

This is an RFP Template for the solicitation of proposals for School Bus Services by School Consortia and School Consortium Consortia in Ontario. The Template is aligned with the Contract Template produced by PPI in June 2008

This version provides a mechanism to supply alternate wordings, optional articles and variable content.

The alternates are indicated via **yellow** or **green** color blocks and by the use of superscripted endnote symbols¹.

Yellow blocks imply a choice of wordings; **Green blocks** imply the need for variable textual input. In either case, a superscripted endnote symbol is located near the highlighted text to explain the options. If the mouse cursor is hovered over the superscript, the text of the footnote is readable in line. If the symbol is clicked, the reader is taken to the end note description.

PPI Consulting Limited

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Table of Contents

1	Introductory Comments	4
1.1	RFP Document Structure	4
1.2	Introduction.....	4
1.2.1	Model Contract	5
1.2.2	Service Objective	5
1.2.3	Background.....	5
2	RFP Rules and Administration.....	6
2.1	Instructions.....	6
2.2	Definitions	6
2.3	RFP Documents.....	7
2.4	Contract Award.....	8
2.5	Proponent.....	8
2.6	Addenda	9
2.7	Enquiries Prior To The Submission Deadline	9
2.7.1	Proponents Meeting.....	9
2.8	RFP Authority.....	9
2.9	Right To Terminate And Termination.....	10
2.10	Submission Deadline	10
2.11	Conflict Of Interest	11
2.12	No Influence	11
2.13	Agreement to Abide By the Established Process	11
2.14	Signature Required	11
2.15	No E-Mail or Fax	11
2.16	No Liability for Expenses	11
2.17	Proponents' Abilities	11
2.18	Completeness Of Submissions	12
2.19	Employment Equity	12
2.20	Environmental Protection	12

2.21	Right To Contract For Identical Or Similar Services	12
2.22	Ontario Tax Compliance	12
2.23	Type and Term Of Contract	12
2.24	Irrevocable Proposal.....	12
2.25	The Consortiums’ Rights.....	12
2.26	Right To Meet Proponents	13
2.27	Right To Consolidate Or Reduce Requirements	14
2.28	Co-Operative Purchasing Provisions	14
2.29	Award Of Contract.....	14
2.30	Municipal Freedom Of Information And Protection Of Privacy Act.....	14
2.31	Personal Information Protection And Electronic Documents Act.....	14
2.32	Interpretation Of The Contract	15
2.33	Audit	15
2.34	Performance Surety	15
2.35	Waiving Non-Compliance	15
2.36	Governing Law.....	15
2.37	Disputes	16
2.38	Right To Contract For Identical Or Similar Services.....	16
2.39	Confidentiality	16
2.40	Privacy	16
2.41	Prices and Terms developed solely by the Proponent.....	16
3	The Requirement.....	17
3.1	Statement of Work	17
3.2	Mandatory Requirements	17
3.3	Rated (Scored) Requirements	19
3.3.1	Introduction to Scored Requirements.....	19
3.3.12	Overall non-financial weighting.	23
3.3.13	References.....	23
4	The Evaluation Process and Methodology	24

4.1	Proponent Evaluation.....	24
4.1.1	Overall Evaluation Guidelines	24
4.2	The Evaluation Stages.....	25
4.2.1	Mandatory Compliance Checks.....	25
4.2.2	Evaluation of Rated Items	25
4.2.1	Overall weighting.	26
4.2.2	Financial Weighting Table	26
4.2.3	Evaluation of Financial Proposals and final evaluation	27
4.2.4	Notification to the Preferred Proponents	28
5	Submission Requirements and Format	29
5.1	Response Tables of Contents	29
5.1.1	Technical Response	29
5.1.2	Financial Response	29
5.2	Technical Response Instructions	29
5.3	Financial Response Format and Contents	29
5.3.1	Pricing Instructions.....	29
6	Appendices	31
6.1	Performance Requirements Approved by the Consortium.....	31
6.2	Agreement to Abide by Established Process.....	32
6.3	Declarations And Certifications.....	33
6.4	Tax Compliance Declaration Form	34
6.5	Form of Offer.....	35
6.6	The Rate Bid Form	36
6.7	The Agreement.....	37
7	Endnotes To This RFP Template	38

1 Introductory Comments

1.1 RFP Document Structure^B

This RFP contains 6 main sections. The purpose of each section is as follows:

Section	Content and Purpose
Section 1 – Introductory Comments	Provides an overview of this RFP
Section 2 – RFP Rules and Administration	Provides detailed rules which govern all aspects of this procurement
Section 3 – The Requirement	Provides the details of the services that this RFP seeks from interested proponents
Section 4 - Technical Response Format	Provides a pro-forma response template for proponent responses which are not related to the financial components of this response.
Section 5 – Financial Response Format	Provides a pro-forma response template for proponent financial components of this response.
Section 6 – Attachments and Appendices	Provides essential documents describing the conditions that govern the services to be provided by successful proponents and the contractual conditions under which these services will be provided.

1.2 Introduction

The **XXX Consortium^C** intends to secure Contracts with one or more Proponents for the provision of **Student Transportation Services**. Each Contract will be for a minimum term of **X Years (x)^D** (consecutive school years) with **n one year** extensions, commencing on or about **September 1st 2009^E**. The extension years are at the option of the Board, subject to the concurrence of the Operator. Operators or the Board may suggest, and the Operators or the Board may accept or decline, new rates for each extension year. If either the Board or the Operators decline the extension, then the contract will be subject to a new RFP process. Written notice of either the Proponent or Consortium's intention not to renew a Contract shall be no later than **April 1st of the last^F** year of the Contract and April 1st of the first year of renewal of a Contract, if applicable.

The rates to be used for the extension years may be varied and shall be proposed by the Consortium at the time of offering the extension. Proponents may accept or decline the offer to extend at these rates. If declined, the contract will be subjected to a new RFP process upon expiry.

If the Consortium does not give such written notice, the Contract shall automatically renew. All Contracts shall terminate on **DD/MMM/YYYY^G**, unless terminated prior thereto as set out in this RFP.

Proposals are invited from suppliers of Student Transportation Services (the “Services”) in accordance with the terms and conditions listed in this RFP, including all attached Appendices.

1.2.1 Model Contract

Proponents should note and must accept that the Contracts which arise from this RFP process will all be in the form noted in the Agreement included as Section 6.7 The Agreement.

No amendments to the Agreement will be negotiated with any proponent responding to this RFP.

1.2.2 Service Objective

It is the objective of the Consortium to provide safe, efficient, reliable and economical transportation for its students. The Consortium is interested in working with Proponents who will work as partners with the Consortium.

1.2.3 Background

The Consortium comprising the School Boards of XXX, YYY, ZZZ^H has been working in a coterminous relationship for the past XX years. The Consortium currently retains operational staff to deal with issues unique to each Board, and a joint transportation planning unit develops and implements routing solutions. Staffs from the Consortium are located at YYYYYYYY. A transportation planning supervisor and staff are employed to facilitate the implementation of a truly Consortium solution. The Consortiums utilize software called VVVVVV to plan, optimize and manage bus routes.

The Consortium wishes to further develop and enrich their current coterminous plan for transportation of all students in the Consortium catchment area.

2 RFP Rules and Administration

2.1 Instructions

Proposals are invited from suppliers of student transportation services to enter into Contract(s) on a non-exclusive basis with the Consortium to provide the Services described. All Proposals must be completed in accordance with the terms of this RFP and must be delivered to the offices of **Material Management Department** in a sealed envelope or container, addressed to **Material Management Department**, as set out in Section 2.8 RFP Authority.

Each successful Proponent will be required to enter into a Contract in the form indicated in 6.7 The Agreement which will be effective for a period of **X years** from **DD/MMM/YYY to DD/MMM/YYYY**, subject to approval by the Consortium. **Each Contract shall be renewed automatically unless the Consortium exercises its option not to renew the Contract, as set out in Section 6.47. All Contract renewals will be subject to approval by the Consortium**.

Proponents should note and must accept that the Contracts which arise from this RFP process will all be in the form noted in the Agreement included as Section 6.7 The Agreement.

No amendments to the Agreement will be negotiated with any proponent responding to this RFP.

