



**PRE-QUALIFICATION
Extra Curricular and Charter Transportation Services
#476**

Wednesday, June 24, 2015

Issued by: The Thames Valley District School Board

Return Date: prior to 12:00:00 noon, Thursday, July 16, 2015

| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
|------------|---|-----------------------------|---------|
| 1.0 | INTRODUCTION | | |
| 1.0.1 | A Co-operative agreement has been reached to include the London District Catholic School Board in this bid. The TVDSB accepts no liability for acts of, decisions by, and information about the London District Catholic School Board. The decision to participate within the terms of the bid document is strictly the decision of the London District Catholic School Board. | | |
| 1.0.2 | The Thames Valley District School Board (hereafter referred to as the TVDSB) invites interested parties to submit sealed submissions in response to this bid document. The TVDSB is one of the largest public school boards in the Province of Ontario and is comprised of all public schools within the counties of Elgin, Middlesex, and Oxford. The TVDSB is the employer of approximately 8,000 staff and operates 162 schools with an estimated enrolment of 75,000 students. | | |
| 1.0.2.1 | Listings of TVDSB schools may be found at http://www.tvdsb.ca/schools.cfm?subpage=3826 . | | |
| 1.0.3 | The London District Catholic school system (hereafter referred to as the LDCSB) has 48 elementary and 8 secondary schools providing a full range of education experiences from Junior Kindergarten through to the completion of secondary school. In addition, Continuing Education for adult learners is available. 21,000 students in the counties of Middlesex, Oxford and Elgin, including the cities of London, St. Thomas and Woodstock are educated in this school system. | | |
| 1.0.3.1 | Listings of LDCSB schools may be found at http://www.ldcsb.on.ca/School/Pages/Default.aspx . | | |
| 1.1 | PURPOSE | | |
| 1.1.1 | The purpose of this document is to pre-qualify suppliers for extra curricular student transportation services including bus service, wheelchair/van service, subject to the conditions herein. | | |
| 1.1.2 | It is the intention of the TVDSB and the LDCSB to establish a list of Bus Operators who would be able to provide quality Bus Transportation Services for extra curricular student transportation and field trips as required. The results of this procurement including pricing will be posted on the TVDSB intranet for schools to select the appropriate operator to meet their service and financial requirements. The Board reserves the right to pre-qualify a limited number of Operators which the Board deems suitable. | | |
| 1.1.3 | Operators who do not participate in the Pre-Qualification process and who are not subsequently approved will be excluded from bid opportunities during the term of this Pre-Qualification. | | |
| 1.1.4 | The Boards reserve the right to use additional providers for transportation services other than those identified in the bid document. | | |
| 1.1.5 | A Vendor of Record will be determined and is to be used as a preferred suppliers list by schools/sites as required. | | |
| 1.1.6 | Only proponents deemed to be in the business of carrying passengers for compensation will be allowed to submit a bid. | | |

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| 2.0 | BID DEFINITIONS AND INFORMATION | | |
| 2.1 | DEFINITIONS | | |
| 2.1.1 | The following words are used throughout this bid document and proponents should note these conditions when completing their bid submission. | | |
| 2.1.1.1 | The word "MUST" - proponents "must" include the required information in bid submission. Failure to include the required information will deem submission noncompliant. | | |
| 2.1.1.2 | The word "SHOULD" - proponents "should" include the required information in bid submission. | | |
| 2.1.1.3 | The word "NONCOMPLIANT" – Bid submissions will be eliminated from further evaluation if the submission does not include the required information. | | |
| 2.1.1.4 | The word "SUBCONTRACTOR" shall mean a person, firm or company hired by the proponent(s) or the successful proponent(s) to perform all or any portion of this bid. | | |
| 2.1.1.5 | The word "QUALIFIED" shall mean a proponent who is compliant and has included the required information in their bid submission. | | |
| 2.1.1.6 | BID IRREGULARITY: A deviation between the requirements (terms, conditions, specifications, special instructions) of a bid response for the purposes of this bid; bid irregularities are further classified as major irregularities or minor irregularities. The classification of what is a major irregularity or a minor irregularity shall be the sole discretion of the TVDSB and the LDCSB. | | |
| 2.1.1.6.1 | Major Irregularity: A deviation from the bid request which affects the price, quality, quantity or delivery, and is material to the award. If the deviation is permitted, the proponent could gain an unfair advantage over competitors. The TVDSB and the LDCSB will reject any bid which contains a major irregularity. | | |
| 2.1.1.6.2 | Minor Irregularity: A deviation from the bid request which affects form, rather than substance. The effect on the price, quality, quantity or delivery is not material to the award. If the deviation is permitted or corrected the proponent would not gain an unfair advantage over competitors. The TVDSB and the LDCSB may permit the proponent to correct a minor irregularity. | | |
| 2.1.1.7 | Boards: This is jointly issued by the London District Catholic School Board and the Thames Valley District School Board. In this document Board(s) may mean either one as separate parties or both jointly. | | |
| 2.1.1.8 | Consortium: The Boards have created a transportation consortium known as Southwestern Ontario Student Transportation Services (STS) for the purpose of overseeing home-to-school transportation. The Consortium does not oversee or coordinate field trip or charter services but may be referred to in this document if so required and will therefore appear as "the Consortium" or "STS". | | |
| 2.1.1.9 | Actual Departure Time: For the purpose of determining whether the peak time or off-peak time applies, the actual departure time will be used, regardless of the scheduled booking time set by the Booking agent. | | |

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| 2.1.1.10 | Booking Agent: The Booking Agent is the representative at the school site or school board who is the contact person responsible for the trip arrangements and the person to whom the invoice shall be directed | | |
| 2.1.1.11 | Charter Rate: The Charter Rate is to include but may not be limited to the operator's operational costs resulting from the provision of service. See Worksheet G - Agreement - Schedule F – Rates. | | |
| 2.1.1.12 | Peak Time: For the purpose of this Agreement, is defined as a yellow school bus scheduled to arrive at the pick up destination (typically a school site) prior to 9:15 am and/or arriving at the drop off destination after 2:15 pm. | | |
| 2.1.1.13 | Off-Peak Time: For the purpose of this Agreement, is defined as a yellow school bus scheduled to arrive at the pick up destination (typically a school site) <i>at or after</i> 9:15 AM and/or arriving at the drop off destination <i>before</i> 2:15 pm. | | |
| 2.1.1.14 | 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. | | |
| 2.1.1.15 | Inclement Weather Cancellation Fee: The Board(s) will pay an inclement weather cancellation fee per vehicle in the event that a booked trip(s) is cancelled on the day of the scheduled trip due to inclement weather in recognition of incurred operating costs. The Inclement Weather Cancellation Fee is set out in Worksheet G - Agreement - Schedule F – Rates. | | |
| 2.1.1.16 | Show Up Fee: The Operator will apply a Show Up Fee in the event the bus arrives at the pick up location specified by the Booking Agent and is not required without cancellation by the Booking Agent to the Operator 48 hours prior to the scheduled pick up. The Show Up Fee is set out in Worksheet G - Agreement - Schedule F - Rates. | | |
| 2.1.1.17 | Single Rider Trip: A single rider trip (for a maximum of two passengers) may be required at the request of the Booking Agent. | | |
| 2.1.1.18 | Wait Time Fee: The Board(s) will pay a fee for waiting 15 minutes or more beyond the scheduled arrive and/or departure time. See Worksheet G - Agreement - Schedule F – Rates. | | |
| 2.2 | STRUCTURE OF THIS BID | | |
| 2.2.1 | Proponents must use the online bid entry system which is available on the internet at: | | |
| 2.2.1.1 | www.tvdsb.ca | | |
| 2.2.1.2 | "Board" | | |
| 2.2.1.3 | "Purchasing" | | |
| 2.2.1.4 | "Bids" | | |
| 2.2.1.5 | Scroll to the end of the document, click "Proceed to inquiry/download page". | | |
| 2.2.1.6 | Proceed to the bid, click "New" icon | | |
| 2.2.1.7 | You will be directed to the "TVDSB Client Portal" | | |
| 2.2.1.7.1 | Proponents that already have a TVDSB Client Portal account: | | |
| 2.2.1.7.1.1 | Click "TVDSB Login". | | |
| 2.2.1.7.1.2 | Login using TVDSB Client Portal account and password. | | |

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| 2.2.1.7.2 | Proponents that do not already have a TVDSB Client Portal account: | | |
| 2.2.1.7.2.1 | Click "Sign up now". | | |
| 2.2.1.7.2.2 | Read TVDSB Client Portal Disclaimer, scroll to bottom and click "I agree" or "I do not agree". | | |
| 2.2.1.7.2.3 | If "I do not agree" was clicked, you will not be able to proceed. If "I agree" was clicked, you will be taken to "New Account Application". | | |
| 2.2.1.7.2.4 | Complete account information and click "Create My Account" | | |
| 2.2.1.7.2.5 | Click "TVDSB Login". | | |
| 2.2.1.7.2.6 | Login using new TVDSB Client Portal account and password. | | |
| 2.2.1.8 | Within the Client Portal click "Open to Bid" | | |
| 2.2.1.9 | Click on the "New" icon for the bid upon which you will be bidding. | | |
| 2.2.1.10 | Download the 2015Appendices476.xlsx file to your hard drive. | | |
| 2.2.1.10.1 | The file contains the following worksheets: | | |
| 2.2.1.10.1.1 | Worksheet A: Terms and Conditions in Excel format | | |
| 2.2.1.10.1.2 | Worksheet B: Requirements in Excel format | | |
| 2.2.1.10.1.3 | Worksheet C: Current Vehicles in Excel format | | |
| 2.2.1.10.1.4 | Worksheet D: Drivers in Excel format | | |
| 2.2.1.10.1.5 | Worksheet E: Pricing in Excel format | | |
| 2.2.1.10.1.6 | Worksheet F: Acts and Regulations in Excel format | | |
| 2.2.1.10.1.7 | Worksheet G: Responsibilities of the Bus Company | | |
| 2.2.1.10.1.8 | Worksheet H: Contract Management in Excel format | | |
| 2.3 | RETURN LOCATION | | |
| 2.3.1 | Sealed bid submissions must be returned to: | | |
| 2.3.2 | "Tenders Clerk" | | |
| 2.3.3 | Tenders Clerk's box, Basement, Education Centre | | |
| 2.3.4 | Thames Valley District School Board | | |
| 2.3.5 | 1250 Dundas Street | | |
| 2.3.6 | London, Ontario | | |
| 2.3.7 | N5W 5P2 | | |
| 2.3.8 | The bid submission envelope should show the bid document name, number, return date and time (as set out in Section 9.5 - Labeling of Envelope.) | | |
| 2.3.9 | The bid submission must be returned to the "Tenders Clerk" for your bid submission to be accepted. | | |
| 2.3.10 | Delivery to the "Tenders Clerk" is the responsibility of the proponent. | | |
| 2.3.11 | Submissions received by electronic transmission (i.e. fax or email) will not be accepted. | | |
| 2.3.12 | Late bids will be returned to the proponent, unopened, if a return address is included on the submission envelope. | | |
| 2.4 | IMPORTANT DATES | | |
| 2.4.1 | ISSUE DATE: Wednesday, June 24, 2015 | | |
| 2.4.2 | RETURN DATE and TIME: prior to 12:00:00 noon local time Thursday, July 16, 2015 | | |