2.2 Definitions

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

1. "Addenda/Addendum" means those documents amending the RFP, as set out in Section 2.6 Addenda.
2. "Agreement" means the contract, in the form of Section 6.7 The Agreement, entered into by selected proponents to provide the Services requested in this RFP to the Consortium.
3. "Consortium" means the **XXX^M** Consortium.
4. **"Contract Price(s)" means the unit prices or other costing required by this RFP and set by the Contract.**
5. "Contract(s)" means the RFP documents and the Proposal and any other agreement entered into between the Consortium and a Proponent in writing, signed by the Consortium and the Proponent in the form of Section 6.7 The Agreement.
6. "Customer(s)" means all Persons who purchase Services from, through, or on behalf of the Consortium.
7. "Form of Offer" means Section 6.5 Form of Offer which must be completed and returned as part of the Proposal.
8. "Intellectual Property" means any trade-mark, copyright, moral right, patent, industrial design, trade name, domain name, trade secret, know how, integrated circuit topography or other intellectual property, industrial property or proprietary right owned by, licensed to, or used by any third Person.

9. “Person” means any natural person, partnership, limited partnership, joint venture, syndicate, sole proprietorship, body corporate, company or corporation with or without share capital, unincorporated entity or association, trust, trustee, executor, administrator or other legal personal representative, regulatory authority or other entity recognized as such by applicable law, however designated or constituted.
10. “Privacy” means any law or regulation, of any nature, whether federal, provincial or territorial, dealing with privacy, personal information protection and electronic documents protection and enforcement.
11. “Professional Activity Day(s)” means a weekday on which no classes are held and, as a result, the Services to be provided are reduced or not required.
12. “Proponent” means a Person who is qualified to provide the Services and who submits a Proposal in accordance with this RFP.
13. “Proposal” means the response of a Proponent to this RFP by way of the submission of a Form of Offer and all other documents and information required by this RFP.
14. “RFP” means this request for proposal process and the RFP document, including all its attachments, as the context requires, and any Addenda which may be issued
15. “Services” means those services which are to be provided by the Operator to meet or exceed all of the requirements noted in Section 6.7 The Agreement of this RFP.
16. “Specifications” means those stated requirements for the Services set out in this RFP.
17. “Submission Deadline” means the deadline for submission of the Proposals stipulated in Section 2.10. Submission Deadline.
18. “Term” means the X Years^N period set out above in the Introduction section of this RFP, together with any renewal period(s).

2.3 RFP Documents

The RFP documents shall consist of the following:

1. Request for Proposal;
2. Appendices (6. Appendices), including Sections
 - a. 6.1 Performance Requirements Approved by the Consortium
 - b. 6.2 Agreement to Abide by Established Process
 - c. 6.3 Declarations And Certifications
 - d. 6.4 Tax Compliance Declaration Form
 - e. 6.5 Form of Offer and
 - f. 6.6 The Rate Bid Form
3. All Addenda issued prior to the Submission Deadline.
4. The Agreement, unaltered or amended, which shall be entered into between the Consortium and selected proponents responding to this RFP (Section 6.7 The Agreement).

Proponents shall promptly examine all RFP documents after receipt. Any errors, omissions or ambiguities discovered therein prior to the Submission Deadline should be reported to the person

named in Section 5 - Submission Requirements and Format of this RFP Template. If necessary and time permits. Addenda may be issued to all Proponents before the Submission Deadline. Clarifications or information provided orally by the Consortium, or any other Person, in response to inquiries, are not binding on the Consortium and should not be relied upon by any Proponent unless a confirming Addendum is issued.

2.4 Contract Award

The Consortium intends to award a Contract in the form of the Agreement in Section 6.7 - The Agreement - to one or more Proponents whose Proposals are most acceptable in terms of the evaluation criteria.

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

The award of a Contract may be made to as many Proponents as deemed necessary to fulfill the anticipated requirements of the Consortium.

Following the initial screening, the evaluating committee may request short-listed Proponents to make presentations to the committee in order to clarify or verify the Proposals and to develop a comprehensive assessment of the Proposal. The Consortium will schedule the time and location of these presentations. Presentations are at the option of the Consortium and may not be conducted. Proponents are, therefore, encouraged to present initially as complete a Proposal as possible.

If a Proponent is invited to make a presentation to the Consortium, the Proponent and the Consortium shall both be at liberty to discuss in detail all aspects of the Proponent's Proposal. The Consortium may convene more than one meeting with one or more Proponents. The Consortium is under no obligation to meet with any Proponent. The fact that the Consortium decides to meet with one or more Proponents, and not other Proponents, will not be deemed to be unfair or unbalanced treatment of Proponents with whom no meeting was held, or of Proponents with whom fewer meetings were held than with another Proponent or Proponents.

The Consortium will not enter into any separate contract or agreement drafted by, presented by, or otherwise proposed by the Proponent, including any "standard form" or other vendor contract except the Agreement form included in Section 6.7 - The Agreement.

2.5 Proponent

Proponent represents and warrants to the Consortium as follows:

1. Proponent is a corporation duly organized, validly existing and in good standing under the laws of Canada, one of the Provinces of Canada, or one of the United States of America and, in particular, in; (to be completed by proponent)
2. Proponent has full corporate power and authority to execute and deliver a Proposal to this RFP and to enter into a Contract and to perform its obligations thereunder and carry out the transactions contemplated thereby. The execution, delivery and performance by

it of the Proposal has been duly and validly authorized and no additional corporate authorization or action on its part is required in connection with the execution, delivery and performance by it of the Contract or the consummation by it of the transactions contemplated hereby;

3. This Proposal is and the Contract shall be a valid and binding obligation of Proponent, enforceable against it in accordance with its terms, subject to the effect of bankruptcy, insolvency, re-organization, moratorium and similar laws relating to or affecting creditors' rights generally and subject, as to enforceability, to general principles of equity (regardless of whether enforcement is sought in a proceeding in equity or at law);
4. The Services and the provision thereof under the Contract and/or the use, display, distribution, provision, performance, marketing, and/or sale of such Services by or on behalf of the Consortium, or by any person authorized by the Consortium, including students registered by or through the Consortium and/or purchasers from or through the Consortium, shall not infringe, violate or interfere with any Intellectual Property; and
5. In performance of the Contract, Proponent shall comply with all applicable laws and regulations and obtain and maintain all required licenses, permits and approvals which are required by any regulatory authority and shall furnish the Consortium with written evidence thereof.

2.6 Addenda

Proponents may, prior to the Submission Deadline, be advised in writing by Addenda of required interpretation of, additions to, deletions from, corrections to, changes to, or alterations to requirements of this RFP. All Addenda shall become an integral part of the RFP and shall be allowed for and taken into account in arriving at the Contract Prices.

Before submitting its Proposal, each Proponent shall be responsible for verifying with the Consortium, pursuant to Section 2.6 Addenda, that it has received all Addenda that have been issued.

Addenda will not be issued by the Consortium after twelve (12:00) noon on DD/MMM/YYYY^o without an extension of the Submission Deadline.

2.7 Enquiries Prior To The Submission Deadline

2.7.1 Proponents Meeting

There will be a **Optional**^P Proponents' meeting on DD/MMM/YYYY at 12:00 AM at the Meeting **Location**^Q to clarify any issues arising from the RFP. **Must Attend Meeting**^R.

2.8 RFP Authority

Proponents must direct all questions, via e-mail, regarding the RFP prior to twelve (12:00) noon on DD/MMM/YYYY^S to:

Name of Person,

Title of Person

E-mail: eMail address of person^T

Questions received after the above date will not be considered and will not be answered. All written questions received on or before 12:00 noon on DD/MMM/YYYY^U will be reviewed by the Consortium. If the Consortium believes that an answer is warranted, the question and its answer will be included in an Addendum which will be circulated to all Proponents. The Proponent submitting the question will not be identified. In setting out the questions and providing responses, the Consortium may answer similar questions from different Proponents only once, edit the questions for purposes of clarity, and may ignore questions or requests for clarification which are obscure, ambiguous or unclear. Any interpretation, addition, deletion, correction, change or alteration to the RFP will be made by Addendum (as provided in Section 2.6 Addenda).

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

2.9 Right To Terminate And Termination

Proponents shall note and must accept the termination rights and all other rights and obligations which are indicated in the Agreement. The Agreement will be used without modification save and except for appropriate personalization for the selected proponents and routes.

2.10 Submission Deadline

Proposals are to be received before 10:00:00 A.M.^V, local time ('local time' shall mean the time as measured by the tender clock maintained in the XXX Consortium Material Management Department), on DD/MMM/YYYY^W (the "Submission Deadline") at the following address:

XXX

XXX

XXX

XXX^X

The term "local time" shall mean the time as measured by the clock maintained by the Consortium at the location set out above.

Proponents are solely responsible for the method and timing of delivery of their Proposals.

Proposals submitted after the Submission Deadline will not be received or considered, and will be returned unopened. Proposals delivered to an address location other than that specified above, will not be considered.

The Consortium does not provide receipts for Proposals received unless requested. It is the responsibility of the Proponent to provide any required Proposal receipts and to obtain a dated signature of a staff member of the Consortium receiving its Proposal(s).