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| 2.5 | QUESTIONS | | |
| 2.5.1 | All questions pertaining to this bid document are to be addressed to: Todd Springer, by Fax (519) 452-2399 or t.springer@tvdsb.on.ca. All questions pertaining to this bid document must be submitted in writing. | | |
| 2.5.2 | Questions concerning the terms and conditions of the bid document, whether made orally or in writing, to any individual other than indicated above, may at the sole discretion of the TVDSB, render your submission noncompliant. Direct questions in written form only to: Todd Springer. The TVDSB will only be bound by written answers to questions . | | |
| 2.5.3 | Should any questions raised by a proponent necessitate an addendum to this bid document, the addendum will be posted to the TVDSB Web Site. | | |
| 3.0 | CONTRACT TERM/PRICING/TAXES/DELIVERY/PAYMENT | | |
| 3.1 | CONTRACT TERM | | |
| 3.1.1 | The term of this agreement shall be for 1 year, unless otherwise provided herein, terminating on August 31, 2016. | | |
| 3.1.2 | The TVDSB and the LDCSB may, at the end of this contract term, extend the contract for a period of 4 years, in one year increments, and will advise the proponent, in writing, of their intentions. | | |
| 3.1.3 | Proponents should state if your company would agree to extending this contract with the same terms and conditions for a second year ending August 31, 2017. | | |
| 3.1.4 | Proponents should state if your company would agree to extending this contract with the same terms and conditions for a third year ending August 31, 2018. | | |
| 3.1.5 | Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fourth year ending August 31, 2019. | | |
| 3.1.6 | Proponents should state if your company would agree to extending this contract with the same terms and conditions for a fifth year ending August 31, 2020. | | |
| 3.2 | PRICING | | |
| 3.2.1 | Proponents must complete Worksheets B to E. | | |
| 3.2.2 | All charges must be included. Prices quoted must be for goods and services exactly as specified and in Canadian funds, unless otherwise indicated. | | |
| 3.2.4 | Prices must remain in effect for the initial one year term of the contract beginning on September 1, 2015 and ending on August 31, 2016. | | |
| 3.2.5 | The TVDSB and the LDCSB will expect the price to hold on all of the runs listed in Worksheet E - Pricing. The schools will be expected to request price quotations for any additional requirements from the pre-qualified operators with no change in the terms and conditions. | | |
| 3.3 | TAXES | | |
| 3.3.1 | HST: Where applicable, Harmonized Sales Tax must be shown separately as an extra on all invoices in accordance with Canadian and Provincial Government regulations. | | |

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| 3.4 | INVOICING/PAYMENT TERMS | | |
| 3.4.1 | All invoices for the TVDSB and the LDCSB must be sent to the Thames Valley District School Board, 1250 Dundas Street, P.O. 5888, London, Ontario N6A 5L1. Attention: Accounts Payable or the London District Catholic School Board, 5200 Wellington Street South, London, ON N6A 4X5. Some services may be paid directly by the school(s) from non-Board funds. | | |
| 3.4.2 | The Boards would prefer that for this contract that there are no deposits required. | | |
| 3.4.3 | Applicable taxes should be shown as separate line items on all invoices. | | |
| 3.4.4 | Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice. | | |
| 3.4.5 | Proponents should state percentage discount for early payment and net payment terms. | | |
| 4.0 | SPECIFICATIONS/REQUIREMENTS | | |
| 4.1 | REQUIREMENTS | | |
| 4.1.1 | For each requirement as described in the Worksheets, proponents must place a response in the appropriate column. | | |
| 4.1.2 | The TVDSB spent appr. \$1.1 million for charter bus services in the 2013 - 2014 school year. | | |
| 4.1.3 | Entering into a Contract with the successful Operator shall not limit the right of the TVDSB and the LDCSB 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 TVDSB and the LDCSB and the successful operator. | | |
| 4.1.4 | The successful Operator must ensure that the service level provided is within TVDSB and LDCSB transportation policy guidelines. | | |
| 4.1.5 | The TVDSB and the LDCSB reserve the right to award to multiple proponents. | | |
| 4.2 | LOSS OF SERVICE | | |
| 4.2.1 | In the event of a strike or lock-out involving employees of the Operator, the TVDSB and the LDCSB reserve the right to provide alternate transportation as long as such a strike or lock-out is in effect and charge the Operator all costs which are greater than the contract. | | |
| 4.2.2 | In the event of a strike or lock-out involving TVDSB and/or LDCSB employees or any other employee groups, the Operator will be expected to cross picket lines to deliver and pickup the students. | | |
| 4.2.3 | The TVDSB and the LDCSB will not be responsible to pay for transportation under the following conditions: | | |
| 4.2.3.1 | ▪ School closures due to any strike or lock-out | | |
| 4.2.3.2 | ▪ School closures due to Professional Development days in both Elementary and Secondary Schools | | |
| 4.2.3.3 | ▪ School closures due to weather conditions | | |
| 4.2.3.4 | ▪ Any changes to the TVDSB and/or LDCSB transportation policy | | |
| 4.3 | STATISTICAL REPORT | | |
| 4.3.1 | The Operator must be prepared to provide the TVDSB and the LDCSB with the following information in an electronic spreadsheet format on a quarterly basis for each trip: | | |