2.11 Conflict Of Interest

Each Proponent shall declare in its Proposal any situation that may be a conflict of interest or a potential or perceived conflict of interest of the Proponent, including with its obligations to the Consortium, the Contract, the Contract Price or any Customer.

2.12 No Influence

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

2.13 Agreement to Abide By the Established Process

It is vital to the Consortium that the process leading to the acceptance of a Proposal and the conclusion of the Contract for the provision of the Services be, and be seen to be, open and fair.

No Proponent can be seen to be deriving, intentionally or otherwise, an advantage, information or benefit which is not available to all other Proponents or from any special or personal relationships or contacts, or seeking or obtaining any advantage or information from any staff and representatives of the Consortium, whether authorized or not.

Proponents shall sign, and return as part of their Proposal, Section 6.2 Agreement to Abide by Established Process. The signed form will indicate concurrence with the RFP process. Failure to indicate concurrence by returning the signed form may result in disqualification of the Proposal.

2.14 Signature Required

Proponent's full legal name and address shall be typed or legibly printed in the spaces provided on the Form of Offer. The Form of Offer shall be signed by an authorized representative of the Proponent, in the spaces provided.

2.15 No E-Mail or Fax

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

2.16 No Liability for Expenses

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

2.17 Proponents' Abilities

Proposals submitted in response to this RFP must systematically describe the Proponent's abilities to provide the described requirements.

2.18 Completeness Of Submissions

Proponents are required to, point by point, respond to each of the requirements in the Statement of Work and, where applicable, describe the Proponent's resources, capabilities and methods used in meeting the described requirements.

2.19 Employment Equity

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

2.20 Environmental Protection

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

2.21 Right To Contract For Identical Or Similar Services

Entering into a Contract with the Consortium shall not limit the right of the Consortium to contract for identical or similar services from any other Person or entity, the intent of the Contract being merely to govern the relationship between the Consortium and the Proponent.

2.22 Ontario Tax Compliance^Y

The proponent must be "in good standing" relative to the Payment of Ontario taxes and must complete the declaration form in 6.4 Tax Compliance Declaration Form.

2.23 Type and Term Of Contract

The Consortium will enter into a Contract with terms and conditions described in the RFP with the successful Proponents for a fixed term of **X Years**^Z (consecutive school years). Each Contract shall be renewed automatically for two (2) successive one (1) year terms based on the same terms and conditions as contained in each Contract, unless the Consortium, in its sole and unfettered discretion, gives written notice to the Proponent of the Consortium's intention not to renew a Contract no later than April 1st of the **final**^{AA} year of the Contract and April 1st of the first year of renewal of a Contract, if applicable. If the Consortium does not give such written notice, the Contract shall automatically renew. All Contracts shall terminate on **DD/MMM/YYYY**, unless not renewed or terminated prior thereto as set out in this RFP.

2.24 Irrevocable Proposal

The Proposal, once submitted, may be accepted by the Consortium, in whole or in part, for a period of **120**^{BB} days from the Submission Deadline and is irrevocable during that period.

2.25 The Consortiums' Rights

1. The Consortium reserves the right to disqualify Proposals not submitted in strict accordance with the requirements of this RFP.
2. A Proponent's submission or the Consortium's evaluation of a Proposal does not obligate the Consortium to accept it or any Proposal.

3. The Consortium reserves the right, in its sole discretion, not to proceed with this RFP and/or any Contract and may elect not to accept any or all Proposals or any portion thereof, for any or no reason, and may cancel any Contract or this RFP. Or, should the Consortium not receive any Proposals satisfactory to it, it may, in its sole discretion, revise the RFP, or negotiate or award a Contract for the whole or any part of the Services with any one or more of the Proponents.
4. If the Consortium accepts any of the Proposals (which it is not obligated to do), the lowest or any Proposal will not necessarily be accepted and the Consortium may, in its sole discretion, consider any other factors it deems appropriate in its sole discretion in awarding the Contract. The Consortium may request further clarification of a Proposal from the Proponent. While the Consortium is not obligated to consider Proposals which do not strictly comply with its requirements, it nevertheless reserves the right to do so, and specifically reserves the right to waive formalities as its interests may require.
5. It is the intention of the Consortium to evaluate each Proposal on the basis described in this RFP and to identify Proponents which offer the best combination of skill, experience, judgment, resources, perceived compatibility with the Consortium, and a satisfactory offer for the Contract Price to carry out the Services. The Consortium reserves the right, in its sole discretion, to accept or to reject a Proposal which, in the Consortium's view, is incomplete, obscure, irregular or which has erasures or corrections or which omits any of the essential elements required by this RFP. The Consortium may evaluate and accept a Proposal which is substantially compliant.
6. If only one Proposal is delivered prior to the Submission Deadline, the Consortium will notify the Proponent that its Proposal is the only one received for evaluation and, upon being so advised, the Proponent may:
 - a. request the Consortium to return the Proposal unopened and the Consortium agrees to do so; or
 - b. authorize the Consortium, in writing, to open the Proposal, but, in that case, the Proponent specifically agrees that the Consortium is not required to award the Contract and may reject the Proposal even if it is compliant.
7. Should the Consortium receive no compliant Proposals, the Consortium, in its discretion, may reissue the RFP or may negotiate a Contract for the whole or any part of the Services with a Proponent who has submitted a non-compliant Proposal.
8. Under no circumstances shall the Consortium be responsible for any cost incurred by any Proponent related in any way to its response to this RFP, including its costs of preparation, negotiation and/or the provision of any additional information respecting its Proposal.

2.26 Right To Meet Proponents

The Consortium reserves the right to meet with each of the Proponents to review its Proposal. As a result of its meetings, if any, with Proponents and an analysis of the Proposals, the Consortium,

at its sole discretion, shall prepare a short list of Proponents for further consideration, if necessary.

2.27 Right To Consolidate Or Reduce Requirements

The proponent's attention is drawn to the provisions of the Agreement which allow the Consortium to consolidate, amend or reduce service requirements during the period of the Agreement.

2.28 Co-Operative Purchasing Provisions

The Consortium may agree to permit other school Boards to access any contract(s) that may result from this RFP. The successful Proponent(s) shall allow such access with the understanding that the participating organizations be responsible for their own contract management. The Consortium reserves the right to negotiate any resulting additional volumes towards any volume discounts that may be established as part of a Contract.

2.29 Award Of Contract

The Consortium reserves the right not to proceed with an award or to award a Contract to one or more Proponents as deemed necessary by the Consortium to meet the requirements of the Consortium.

2.30 Municipal Freedom Of Information And Protection Of Privacy Act

The Proposal and any accompanying documentation submitted by Proponents prior to the Submission Deadline shall become the property of the Consortium and shall not be returned. The Proposal shall be subject to the Municipal Freedom of Information and Protection of Privacy Act, R.S.O. 1990, c. M.56. Each Proposal shall be received and held in confidence by the Consortium unless and to the extent that it is or must be disclosed pursuant to any Freedom of Information and Privacy legislation or instructed by the Courts of the Province of Ontario or the evaluation and award process adopted by the Consortium for this RFP.

2.31 Personal Information Protection And Electronic Documents Act

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

1. All PIPEDA Protected Information the Proponent collects directly from the individuals or indirectly from the Consortium or others;
2. All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligations under any Contract; and,
3. All PIPEDA Protected Information the Proponent transfers or discloses to the Consortium.

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

2.32 Interpretation Of The Contract

The Consortium’s representative is in the first instance the interpreter of the Contract and the judge of the Proponent’s performance. The Consortium’s representative shall decide on the completeness and adequacy of the Services and on any question arising between the parties and, in particular, without limiting the generality of the foregoing, any questions as to:

1. the meaning of anything in this RFP;
2. whether or not the labour, services, equipment or supplies provided by the Proponent for providing the Services under the Contract are adequate to ensure that the Contract will be carried out in accordance with its terms; and
3. whether or not the Services are properly provided under the Contract.
4. The Proponent shall provide Services in accordance with the decisions and directions of the Consortium’s representative given under this Section.

2.33 Audit

1. The Proponent shall, for a period of four (4) years following the end of the Term or termination of the Contract(s), keep and maintain accurate books, records and accounts of the Services including but not limited to financial records, student run rosters, maintenance logs, and accident reports. The Proponent shall on reasonable notice make such books, records and accounts readily available to the Consortium for inspection, and for the purpose of making photocopies.
2. The Consortium reserves the right to appoint an independent organization to perform a vehicle/driver safety audit, or administrative process audit at any time during the Term.

2.34 Performance Surety

The Consortium reserves the right, at its discretion, to require a Performance Surety from all Proponents, securing the Proponents’ performance of the Services under the Contract(s).