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| 4.3.1.1 | • School | | |
| 4.3.1.2 | • Trip - Pickup Location | | |
| 4.3.1.3 | • Trip - Pickup Time | | |
| 4.3.1.4 | • Trip - Drop Off Location | | |
| 4.3.1.5 | • Trip - Drop Off Time | | |
| 4.3.1.6 | • Trip - One Way or Return | | |
| 4.3.1.7 | • Trip - Return Departure Time | | |
| 4.3.1.8 | • Type of Vehicle | | |
| 4.3.1.9 | • Date | | |
| 4.3.1.10 | • Number of Kms | | |
| 4.3.1.11 | • Cost | | |
| 4.3.1.12 | • Invoiced to School (Non-Board Funds) or TVDSB and/or LDCSB | | |
| 4.3.2 | The Operator hereby agrees to perform any survey, counts or checks requested by the TVDSB and/or LDCSB and to provide promptly such information as the TVDSB and/or the LDCSB may require in relation to vehicles, MTC inspections, safety checks, occupancy, loading, distance, driver qualification, performance, vaccination or any other aspect of concern to the TVDSB and/or LDCSB. | | |
| 5.0 | TERMS AND CONDITIONS | | |
| 5.1 | GENERAL TERMS AND CONDITIONS | | |
| 5.1.1 | Any response submitted to the bid is IRREVOCABLE for 120 days. | | |
| 5.1.2 | A proponent who has already submitted a bid may submit an addendum in writing and signed by the proponent at any time up to the official closing time. No facsimiles shall be accepted. The last submission shall supersede and invalidate all previous submissions by that proponent as it applies to this bid. Addenda must be submitted to the "Tenders Clerk" in the same manner and within the same time constraints as the bid submission. | | |
| 5.1.3 | A proponent may withdraw the bid at any time up to the official closing time by letter bearing his/her signature as it is in the submission. Withdrawal requests received after the closing date shall not be permitted. Submission withdrawals must be submitted to the "Tenders Clerk" in the same manner and within the same constraints as a bid submission. | | |
| 5.1.4 | The issuance of this call for bids shall not constitute any obligation on the part of the TVDSB and/or the LDCSB to any firm or individual who submits a bid. | | |
| 5.1.5 | The proponent should have satisfactorily fulfilled all relevant obligations as required under the terms and conditions of any previous award in order to be considered as an acceptable proponent. | | |
| 5.1.6 | The laws of the Province of Ontario shall govern in any dispute occasioned as a result of the performance or non-performance and/or workmanship of a contract issued pursuant to the bid and any dispute arising out of the issuance of and response to this bid. | | |

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| 5.1.7 | The TVDSB and/or the LDCSB reserves the right to withdraw the award of the contract to a successful proponent(s) within 30 days of the award if in the opinion of the TVDSB and/or the LDCSB the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB and/or the LDCSB. The TVDSB and/or the LDCSB shall be entitled to do so without any liability being incurred by the TVDSB and/or the LDCSB to the proponent | | |
| 5.1.8 | The lowest or any bid submission may not necessarily be accepted. The TVDSB and/or the LDCSB reserves the right to decline any or all bid submissions, or to cancel the bid call in whole or in part at any time prior to making an award, for any reason, or no reason, without liability being incurred by the TVDSB and/or the LDCSB to any proponent for any expense, cost, loss or damage incurred or suffered by the proponent as a result of such withdrawal. | | |
| 5.1.9 | All costs associated with the preparation of the bid submission will be solely the responsibility of the proponent. | | |
| 5.1.10 | The TVDSB and/or the LDCSB reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers. | | |
| 5.1.11 | All of the terms and conditions of this bid are deemed to be accepted by the proponent and incorporated into the proponent's proposal submission. It is the TVDSB's and the LDCSB's intention that the Terms and Conditions stated in this bid and the successful proponent's response to this bid will form the contract between TVDSB and the LDCSB and the successful proponent(s). Any conflict in the wording of the proponent's invoice and/or sales agreement and the wording of the terms and conditions of this proposal, shall be resolved in favour of the TVDSB and the LDCSB and shall be deemed to be incorporated into the proponent's invoice and/or sales agreement. | | |
| 5.1.12 | The successful proponent(s) must not at any time subcontract any portion of its contract with the TVDSB and the LDCSB nor shall it assign the contract without the written permission of the TVDSB and the LDCSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB and the LDCSB without written permission of the TVDSB and the LDCSB. | | |
| 5.1.13 | While the TVDSB and the LDCSB has used considerable efforts to ensure an accurate representation of information in this bid document, the information contained herein is contained solely as a guideline for proponents. The information is not guaranteed or warranted to be accurate by the TVDSB and the LDCSB, nor is it necessarily comprehensive or exhaustive. Nothing in this bid document is intended to relieve proponents from forming their own opinions and conclusions in respect to the matters addressed in this bid document. | | |

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| 5.1.14 | The TVDSB and the LDCSB may accept or waive a minor irregularity, or where practical to do so the TVDSB and the LDCSB may as a condition of bid acceptance request a proponent to correct a minor irregularity with no change in bid price. Items of non compliancy on any bid submissions which do not strictly comply with the provisions, procedures and requirements of this bid, or are incomplete, ambiguous, or which contain errors, alterations, misleading information, omissions, or irregularities of any kind, may be rejected and disqualified at the discretion of the TVDSB and the LDCSB. All proponents agree to provide all such additional information as, and when requested, at their own expense, provided no proponent in supplying any such information shall be allowed, in any way to change the pricing or other cost quotations originally given in its bid submission or in any way materially alter or add to the solution originally proposed. | | |
| 5.1.15 | All TVDSB and LDCSB policies, procedures and regulations must be adhered to by the successful | | |
| 5.1.15.1 | Smoking is prohibited in all TVDSB and LDCSB buildings and on all TVDSB and LDCSB property. | | |
| 5.1.15.2 | Some TVDSB and LDCSB sites are equipped with video surveillance cameras. | | |
| 5.1.15.3 | The successful proponent(s) is obliged to cooperate with all recycling and environmental procedures and initiatives established by government, the TVDSB and LDCSB and each school. | | |
| 5.1.16 | The successful proponent(s) will reimburse the TVDSB and/or the LDCSB for any damages through negligence or wilful acts of any of the successful proponent(s)' employees or contracted staff. | | |
| 5.1.17 | The successful proponent(s)' employees and contracted staff shall not be considered TVDSB and/or the LDCSB employees and shall not represent themselves as an agent of the TVDSB and/or the LDCSB nor be eligible for any of the benefits provided to TVDSB and/or the LDCSB employees. | | |
| 5.1.18 | The TVDSB and the LDCSB reserve the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB's and the LDCSB's opinion, their conduct has been of an unacceptable nature. | | |
| 5.1.19 | The successful proponent(s) will be responsible for seeing that regular supervision is maintained over all working personnel. It is the proponent's responsibility to see that all their activities are properly coordinated with the TVDSB's and the LDCSB's operations and modify assignments as required. | | |
| 5.1.20 | This bid document is being issued pursuant to the TVDSB's and the LDCSB's Purchasing Policies | | |