2.35 Waiving Non-Compliance

This RFP contains the requirements that must be substantially complied with by each Proponent in order for the Proponent’s Proposal to receive consideration. If, in the sole discretion of the Consortium, the Proposal does not substantially comply with each of the requirements, the Proposal may be disqualified and the Consortium may not give the Proposal any further consideration. For the purpose of this RFP “substantial compliance” with a requirement set out herein means compliance with the material components of the requirement with only very minor irregularities.

2.36 Governing Law

The construction, performance and interpretation of this RFP and the Contract shall be governed by the substantive laws of the Province of Ontario, Canada (without regard to its principles of

conflicts of law) provided that if the foregoing laws are modified during the Term in such a way as to adversely affect the original intent of the parties, the parties shall negotiate in good faith to amend the Contract to effect their original intent as closely as possible. The Consortium and each Proponent irrevocably attorn and submit to the non-exclusive jurisdiction of the Courts of the Province of Ontario.

2.37 Disputes

The Proponent must note and agree to the Dispute Resolution mechanism in the Agreement in Section 6.7 The Agreement.

2.38 Right To Contract For Identical Or Similar Services

By entering into the Contract, the Consortium does not and shall not limit its right to contract for identical or similar Services from any other Person should the Proponent be unable to furnish the required Service within the required time frame.

2.39 Confidentiality

Proponent shall hold in confidence, during and after the termination or expiration of the RFP process and/or the Contract and not disclose, provide or otherwise make available, in whole or in part, to any third Person without the prior consent of the Consortium, the fact that the RFP process or Contract is or was occurring or exists or existed, the Contract Price, any information that is disclosed by the Consortium to Proponent with respect to the operations of, the purchasing by, the Services, or the activities of the Consortium and any and all information relating thereto or designated proprietary by the Consortium (collectively the “Proprietary Information”). Proponent shall ensure that only its employees with a need to know the Proprietary Information shall have access to it and then only if those employees have entered into a confidentiality and use restriction agreement, obligating them at least to the same extent as Proponent is obligated hereunder. Proponent shall exercise a standard of care with respect to the Proprietary Information that is not less than the standard of care Proponents exercise under their corporate policy for confidentiality and use restrictions.

2.40 Privacy

Proponents shall comply with all laws of Canada and any of its provinces and territories with respect to Privacy.

2.41 Prices and Terms developed solely by the Proponent

By responding to the RFP, the Proponent warrants that the prices and terms offered in the RFP have been developed solely by the Proponent without sharing of this information with any other Proponents responding to this RFP.

3 The Requirement

3.1 Statement of Work ^{DD}

Include a reference to the Statement of Work for this RFP, or Include the SOW here or as an Appendix

3.2 Mandatory Requirements

Mandatory Requirements are requirements which must be met by all bidders. Failure to comply with these requirements may render the entire response as non-compliant. The Consortium may waive or enforce non-compliance to any or all requirements, and, bidder's attention is drawn to Article 2.35 Waiving Non-Compliance.

Requirement Title	Requirement Description
Form of Offer	The completed form of offer – shown in 6.5 Form of Offer must be completed and returned with this submission.
Rate Bid Form	The Proponent must provide a fully completed, unconditional, Rate Bid Form in the Financial Proposal only. The required form is shown in 6.6 The Bid Rate Form .
Adherence to the Procedural Rules	The integrity of the RFP process requires observance of the procedural rules included in this RFP and as indicated in 6.2 Agreement to Abide by Established Process
Declaration and Certification	The Operator must complete and return the Certification and Declaration form included in 6.3 Declarations And Certifications.
Ability to meet the insurance requirements	<p>The insurance requirements related to the services to be provided are described in Article 7 of the Model Contract and are the minimum requirements that are acceptable to the Consortium. When the contract is <u>awarded</u>, the Proponent is required to provide copies of the Certificates of Insurance as noted in Article 7 of the Model Contract.</p> <p><u>At the time of bid submission</u>, the Proponent must provide evidence, in the form of a letter from a recognized Canadian Insurance Broker and/or a letter from a recognized insurer of the Proponents ability to acquire insurance coverage to the standard and terms defined in this RFP.</p>
Financial Standing	<p>During the performance of the Agreement, the Consortium has the right to request evidence of your then current financial standing as noted in Article 5.9 of the Model Contract.</p> <p>At the time of bid submission, the Proponent must provide the same evidence with the bid package.</p>
Contractual Agreement	The Agreement resulting from a contract award will be in the form of Section 6.7 – The Agreement. The proponent must indicate unqualified acceptance of the Agreement.

Requirement Title	Requirement Description
Conflict of Interest	<p>The Proponent must indicate the presence or absence of a conflict of interest in the preparation of this response or in the execution of any ensuing agreement.</p> <p>If the proponent declares an actual or potential Conflict of Interest the proponent must set out below details of the actual or potential Conflict of Interest.</p> <p>Signed : _____</p> <p>Dated : _____</p> <p>Name of Signatory : _____</p>

3.3 Rated (Scored) Requirements^{EE}


3.3.1 Introduction to Scored Requirements

Note that all of the material contained in this section is discretionary as to content, weights or inclusion. These are suggested scored topics only and represent the suggestions of the group that produced this RFP template – feel free to add, change, reorder or delete the requirements to match your own needs


The following items (3.3.2 to 3.3.11 inclusive) are to be addressed by each respondent.

- The relative weight of each requirement to all other requirements is shown in the final column “Weight”^{FF};
- the scoring criteria for each requirement in isolation is shown in the penultimate column “Scoring for each Requirement”.

Requirement Title	Requirement Description	Scoring For Each Requirement		Weight ^{GG}
3.3.2 Student Safety Programs	<p>It is considered very important that students and schools are educated as needed throughout the School Year in the safe and efficient usage of the SchoolBus service provided by each Operator.</p> <p>Briefly describe your capability to deliver a Training program provided by the Consortium and indicate your approach and prior experience in the conduct of training programs for the School bus users.</p> <p>Describe or provide a copy of your safety training program and your evacuation procedures. How are these procedures communicated to staff and how are these procedures and training refreshed?</p>	Training Program Approach	Points	10%
		Strong and committed approach supported by relevant, demonstrable and referencable experience in the conduct of training	5	
		Strong and Committed approach, but no relevant demonstrable and referencable experience in the conduct of training	3	
		Adequate Approach	1	
		Inadequate Approach or no response provided	0	

Requirement Title	Requirement Description	Scoring For Each Requirement	Weight 								
<p>3.3.3 Driver Education and Training</p>	<p>Drivers must receive any and all training needed to provide a safe and efficient service for schools. Briefly describe your training program, any tools and techniques and facilities used, its frequency and the way in which drivers receive updated education when required.</p> <p>What steps are taken to validate the results of driver training?</p>	<table border="1"> <thead> <tr> <th data-bbox="836 266 1166 310">Driver Education Approach</th> <th data-bbox="1170 266 1315 310">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="836 317 1166 485">Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.</td> <td data-bbox="1170 317 1315 485">5</td> </tr> <tr> <td data-bbox="836 491 1166 659">An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.</td> <td data-bbox="1170 491 1315 659">2</td> </tr> <tr> <td data-bbox="836 665 1166 730">Inadequate Approach or no response provided</td> <td data-bbox="1170 665 1315 730">0</td> </tr> </tbody> </table>	Driver Education Approach	Points	Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.	5	An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.	2	Inadequate Approach or no response provided	0	<p>10%</p>
Driver Education Approach	Points										
Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.	5										
An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.	2										
Inadequate Approach or no response provided	0										
<p>3.3.4 Driver Retention Strategy</p>	<p>It is clearly in the best interests of the Operator, the Consortium and the children using the buses that continuity among drivers is preserved. What actions will you take and/or have you taken to promote driver retention.</p> <p>Can you provide an indication of the success of this strategy in prior years</p>	<table border="1"> <thead> <tr> <th data-bbox="836 737 1166 781">Driver Retention Approach</th> <th data-bbox="1170 737 1315 781">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="836 787 1166 955">Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.</td> <td data-bbox="1170 787 1315 955">5</td> </tr> <tr> <td data-bbox="836 961 1166 1129">An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.</td> <td data-bbox="1170 961 1315 1129">2</td> </tr> <tr> <td data-bbox="836 1136 1166 1201">Inadequate Approach or no response provided</td> <td data-bbox="1170 1136 1315 1201">0</td> </tr> </tbody> </table>	Driver Retention Approach	Points	Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.	5	An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.	2	Inadequate Approach or no response provided	0	<p>10%</p>
Driver Retention Approach	Points										
Well documented, structured and supported training program described. The program is repeated with reasonable frequency and results are measurable.	5										
An adequate training program with room for some improvement, or, an inadequate description has been provided or results are not measurable.	2										
Inadequate Approach or no response provided	0										
<p>3.3.5 Communication Strategy</p>	<p>Timely and accurate information passed between the Consortium, the Operator, the Schools and Parents is critical to a smooth, safe and efficient School Bus service. Describe the means by which you will communicate with all of the parties, paying particular attention, but do not limit your discussion to, communications during inclement weather and any other abnormal situations. Describe the equipment, technologies and personnel used in your communications program.</p>	<table border="1"> <thead> <tr> <th data-bbox="836 1207 1166 1251">Communications Approach</th> <th data-bbox="1170 1207 1315 1251">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="836 1257 1166 1446">Well documented, structured and supported communications program is described. The Operator uses current technologies and has applied adequate resourcing to the task.</td> <td data-bbox="1170 1257 1315 1446">5</td> </tr> <tr> <td data-bbox="836 1453 1166 1549">An adequate Communications program with room for some improvement.</td> <td data-bbox="1170 1453 1315 1549">2</td> </tr> <tr> <td data-bbox="836 1556 1166 1621">Inadequate Approach or no response provided</td> <td data-bbox="1170 1556 1315 1621">0</td> </tr> </tbody> </table>	Communications Approach	Points	Well documented, structured and supported communications program is described. The Operator uses current technologies and has applied adequate resourcing to the task.	5	An adequate Communications program with room for some improvement.	2	Inadequate Approach or no response provided	0	<p>10%</p>
Communications Approach	Points										
Well documented, structured and supported communications program is described. The Operator uses current technologies and has applied adequate resourcing to the task.	5										
An adequate Communications program with room for some improvement.	2										
Inadequate Approach or no response provided	0										

Requirement Title	Requirement Description	Scoring For Each Requirement	Weight													
3.3.6 Fleet Maintenance and Management Program	Vehicle maintenance is a critical component to a safe and successful service. Describe your Fleet Management Approach including maintenance, spare parts and vehicle storage facilities	<table border="1"> <thead> <tr> <th>Sparing Approach</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Well documented, structured and supported Fleet Maintenance and Management program is described. The Operator has applied adequate commitment to the task.</td> <td>5</td> </tr> <tr> <td>An adequate Fleet Maintenance and Management program with room for some improvement.</td> <td>2</td> </tr> <tr> <td>Inadequate Approach or no response provided</td> <td>0</td> </tr> </tbody> </table>	Sparing Approach	Points	Well documented, structured and supported Fleet Maintenance and Management program is described. The Operator has applied adequate commitment to the task.	5	An adequate Fleet Maintenance and Management program with room for some improvement.	2	Inadequate Approach or no response provided	0	10%					
		Sparing Approach	Points													
		Well documented, structured and supported Fleet Maintenance and Management program is described. The Operator has applied adequate commitment to the task.	5													
		An adequate Fleet Maintenance and Management program with room for some improvement.	2													
Inadequate Approach or no response provided	0															
3.3.7 Fleet Age	<p>The maximum age of vehicles in the Agreement must at no time exceed XXX years.</p> <p>For the proposed average age of vehicles in each category at the start of the Agreement in September, scoring points are awarded as noted.</p> <p>The Proponent should indicate the anticipated average age at the 1st September of the first contract year taking into account both existing and new vehicles to be purchased.</p>	In each class :	10%													
		<table border="1"> <thead> <tr> <th>Average Age</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>< 1 Year</td> <td>5</td> </tr> <tr> <td>>1 year but less than 4 years</td> <td>4</td> </tr> <tr> <td>> 4 years, but less than 7 years</td> <td>2</td> </tr> <tr> <td>> 7 years but less than 10 years</td> <td>1</td> </tr> <tr> <td>Older</td> <td>0</td> </tr> </tbody> </table>		Average Age	Points	< 1 Year	5	>1 year but less than 4 years	4	> 4 years, but less than 7 years	2	> 7 years but less than 10 years	1	Older	0	
		Average Age		Points												
		< 1 Year		5												
		>1 year but less than 4 years		4												
		> 4 years, but less than 7 years		2												
> 7 years but less than 10 years	1															
Older	0															
3.3.8 Garage and Operating Facilities	In addition to a sound strategy for parts, the Operator should provide a facility for the routine maintenance of all vehicles used to provide the contracted service. Describe the garage and maintenance facility in terms of size, location, investment, personnel and training.	<table border="1"> <thead> <tr> <th>Garage and operating Facilities</th> <th>Points</th> </tr> </thead> <tbody> <tr> <td>Operator has a well sized, equipped and staffed maintenance facility with trained staff.</td> <td>5</td> </tr> <tr> <td>Operator has a well sized, equipped and staffed maintenance facility with trained staff, but there are areas which could be improved.</td> <td>2</td> </tr> <tr> <td>Inadequate Approach or no response provided</td> <td>0</td> </tr> </tbody> </table>	Garage and operating Facilities	Points	Operator has a well sized, equipped and staffed maintenance facility with trained staff.	5	Operator has a well sized, equipped and staffed maintenance facility with trained staff, but there are areas which could be improved.	2	Inadequate Approach or no response provided	0	10%					
		Garage and operating Facilities	Points													
		Operator has a well sized, equipped and staffed maintenance facility with trained staff.	5													
		Operator has a well sized, equipped and staffed maintenance facility with trained staff, but there are areas which could be improved.	2													
Inadequate Approach or no response provided	0															

Requirement Title	Requirement Description	Scoring For Each Requirement		Weight 								
<p>3.3.9 Administrative and/or Operations Team and Facility</p>	<p>Describe your administrative team and Administrative Facility and the experience, qualifications, roles and responsibilities and location of each member of the team. It is acknowledged that one individual may accomplish multiple roles.</p> <p>For example address roles and personnel that encompass the following functions:</p> <ul style="list-style-type: none"> • Dispatcher, • Operations Manager, • Contracts Manager, • Financial Manger, • Driver trainers, • Safety officer. 	<table border="1"> <thead> <tr> <th data-bbox="833 266 1159 310">Approach</th> <th data-bbox="1170 266 1321 310">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="833 310 1159 457">Operator has a team that is senior, well trained housed and organized and all functions are well described and allocated to team members</td> <td data-bbox="1170 310 1321 457">5</td> </tr> <tr> <td data-bbox="833 457 1159 583">The team is well described, but is lacking in some areas requiring more, or better qualified staff members</td> <td data-bbox="1170 457 1321 583">2</td> </tr> <tr> <td data-bbox="833 583 1159 653">Inadequate Approach or no response provided</td> <td data-bbox="1170 583 1321 653">0</td> </tr> </tbody> </table>	Approach	Points	Operator has a team that is senior, well trained housed and organized and all functions are well described and allocated to team members	5	The team is well described, but is lacking in some areas requiring more, or better qualified staff members	2	Inadequate Approach or no response provided	0		20%
Approach	Points											
Operator has a team that is senior, well trained housed and organized and all functions are well described and allocated to team members	5											
The team is well described, but is lacking in some areas requiring more, or better qualified staff members	2											
Inadequate Approach or no response provided	0											
<p>3.3.10 Innovation and value added Ideas</p>	<p>The Consortium would like to encourage and recognize efficiencies in Operator operations. Can the Operator suggest alternative pricing or other innovations which encourage efficient operations and which are readily measurable and which might result in lower Operator costs and/or lower costs to the Consortium.</p> <p>IMPORTANT: Note that in this, the Technical Proposal, you are to indicate, by description, the concepts which are being proposed for Alternate Approaches. You <u>must not</u> indicate actual savings or any pricing information related to your Financial Proposal in this description. <u>Inclusion of any such specific financial information in the Technical Proposal may render your proposal Non-Compliant.</u></p>	<table border="1"> <thead> <tr> <th data-bbox="833 989 1159 1033">Approach</th> <th data-bbox="1170 989 1321 1033">Points</th> </tr> </thead> <tbody> <tr> <td data-bbox="833 1033 1159 1205">Operator has suggested a viable approach that would provide benefits both to the Consortium and Operator while providing a safe and efficient service</td> <td data-bbox="1170 1033 1321 1205">5</td> </tr> <tr> <td data-bbox="833 1205 1159 1352">The proposed approach shows merit but is not fully described, or provides little or no benefit to the Consortium</td> <td data-bbox="1170 1205 1321 1352">2</td> </tr> <tr> <td data-bbox="833 1352 1159 1398">No approach suggested</td> <td data-bbox="1170 1352 1321 1398">0</td> </tr> </tbody> </table>	Approach	Points	Operator has suggested a viable approach that would provide benefits both to the Consortium and Operator while providing a safe and efficient service	5	The proposed approach shows merit but is not fully described, or provides little or no benefit to the Consortium	2	No approach suggested	0		5%
Approach	Points											
Operator has suggested a viable approach that would provide benefits both to the Consortium and Operator while providing a safe and efficient service	5											
The proposed approach shows merit but is not fully described, or provides little or no benefit to the Consortium	2											
No approach suggested	0											

Requirement Title	Requirement Description	Scoring For Each Requirement		Weight
3.3.11 Accident Procedures	Describe, the processes and steps which you take to investigate accidents. In particular what actions and steps do you take to retrain, educate or otherwise work with drivers involved in such accidents.	Accident Reporting Procedures	Points	5%
		Operator has a well documented accident procedure that is supported by recent evidentiary documentation	5	
		Accident procedures are described but lack details in one or more areas and/or are not supported by recent documentation	2	
		Inadequate Approach or no response provided	0	
Total Weighting for the Scored Requirements			100.00%	

3.3.12 Overall non-financial weighting.

For the evaluation, the non-financial components indicated in the preceding table represent XX% of the total evaluation and is the Overall Non-Financial Weighting. The remaining YY% represents the Overall Financial Weighting.