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| 5.2 | CANCELLATION OF CONTRACT / LOSS OF SERVICE | | |
| 5.2.1 | The TVDSB and the LDCSB reserve the right to terminate this contract within 30 days written notice if, in its opinion, the successful proponent(s) fails to meet the terms and conditions of the contract. Notwithstanding the termination of the contract, the successful proponent(s) shall remain responsible for its obligations under this contract up to the date of termination. The TVDSB and the LDCSB reserve the right to commence an action in a court of competent jurisdiction against the successful proponent(s) for damages that result from the breach of the terms and conditions of the contract, by the successful proponent(s). | | |
| 5.2.2 | If the contract is cancelled the successful proponent(s) will be responsible for all additional costs incurred to complete the contract. | | |
| 5.2.3 | This agreement may be cancelled: | | |
| 5.2.3.1 | ▪ If the successful proponent(s) fails to fulfill any of the terms of the Agreement or the Schedules due to non-performance or unacceptable quality of service. | | |
| 5.2.3.2 | ▪ If the successful proponent(s) does not submit to the TVDSB and/or the LDCSB upon request, proof that each driver has had a tuberculin test and, where required, a chest x-ray examination as a condition of employment. | | |
| 5.2.3.3 | ▪ If the successful proponent(s) fails to operate the vehicle in accordance with the requirements of The Public Vehicles Act and the Regulations there under, or all other Acts covering public transportation and Regulation there under and of any existing regulation of the TVDSB and/or the LDCSB governing the transportation of students. | | |
| 5.2.3.4 | ▪ If the successful proponent(s) has been convicted of an offense under the Criminal Code of Canada, the Food and Drugs Act, or the Narcotic Control Act. | | |
| 5.2.3.5 | ▪ If the successful proponent(s) employs, as a driver, a person who has been convicted of any offence under the Criminal Code of Canada, the Food and Drug Act, or the Narcotic Control Act and the successful proponent(s) has failed to comply with a request of the TVDSB and/or the LDCSB to remove the successful proponent('s) employment of the said driver for the TVDSB and/or the LDCSB contract. | | |
| 5.2.3.6 | ▪ If the successful proponent(s) fails to remove a driver for the TVDSB and/or the LDCSB contract when requested by the TVDSB and/or the LDCSB pending investigation where there are reasonable grounds to believe that the driver has been involved in any inappropriate behaviour involving children being transported. | | |
| 5.2.4 | The TVDSB and/or the LDCSB shall have the right to retain and set off from any monies payable to the successful proponent(s) under the contract the total outstanding amount from time to time and for all damage claims by the TVDSB and/or the LDCSB or any third parties arising out of this contract which have not been resolved by the successful proponent(s) or its insurer. | | |
| 5.2.5 | The TVDSB and the LDCSB reserve the right to withhold monies owing under a contract to the value of the obligation to a maximum of the monies owing to the successful proponent(s) for any indebtedness of the supplier that may impact on the TVDSB and the LDCSB. | | |

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| 5.2.6 | The successful proponent(s) shall be responsible for ensuring continuous delivery of the goods and services in the event of a labour disruption by either, the successful proponent(s), the TVDSB's and/or the LDCSB's staff or third party interruptions. | | |
| 5.2.7 | In the event that the successful proponent(s) becomes insolvent, and/or the successful proponent(s) is unable or unwilling to provide the contracted service for a period of more than 30 consecutive days during the period of the contract, the TVDSB and/or the LDCSB shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB and/or the LDCSB in addition to all of its other rights pursuant to the term of this Bid. | | |
| 5.3 | FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT | | |
| 5.3.1 | Proponents agree that all documentation and information contained in any bid submissions and any addendum that becomes the property of the TVDSB and the LDCSB shall be subject to disclosure pursuant to an application pursuant to a Municipal Freedom of Information and Protection of Privacy Act request for disclosure. Notwithstanding that a bid submission or an addendum may contain a trade secret of the proponent, intellectual property right of the proponent, or scientific, technical, commercial, pricing or other financial or labour relations information or any other similar secret. | | |
| 5.3.2 | A proponent specifically consents to the disclosure of any and all information contained in their bid submission or any addendum pursuant to a request for disclosure pursuant to a Municipal Freedom of Information and Protection of Privacy Act and such consent shall be considered a consent given pursuant to Subsection 10(2) of the said Act. Notwithstanding the aforesaid, the proponent assigns all rights, titles and interests that they have in the bid submission, and any addendum to the TVDSB and the LDCSB, including the right to copy and/or publish the same as the TVDSB and the LDCSB see fit, notwithstanding that no request for disclosure is made pursuant to the Municipal Freedom of Information and Protection of Privacy Act. | | |
| 5.3.3 | All proponents agree not to disclose any information provided by the TVDSB and the LDCSB in this bid document to any third party without the written consent of the TVDSB and the LDCSB. | | |
| 5.4 | PERSONAL INFORMATION PROTECTION AND ELECTRONIC DOCUMENTS ACT | | |
| 5.4.1 | The Proponent represents and warrants that if the proponent is or becomes subject to any private sector privacy legislation in responding hereto, or in carrying out its obligations under any subsequent agreement, the Proponent will be solely responsible for compliance with such legislation. Without limitation, the Proponent represents and warrants that if the Proponent is subject to the Personal Information Protection and Electronics Act, S.C. 2000, c.5, including any amendments thereto ("PIPEDA"), the Proponents shall ensure PIPEDA compliance of: | | |
| 5.4.2 | All PIPEDA Protected Information the Proponent collects directly from the individual or indirectly from the Board or others | | |
| 5.4.3 | All PIPEDA Protected Information the Proponent uses or discloses in the course of responding hereto or in performing its obligation under any subsequent agreement and, | | |