3.3.13 References

Provide the name, telephone number and email address for a client account for whom you have delivered services similar in scope to the School Bus services sought in this RFP.

In the reference indicate the date and the scope of the service provided.

The Reference will be verified by telephone or email contact – please verify the accuracy of the contact information which you have provided.

References are required, but will not be scored in the evaluation.

Once scoring for all other items has been completed, the evaluation team will contact the first reference provided to determine service satisfaction with the Provider by the reference and to verify claims made in this section of the response.

Respondent bids may be ruled non-compliant if the references provided are not consistent with the responses in this part of the RFP.

4 The Evaluation Process and Methodology^{MM}

4.1 Proponent Evaluation

4.1.1 Overall Evaluation Guidelines

1. Proponents must respond to this RFP by submitting all data, information and documents required in order for the Proposal to be evaluated and considered for award. Failure to submit such data, information and documents may be deemed sufficient cause for disqualification of a Proposal from further consideration for award.
2. Proponents meeting all of the requirements of this RFP may be required to make a presentation to the selection committee. The contents of the presentation shall support and reinforce the Proponent's capabilities to meet the requirements of the RFP. Where a Proponent is required to make a presentation, the selection committee's final evaluation shall consist of both the Proposal and the presentation.
3. The Consortium will evaluate all factors prior to making a decision. Each Proposal will be evaluated based upon the :
 - a. creativity applied in the "total transportation solution";
 - b. ability to perform the required tasks and deliver services;
 - c. ability to meet the terms of the Contract;
 - d. availability/quality/maintenance plan of vehicles;
 - e. location of depots;
 - f. quality of past performance;
 - g. evidence of accident procedures;
 - h. evidence of safety training and procedures for bus evacuation;
 - i. the Contract Prices offered by the Proponent;
 - j. demonstrated commitment to transportation safety;
 - k. existing information programs for students/parents;
 - l. willingness to work co-operatively with the Consortium and/or advisory groups to continuously improve the service and safety levels;
 - m. completion and submission of Rate Offer / Form of Offer ;
 - n. ability to comply with the Consortium's invoicing requirements;
 - o. overall cost to the Consortium;
 - p. Proponent's value-added suggestions to assist the Consortium with respect to transportation costs, early payment incentives, and other cost-saving measures;
 - q. other information and criteria obtained or as deemed appropriate by the selection committee and the Consortium.

4.2 The Evaluation Stages

4.2.1 Mandatory Compliance Checks

Respondents should note that Mandatory Compliance means that responses that meet the requirements are required, and, subject to Article 2.35, non-compliance may result in disqualification of the bid.

1. The response documents will be verified for completeness such that there must be XXX copies of the Technical Response and YYY copies of the Financial Response and such that the basic proponent identification information is complete.
 - a. If there are an insufficient number of copies of each of the Financial and Technical response or if the identifying information is incomplete, the bid may be ruled non-compliant and further evaluation may not proceed.
 - b. The Financial Response will not be opened at this stage.
2. The Technical Response will be reviewed to ensure that no Financial Response Information is contained within the response.
 - a. If there are financial bid elements within the Technical response the bid will be ruled non-compliant and no further evaluation will occur.
3. The Mandatory items (Section 3.2 Mandatory Requirements) will be verified.
 - a. If there are any deficiencies in this part of the bid, the bid may be ruled non-compliant.

4.2.2 Evaluation of Rated Items

For bids which meet the Mandatory Requirements, each of the components in Section 4.2.2 Evaluation of Rated Items, will be evaluated and scored in accordance with the scoring table included in the same section.

The rated items may score, in total ZZZZ^{NN} points.

- a. The marks scored for each item will be multiplied by the weighting then by XXXX points and summed to provide a maximum possible score of ZZZZ^{OO} for the section.
- b. Note that reference checks will be conducted during this part of the evaluation process and that these checks will be used to validate the responses received from each Operator.

Example scoring chart for Non-Financial Requirements^{PP}:

Non-Financial Requirements	Maximum Score	Weighting	Vendor A		Vendor B		Vendor C	
			Actual Score	Weighted Score	Actual Score	Weighted Score	Actual Score	Weighted Score
1. Student Safety Programs	65	10.00%	5.00	65.00	3.00	39.00	4.00	52.00
2. Driver Education and Training	65	10.00%	4.00	52.00	2.00	26.00	5.00	65.00
3. Driver Retention Strategy	65	10.00%	3.00	39.00	2.00	26.00	5.00	65.00
4. Communication Strategy	65	15.00%	5.00	97.50	2.00	39.00	2.00	39.00
5. Fleet Maintenance and Management Program	65	5.00%	4.00	26.00	4.00	26.00	2.00	13.00
6. Fleet Age	65	10.00%	3.00	39.00	4.00	52.00	4.00	52.00
7. Garage and Operating Facilities	65	10.00%	3.00	39.00	4.00	52.00	4.00	52.00
8. Administrative and/or Operations Team and Facility	65	10.00%	5.00	65.00	4.00	52.00	3.00	39.00
9. Innovation and value added Ideas	65	10.00%	5.00	65.00	4.00	52.00	3.00	39.00
Requirement 10	0	0.00%	0.00	0.00	0.00	0.00	0.00	0.00
Requirement 11	0	0.00%		0.00		0.00		0.00
Requirement 12	0	0.00%		0.00		0.00		0.00
Requirement 13	0	0.00%		0.00		0.00		0.00
Requirement 14	0	0.00%		0.00		0.00		0.00
Requirement 15	0	0.00%		0.00		0.00		0.00
Requirement 16	0	0.00%		0.00		0.00		0.00
Requirement 17	0	0.00%		0.00		0.00		0.00
Requirement 18	0	0.00%		0.00		0.00		0.00
Requirement 19	0	0.00%		0.00		0.00		0.00
Final. Accident Procedures	65	10.00%	5.00	65.00	4.00	52.00	3.00	39.00
Total for Non-Financial Requirements	650	100.00%		552.50		416.00		455.00

4.2.1 Overall weighting.

For the evaluation, the non-financial components indicated in the preceding table represent 65% of the total evaluation and this is the Overall Non-Financial Weighting. The remaining 35%^{QQ} represents the Overall Financial Weighting.

Overall Score and Weight for Non Financial Requirements	650	65.00%				
Overall Score and Weight for Financial Requirements	350	35.00%				
			Vendor A	Vendor B	Vendor C	
Non Financial Score after overall weighting			552.50	416.00	455.00	

Note that in addition to the scoring methods and weightings applied, Mandatory threshold values can be applied to any criterium. For example, if Criteria 1 in the scoring chart for non-financial requirements is deemed to be a very critical item, then it could have a “Mandatory Scoring Threshold” applied. If the threshold is set to 50% for this, or any other item, then any vendor receiving a weighted score that is less than the threshold would be ruled non-compliant and would be excluded from any additional consideration.^{RR}

4.2.2 Financial Weighting Table^{SS}

Financial Requirements	Maximum Score	Weighting
72 Passenger Vehicles	262.50	75.00%
24 Passenger Vehicles	70.00	20.00%
12 Passenger Vehicle	0.00	0.00%
10 Passenger Vehicle	0.00	0.00%
Other	0.00	0.00%
Variable Rate	17.50	5.00%
Total for Financial Requirements	350	100.00%

4.2.3 Evaluation of Financial Proposals and final evaluation

Note that the evaluation models assume that a single bidder will be contracted as a result of each RFP and the winning bidder may supply vehicles in multiple vehicle classes. If the RFP is designed to select multiple winners perhaps in different classes then the evaluation methodology must be suitably adjusted to reflect exactly what is being procured. When all proponent Mandatory and Scored items have been reviewed and scored, the evaluation team will open the Financial Proposal of those bids which have not failed the Mandatory Compliance checks.