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| 5.4.4 | All PIPEDA Protected Information the Proponent transfers or discloses to the Board | | |
| 5.4.5 | For the purposes hereof, "PIPEDA Protected Information" means any "Personal Information" or "Personal Health Information" as such terms are defined in PIPEDA. | | |
| 5.5 | ACCESSIBILITY FOR ONTARIANS WITH DISABILITIES | | |
| 5.5.1 | The successful proponent shall comply with the provisions of the Accessibility for Ontarians with Disabilities Act, 2005, and the regulations thereunder with regard to the provision of its goods or service to persons with disabilities. The proponents acknowledge that pursuant to the Accessibility for Ontarians with Disabilities Act, 2005, the Board must, in deciding to purchase goods or services through its procurement process, consider the accessibility for persons with disabilities to such goods or services. This legislation can be accessed through the following link to the Government of Ontario's website: http://www.e-laws.gov.on.ca/html/statutes/english/elaws_statutes_05a11_e.htm | | |
| 5.6 | HUMAN RIGHTS AND CHILD LABOUR LAWS | | |
| 5.6.1 | Any infringement on human rights, but namely those of children, is of considerable concern to the TVDSB and the LDCSB. Proponents wishing to do business with the TVDSB and the LDCSB are asked to promote the purchase of goods from companies that operate in full compliance with the laws of their respective countries and with all applicable child labour laws, rules and regulations related to hiring, wages, hours worked, overtime and working conditions. | | |
| 5.6.2 | Proponents should indicate your firm's policy and present practices and procedures in place to encourage promotion of this objective. | | |
| 5.6.3 | For proponents information the web site address of the International Labour Organization and its objectives toward the abolition of child labour is: | | |
| 5.6.3.1 | http://www.ilo.org | | |
| 5.7 | HEALTH, SAFETY REGULATIONS | | |
| 5.7.1 | All equipment requiring approval (Hydro One, C.S.A., ULC., etc.) must be completely assembled and must bear a label showing approval of assembly prior to delivery. The TVDSB and the LDCSB shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB and the LDCSB reserve the right to invoice the successful proponent(s) for the cost of certification/replacement. | | |
| 5.7.2 | Every person who supplies any machine, device, tool, equipment or service to the TVDSB and/or the LDCSB must ensure that the machine, device, tool, equipment or service complies with the Occupational Health and Safety Act and Regulations of Industrial Establishments. The burden of proof rests with the supplier. | | |
| 5.7.3 | The Ministry of Education and Training and the Ministry of Health provides regulations specifying which substances/products are not acceptable. If applicable, the successful proponent(s) must supply MATERIAL SAFETY DATA SHEETS providing us with the breakdown of components for any products used in our facilities with every shipment. | | |

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| 5.7.4 | The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB and the LDCSB require contractors maintain procedures, training and enforcement so that the responsibilities are carried out at our workplace. The contract shall abide by and strictly adhere to the regulations and conditions set out and laid down by the most current versions of the Occupational Health and Safety Act, 1990, Chapter 0-1. Their workers must be trained in WHMIS in accordance with Occupational Health and Safety Act Regulations. They must adhere to all of the TVDSB's and the LDCSB's Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws. | | |
| 5.7.5 | The TVDSB and the LDCSB reserve the right to request a copy of a proponent's Health and Safety Policy, Procedures and Guidelines. | | |
| 5.8 | COMMERCIAL LIABILITY INSURANCE | | |
| 5.8.1 | The successful proponent(s) must be covered by Commercial General Liability Insurance throughout the term of the contract. Each proponent must state if it has Commercial General Liability Insurance Coverage. | | |
| 5.8.2 | Each proponent should show proof with the submission of this bid that upon the award of this contract that it will be covered by Commercial Liability Insurance coverage with limits of \$5 million per occurrence for liability (by way of primary coverage and/or Umbrella Coverage and/or otherwise), arising at law for damages caused by reason of bodily injury (including death) or damage to property by its employees or subcontractors. If the proponent does not presently have \$5 million per occurrence of Commercial Liability Insurance coverage, the proponent shall provide a written assurance from his insurer or agent on the insurer's or agent's letterhead that liability insurance limits will be increased to \$5 million per occurrence from the commencement of the contract should the contract be awarded to the proponent. The successful proponent(s) further agrees to maintain good standing throughout the term of the contract. The TVDSB and the LDCSB reserve the right to request proof of coverage any time throughout the duration of the contract. | | |
| 5.8.2.1 | This liability policy shall contain the following coverage: | | |
| 5.8.2.2 | Personal Injury and Property Damage | | |
| 5.8.2.3 | Non-Owned Automobile Liability | | |
| 5.8.2.4 | Owners and Contractors Protective Coverage | | |
| 5.8.2.5 | Contractual Liability | | |
| 5.8.2.6 | Broad Form Property Damage | | |
| 5.8.2.7 | Products and Completed Operation Insurance | | |
| 5.8.2.8 | Contingent Employees Liability | | |
| 5.8.2.9 | Cross Liability Clause and Severability of Interest Clause | | |