1. The evaluation team will ensure that the financial proposals are complete in accordance with the RFP instructions.
 - a. Incomplete or incorrectly completed Financial Proposals will be ruled non-compliant and these bids will not be evaluated further.
2. The remaining bids will be scored for each vehicle class bid and for the Variable Rate.
 - a. The lowest average (the average of each of the years bid) compliant Bid Price in each Vehicle Category and in the Variable Rate will receive the maximum indicated points for each Vehicle Category and for the Variable Rate.
 - b. Each other compliant bid will receive points in accordance with the following formula;

Points for Financial Proposal for each proponent and Vehicle Class =

$(\text{Maximum} * \text{Lowest Average Bid for Vehicle Class}) / \text{Proponent Average Bid}$

for Vehicle Class

3. Each such score will then be summed to produce a weighted financial score.

Example Financial Score Sheet: (In this example, only 72-passenger, 24-passenger and variable rates were requested)

Financial Requirements	Maximum Score	Weighting	Vendor A			Vendor B			Vendor C		
			Price Bid	Actual Score	Weighted Score	Price Bid	Actual Score	Weighted Score	Price Bid	Actual Score	Weighted Score
72 Passenger Vehicles	262.50	75.00%	\$ 200.00	262.50	262.50	\$ 210.00	250.00	250.00	\$ 205.00	256.10	256.10
24 Passenger Vehicles	70.00	20.00%	\$ 120.00	70.00	70.00	\$ 180.00	46.67	46.67	\$ 185.00	45.41	45.41
12 Passenger Vehicle	0.00	0.00%		0.00	0.00		0.00	0.00		0.00	0.00
10 Passenger Vehicle	0.00	0.00%		0.00	0.00		0.00	0.00		0.00	0.00
Other	0.00	0.00%		0.00	0.00		0.00	0.00		0.00	0.00
Variable Rate	17.50	5.00%	\$ 11.00	17.50	17.50	\$ 45.00	4.28	4.28	\$ 26.00	7.40	7.40
Total for Financial Requirements	350	100.00%			350.00			300.94			308.91
Financial Score after Overall Weighting					350.00			300.94			308.91

Final Evaluation Score including weighted financial and nonfinancial totals

			Vendor A	Vendor B	Vendor C
Non Financial Score after overall weighting			552.50	416.00	455.00
Financial Score after Overall Weighting			350.00	300.94	308.91
Total Score after all Weighting			902.50	716.94	763.91

4.2.4 Notification to the Preferred Proponents

- The highest total score for each proponent will determine the selection of the preferred bidder.
- The Consortium will
 - advise each preferred proponent of their selection and
 - will require the Proponent to return a signed Agreement to the Consortium within 10 working days of award.
- Failure to return the Agreement within this time frame will entitle the Consortium to proceed with an award to the next highest scoring Proponent in each vehicle class without further recourse or discussion with the original preferred proponent(s).

5 Submission Requirements and Format

5.1 Response Tables of Contents

5.1.1 Technical Response

1. Executive Summary (Not scored, include at your discretion)
2. Introduction – A description of your company and relevant experience (Not scored).
3. Mandatory Requirement Responses (include each response, clearly titled with a definitive, unambiguous statement of compliance and any required supporting documentation or text, or a cross reference to the documentation in item 5 below).
4. Non- Mandatory Scored Requirements (include each response, clearly titled with a textual/illustrated response with any required supporting documentation or text).
5. Supporting Documents and/or Certifications requested in the RFP.

5.1.2 Financial Response

1. Tables for each Vehicle Class

5.2 Technical Response Instructions

Proponents are required to systematically address the following issues as part of their Proposal:

1. provide a creative, innovative outline identifying how the Proponent proposes to provide the Services in all or part, for which it is submitting a Proposal.
2. demonstrate the Proponent's proven commitment to service, flexibility, communication, routing and employee training;
3. complete and submit all other documentation and information required in response to the Specification.
4. Ensure that complete response have been provided to the items which will be used to evaluate the response, namely:
 - a. 3.2 Mandatory Requirements and
 - b. 3.3 Rated (Scored) Requirements

Each Proponent shall submit, enclosed and sealed in an opaque envelope or container, four complete hard copies and two electronic copies on Compact Disk or DVD.

5. Proponents' return address and company name shall be placed on the Proposal envelope or container and the Proposal envelope or container must be clearly marked on the outside "RFP – XXX Consortium Transportation Services".

5.3 Financial Response Format and Contents

5.3.1 Pricing Instructions

The Proponent shall provide, on the Rate Bid Form, for each vehicle class requested and proposed for each year of the Agreement, a Base Rate and a Variable Rate.

1. The Base Rate Proposed by the Proponent for each vehicle class shall include all costs to operate the vehicle for each day for the duration of the Agreement with the sole exception of Fuel Costs.

The Operator must note that the Daily Rate includes

- a. vehicle purchase and interest costs,
 - b. maintenance (scheduled or otherwise),
 - c. licensing,
 - d. insurance,
 - e. the wage and all other costs to provide a driver for the vehicle for a standard day including training, insurance, licensing and all other employee costs and
 - f. the Operators profit and
 - g. all other operating costs including
 - i. Parking and maintenance facilities
 - ii. Administration staff and facilities
2. The operator may propose the same Base Rate in each year of the Agreement or a different rate depending upon the Operators financial and operating practices.
 3. To compute the Base Rate, the Operator must use the information provided in this RFP to determine the vehicle usage, by class. The Variable Rate proposed below will be used to compensate Operators for vehicle usage in excess of the information provided.
 4. If awarded a contract, the Consortium will use the Base Rate provided, in consultation with the Operator, to fix the “Board Labour Dispute Rate”, the “Inclement Weather Rate”, the “Mid Day Rate”, the “Rate for Operator Labour Disputes” each of which are described and defined in the Definitions in the Model Agreement.
 5. The Operator shall propose, for each vehicle class in each year the Variable Rates to be used to charge costs which are in excess of the Base Rate, including time, kilometers and fuel.
 6. All prices shall be stated exclusive of G.S.T. and P.S.T.
 7. Each Proponent shall complete the Rate Bid Form by providing the indicated Prices for which Proponent shall provide the Services.
 8. All required information and each and every space on the Form of Offer must be completed and, where applicable, "NONE" or "unable to price" must be inserted to fill any space intended to be left blank or unanswered.

6 Appendices ^{UU}

6.1 Performance Requirements Approved by the Consortium

6.2 Agreement to Abide by Established Process

The Consortium is advising the Consortium’s Trustees, staff and agents that the integrity of the RFP process requires observance of the following ground rules:

1. All communications, including requests for information, between Proponents and the Consortium must be between only the representatives of the Consortium and each Proponent, named below, who have been authorized and designated for that particular purpose.
2. Apart from the communications between and among the designated representatives, there must be no communication between the Consortium and any representative of the Proponent, and no giving of information with respect to the RFP and the Contract.
3. Any attempt on the part of any Proponent, or any of its employees, agents, contractors, subcontractors or representatives to contact any persons other than the designated representatives with respect to the RFP, or any action or violation of the above requirements, will be grounds for disqualification, and the Consortium may, in its discretion, in addition to any other rights or remedies available at law, reject any potential or actual Proposal submitted by that Proponent.
4. Proponents must accept and agree to observe the contents of this “Agreement to Abide by Established Process”, inform their staff thereof, and ensure their compliance therewith.

This Agreement to Abide by Established Process must be signed by a person who has the authority to bind the Proponent and must be submitted with the Proposal.

(Please type or print)

Company name: _____

Address: _____

Telephone: _____ facsimile: _____

E-mail: _____ web site: _____

Proponent’s authorized representative is:

Signature of responsible officer

(Please type or print name)

6.3 Declarations And Certifications

I/We the undersigned:

1. Acknowledge and accept all of the terms and conditions of the RFP.
2. Declare and certify that my/our Proposal is in compliance with the requirements of the RFP.
3. Declare and certify that all statements, prices, data and information set out in my/our Proposal are complete and accurate in all material respects.
4. Acknowledge that the Consortium reserves the right to verify any and all information provided in my/our Proposal and that false or erroneous information may result in my/our Proposal being declared non-compliant and rejected.
5. Have declared and attach written details of any situation that may be a conflict of interest or a potential or perceived conflict of interest, as required by paragraph 0 of the RFP. Where no written details are attached, I/we confirm that there is not now, nor was there in the past, any actual or potential or perceived conflict of interest relating to the preparation of my/our Proposal or my/our obligations to the Consortium, the Contract, the Contract Price or any Customer.
6. Declare that no Person other than the one whose signature, or the signature of whose officers are set out below, has any interest in my/our Proposal, and further declare that this Proposal is made without any connection, knowledge, comparison or arrangements with any other Person making a Proposal for the Services.
7. Acknowledge and agree that should it be determined that any statements provided in my/our Proposal are false or in error, the Consortium may reject my/our Proposal as non-compliant.
8. Acknowledge and agree that this Proposal is irrevocable and open for acceptance by the Consortium for a period of one hundred and twenty (120) calendar days from the Submission Deadline.
9. Declare and certify that I/we have the authority to bind the Proponent to the specific terms and conditions of the RFP and offered in my/our Proposal.