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| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
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| 5.8.3 | Upon an award to the successful proponent(s) by the TVDSB and the LDCSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB and the LDCSB of the above-mentioned coverage to protect the TVDSB and the LDCSB against claims for property damages and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract. | | |
| 5.8.4 | The successful proponent(s) agrees to indemnify, hold harmless and defend the TVDSB and the LDCSB from and against any and all liability for loss, damage and expense, which the TVDSB and the LDCSB may suffer or for which the TVDSB and the LDCSB may be held liable by reason or injury (including death) or damage to any property arising out of negligent or wilful acts on the part of the successful proponent(s) or any of its representatives or employees or subcontractors in the execution of the work performed or from defects in the equipment supplied. | | |
| 5.9 | MOTOR VEHICLE LIABILITY INSURANCE | | |
| 5.9.1 | EVIDENCE OF INSURANCE | | |
| 5.9.1.1 | By August 15 for each year of this Agreement and not less than 15 days before the Start Date for each additional term of this Agreement, or at any other time during this Agreement upon request and within 15 days, or upon renewal or change in insurer, successful proponent(s) shall provide to the TVDSB and the LDCSB evidence in the form of a certified copy of an insurance policy, issued by the underwriting company licensed to do business in the province of Ontario or the Dominion of Canada and having a secure A.M. Best rating of B+ or the greater or the equivalent, providing at least the minimum insurance coverage outlined in this article. | | |
| 5.9.2 | INSURANCE COVERAGE | | |
| 5.9.2.1 | The successful proponent(s) shall maintain, in respect of each motor vehicle used for transporting students, automobile insurance with an insurance company licensed to do business in the Province of Ontario or Dominion of Canada with the rating set out above in Section 5.9.1 insuring the successful proponent(s) for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows: | | |
| 5.9.2.1.1 | \$ 1,000,000.00 for a vehicle with a seating capacity of not more than 7 persons; | | |
| 5.9.2.1.2 | \$ 5,000,000.00 for a vehicle with a seating capacity of 8-12 persons; and | | |
| 5.9.2.1.3 | \$ 8,000,000.00 for a vehicle with a seating capacity of 13 or more persons; | | |
| 5.9.3 | Should the amount of such insurance coverage as prescribed under the Public Vehicle Act or under any other relevant Act be greater than that set out in 5.9.2.1.1) ,5.9.2.1.2) or 5.9.2.1.3) above, the amount prescribed by such Act shall be maintained by the successful proponent(s). | | |
| 5.9.4 | Changes to insurance coverage required by legislative or regulatory change occurring during the term of this Agreement affecting cost elements of provision of services under this Agreement will be subject to negotiated changes between the successful proponent(s) and the TVDSB and the LDCSB. | | |

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| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
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| 5.9.5 | Upon renewal or change in insurer, successful proponent(s) shall provide to the TVDSB and the LDCSB evidence in the form of a certified copy of an insurance policy, issued by the underwriting company licensed to do business in the province of Ontario or the Dominion of Canada and having a secure A.M. Best rating of B+ or the greater or the equivalent shown below. | | |
| 5.9.6 | The certified copies of all policies of insurance delivered to the TVDSB and the LDCSB 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 TVDSB and the LDCSB. | | |
| 5.9.7 | The TVDSB and the LDCSB reserve the right to request proof of coverage anytime throughout the duration of the contract. This liability policy shall contain the following coverage: | | |
| 5.9.8 | Third Party Liability Coverage in the form of OAP-1 | | |
| 5.9.9 | Upon an award to the successful proponent(s) by the TVDSB and the LDCSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB and the LDCSB of the above-mentioned coverage to protect the TVDSB and the LDCSB against claims for property damage and personal injuries, including accidental death, caused by the successful proponent(s) or its employees or subcontractors during the performance of its obligations under the contract by way of the ownership or operation of an automobile. | | |
| 5.9.10 | The successful proponent(s) agrees to indemnify, hold harmless, and defend the TVDSB and the LDCSB from and against any and all liability for loss, damage and expense, which the TVDSB and the LDCSB may suffer or for which the TVDSB and the LDCSB may be held liable by reason of injury (including death) or damage to any property arising out of negligence on the party of the successful proponent(s) or any of its representatives or employees by way of the ownership or operation of an automobile. | | |
| 5.10 | CANADA'S ANTISPAM LEGISLATION | | |
| 5.10.1 | Please note that vendors are required to comply with all applicable laws, including CASL, in providing goods or services to the TVDSB and the LDCSB. This also extends to communications sent on the TVDSB's and the LDCSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB and the LDCSB for any failure by the successful proponent(s) to comply with CASL, to the extent that the successful proponent(s) action, or inaction, could expose the TVDSB and the LDCSB to liability. | | |
| 5.11 | WORKPLACE SAFETY AND INSURANCE BOARD | | |
| 5.11.1 | The successful proponent(s) must ensure that all work is covered by the Workplace Safety & Insurance Board for the duration of this contract. | | |
| 5.11.2 | The successful proponent(s) must furnish a Certificate of Clearance from the Workplace Safety and Insurance Board as evidence that all returns have been made and all necessary assessments have been paid as required, or levied, by the Workplace Safety and Insurance Board. This certification is to be furnished prior to the commencement of this contract and each year thereafter. The good standing must be maintained throughout the contract. | | |