Date _____

Signature _____

Name and title _____

6.4 Tax Compliance Declaration Form

The Ontario Government expects all suppliers to pay their provincial taxes on a timely basis. In this regard, proponents are advised that any contract with the Consortium will require a declaration from the successful proponent that the proponent's provincial taxes are in good standing.

In order to be considered for a contract award, the proponent must submit the following tax compliance status statement and the following consent to disclosure:

Declaration

I/WE hereby certify that at the time of submitting its proposal, (legal name of proponent) is in full compliance with all tax statutes administered by the Ministry of Finance for Ontario and that, in particular, all returns required to be filed under all provincial tax statutes have been filed and all taxes due and payable under those statutes have been paid or satisfactory arrangements for their payment have been made and maintained.

Consent to Disclosure

I/We consent to the Ministry of Finance releasing the taxpayer information described in this Declaration to the Consortium issuing the RFP as necessary for the purpose of verifying that I/we am/are in full compliance with all statutes administered by the Ministry of Finance.

Dated at this day of 20XX

(An authorized signing officer)

(Print Name)

(Title)

(Phone Number) (Fax Number)

6.5 Form of Offer

To the **XXX Consortium** ^{XX}

1. Proponent Information ^{YY}

(a) The full legal name of the proponent is: _____

(b) Any other relevant name under which the proponent carries on business is: _____

(c) The jurisdiction under which the proponent is governed is: _____

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

(e) Whether the proponent is an individual, a sole proprietorship, a corporation, a partnership, a joint venture, an incorporated consortium or a consortium that is a partnership or other legally recognized entity: _____

2. Offer

The proponent has carefully examined the RFP documents and has a clear and comprehensive knowledge of the Deliverables required under the RFP. By submitting the proposal, the proponent agrees and consents to the terms, conditions and provisions of the RFP, including the Form of Agreement, and offers to provide the Deliverables in accordance therewith at the Rates set out in the Rate Bid Form.

6.6 The Rate Bid Form ZZ

Complete the following table for each vehicle class AAA proposed and include each table in the Financial Proposal only:

Vehicle Class	Base Rate	Km rate	Fuel Rate	Time Rate
Class Name 1 to N – repeat table for each vehicle class				

6.7 The Agreement 688

7 Endnotes To This RFP Template

A This is an example of an Endnote

B Note that this template is a guide only and Section 2 of the template, in particular, may be replaced, amended or supplemented with the procurement rules that are adopted by the Consortium issuing the RFP.

C Change to reflect the name of the Consortium or Consortium(s)

D Insert the number of years for the Agreement

E Insert the start date for the Agreement

F Amend this date to indicate the notice date in the final year of the Agreement

G Insert the termination date for the Agreement

H Insert the names of the School boards which comprise the Consortium and amend this summary history as appropriate.

I Insert the name of the procurement agency for the Consortium

J Insert the contract term – number of years

K Insert the term start and ending dates – exclusive of optional extension years

L The renewal options are optional for each Consortium – amend these or delete these as needed

M Include the name of the Consortium

N Insert here – the contract duration

O Insert the closing date for proposal addenda.

P Pick one or the other

Q Insert the date and the location for a Mandatory (or optional) proponent information meeting

R Use this wording if Mandatory, or else indicate that the meeting is optional

S Insert the closing date for questions

T Name, title and the email address of the RFP Manager.

U Insert correct date

V Insert an appropriate time here

W Insert the RFP response deadline date and time

-
- X** Insert the delivery address for the RFP responses by the Operators
- Y** Ontario Tax Compliance inclusion is at the discretion of the Consortium issuing the RFP – see also 6.4 Tax Compliance Declaration Form.
- Z** Insert the Contract Term
- AA** Amend this to reflect the last year of the agreement
- BB** Insert the usual expiry period for your Consortium – 120 days is suggested as a best practice
- CC** This section is optional and depends upon the decision of the Consortium to include in the RFP a requirement to provide a performance surety requirement in the RFP. Guidelines for the inclusion and amount of the surety are noted in the Contract Template- Article 17.
- DD** This section provides a placeholder to include a reference to a document which contains a Statement of Work for this RFP. The Model SOW has been included as a separate document in the package of documents for SchoolBus Services, and the SOW must be carefully tailored to match the needs of each Consortium and to maintain a consistency between the RFP Template, the SOW and the Model Agreement.
- EE** This is a suggested set of requirements which will attract scores and weightings that affect the overall evaluation of the RFP. The RFP writer must make the following adjustments to the requirements listing provided:
1. First, a list of requirements must be developed. Each requirement should contain sufficient detail to allow the respondents to produce a response which is measurable by the Consortium Evaluation Team.
 2. Each requirement should contain a scoring guideline that may be used by the responders and must be used by the evaluators to assess each response against a quantifiable scale of scores. The scale of scores relate to each requirement in isolation; the comparative importance of each requirement is covered in the next step 3.
 3. Each requirement must be weighted to indicate the relative importance of each requirement compared to all of the requirements that are scored. The sum of the weightings will be 100%.
- FF** The weights may be derived by the RFP builder using the Evaluation Modeller that is described later in these endnotes
- GG** Note that the sum of all weights listed in this table must equal 100%.
- HH** Note that all point scores here are illustrative only, the RFP writer must vary these when issuing the RFP

II Include here the maximum vehicle age permitted within each vehicle class – the scores applied here must be consistent with the vehicle ages indicated in the Template Agreement

JJ The point scoring in this table must be consistent with the Vehicle Age requirements in the contract which may vary from Consortium to Consortium.

KK This value, which is a summation of all of the weightings must equal 100%

LL Each of the percentages shown must total 100%. These two numbers indicate the relative weights of Financial and non-financial components in the RFP. The selection of the actual weights is at the discretion of each Consortium. These weights and other components of the evaluation may be modeled by the RFP builder using the model described later.

MM To help in setting scores and weights, a Modelling tool has been developed specifically for SchoolBus RFP design and evaluations. The tool can be accessed on line at <http://www.newxco.com/schoolbus/test3.html> and a full instruction manual for the use of the tool is provided as a separate document to this RFP template. The tool may be used to develop the scoring model for the RFP and to score vendor responses.

NN The total points available for the rated requirements is calculated as a percentage of 1000 points where the percentage has been set by the Consortium. The setting of these percentages and weights may be derived from the evaluation model described in these notes.

OO Insert the maximum score possible for the scored items

PP Using the modeling tool, the chart may contain more, or less, requirements than are shown here, and the weights may also be adjusted as needed.

QQ Each of the percentages shown must total 100%. These two numbers indicate the relative weights of Financial and non-financial components in the RFP. The selection of the actual weights is at the discretion of each Consortium and may be derived from the modeling tool provided.

RR The use of threshold values is optional and the noted section may be omitted if they are not used in the evaluation.

SS The weights and classes sought in the RFP must be entered by each Consortium. The total of all weights must be 100%. It is suggested that the greatest weight should be given to the prominent vehicle class expected or desired and all other weights adjusted proportionately. These weights and scores may be derived from the modeling tool provided.

TT Note that the evaluation models assume that a single bidder will be contracted as a result of each RFP and the winning bidder may supply vehicles in multiple vehicle classes. If the RFP is designed to select multiple winners perhaps in different classes then the evaluation methodology must be suitably adjusted to reflect exactly what is being procured.

UU Note that the content and structure of these Appendices must be altered or deleted to align with the Performance Requirements in the Model Agreement. These performance requirements are to be provided by each Consortium as per their requirements.

VV Ontario Tax Compliance – this form is provided in the event that the Consortium and/or Ministry of Education requires its inclusion

WW The Proponent must complete this declaration in the spaces that are indicated in Green. The completion of this declaration is a Mandatory requirement

XX Insert here the name of the Operator submitting the bid

YY The Proponent must complete all of the information required on this form which is a Mandatory requirement

ZZ The Rate Bid Form is a Mandatory form which must be fully completed, unconditional and included in the Proponent's Financial Proposal.

AAA The table should be repeated for each vehicle class for which pricing is sought by the Consortium. The tables should each reflect the Contract duration sought by the RFP

BBB The complete model agreement is added here to the RFP document.