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| 5.11.3 | All workplace injuries or accidents on TVDSB and LDCSB property must be reported by the successful proponent(s) to the TVDSB's and/or LDCSB's representative within 24 hours. | | |
| 5.12 | CRIMINAL BACKGROUND CHECKS | | |
| 5.12.1 | The Operator further agrees that drivers and monitors whom do not hold and maintain a valid "Class B" or "Class E" license in the Province of Ontario will be required to obtain a criminal search prior to any employment that may have contact with students and sign the Worksheet G - Agreement – Annual Driver Sign-Off Sheet. The Operator further acknowledges that the TVDSB and the LDCSB, upon request, may audit or review any and all drivers and monitors in relation to this agreement. | | |
| 5.12.2 | Proponents must agree that if it becomes the recommended successful Proponent(s), pursuant to this bid, subject to approval of the TVDSB and the LDCSB, that it shall comply with Ontario Regulation 521/01, made under the Education Act, in relation to the Collection of Personal Information. The recommended successful Proponent(s) agrees to provide, at the Proponent's expense, the criminal background checks of all employees and of all employees of all subcontractor(s) hired by the successful Proponent(s) who may regularly come into direct contact with pupils. This agreement shall be enforced prior to any attendance by the recommended successful Proponent(s) or its subcontractors at a school site of the TVDSB and the LDCSB who may regularly come into direct contact with pupils during the duration of the contract and until the expiry of this contract. | | |
| 5.12.3 | The successful proponent(s) shall further agree to provide, at the proponent's expense, an Offence Declaration as defined by the said Regulation for each of the above employees of the successful proponent(s), whether employed by the successful proponent(s) at the time of the Response and of each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission or becoming employed at a later time, by September 1st each year during the term of the agreement contemplated by this bid. | | |
| 5.12.4 | The successful proponent(s) shall further agree that in the event that the terms of the agreement contemplated by the bid in the future becomes applicable to a school site other than those contemplated by the bid, that the successful proponent(s) shall provide, at the proponent's expense, an Offence Declaration as defined by the said Regulation for each employee of the successful proponent(s) and for each employee of all subcontractor personnel, whether employed by the contractor at the time of the bid submission prior to any attendance by the successful proponent(s) at the said school site. | | |
| 5.12.5 | The successful proponent(s) agrees that during the term of the agreement contemplated by this bid, not to permit any employee or the employee of any subcontractor deemed by the TVDSB and the LDCSB to be not eligible to attend on a school site of the TVDSB and the LDCSB as defined by the Regulation. | | |
| 5.12.6 | It is deemed to be a breach of the contract for the service provider to allow anyone who has not provided a criminal background check or Offence Declaration as required by the contract and the contract can be terminated for just cause. | | |

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| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
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| 5.12.7 | The successful proponent(s) covenants and agrees that it will not engage any driver or other employee who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such driver or other employee has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well being of the students of each of the Member School Boards. For the purposes of this Agreement, the TVDSB and the LDCSB shall determine in their sole and unfettered discretion whether an employee of the successful proponent(s) may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students. | | |
| 5.12.8 | The successful proponent(s) covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a Consortium approved form for every driver or other employee of the successful proponent(s) who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1 st each year thereafter with respect to Offence Declarations. | | |
| 5.12.9 | The successful proponent(s) agrees to indemnify and save harmless the Consortium from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the successful proponent(s) engaging a driver or other employee in contravention of this Agreement above; or the successful proponent(s)'s failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. | | |
| 5.12.10 | In addition to and notwithstanding anything else herein contained, if the successful proponent(s): engages a driver or other employee in contravention of this Agreement, or fails to retain a Criminal Background Check and an Offence Declaration for any driver or other employee of the successful proponent(s) who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1 st each year thereafter with respect to Offence Declarations, then the Consortium will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity. | | |

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| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
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| 5.12.11 | The TVDSB and the LDCSB shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the successful proponent(s) for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the Consortium will attend to such reviews at least twice per annum during the Term, and any renewal thereof. | | |
| 5.12.12 | In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the Consortium in the circumstances and in its sole and unfettered discretion, then the Consortium will have the right to request that the successful proponent(s) prohibit the driver or other employee of the successful proponent(s) from providing services to the Consortium hereunder. Upon such request, the successful proponent(s) will forthwith effect such removal, without prejudice to any other rights which the Consortium may have in this Agreement, in law or in equity. | | |
| 5.12.13 | Upon request the Operators will provide a list of drivers likely to be used in providing the service stating name, age, address, driver's license number and category, and date of last tuberculin test. | | |
| 5.13 | COMMERCIAL VEHICLE OPERATOR REGISTRATIONS (CVOR) | | |
| 5.13.1 | The Operator shall make available to the TVDSB and the LDCSB an up-to-date Driver's License Abstract and current Commercial Vehicle Operator's Registration Search for Drivers and vehicles at any time upon request of the TVDSB and the LDCSB. | | |
| 6.0 | BIDDER PROFILE | | |
| 6.1 | REFERENCES | | |
| 6.1.1 | New proponents should provide a minimum of three references where you have successfully provided goods and or services similar to this bid document. The reference should contain the following information: | | |
| 6.1.1.1 | Reference 1 - Company Name: | | |
| 6.1.1.2 | Reference 1 - Address: | | |
| 6.1.1.3 | Reference 1 - Contact Name: | | |
| 6.1.1.4 | Reference 1 - Phone Number: | | |
| 6.1.1.5 | Reference 1 - Fax Number: | | |
| 6.1.1.6 | Reference 1 - e-mail address: | | |
| 6.1.1.7 | Reference 2 - Company Name: | | |
| 6.1.1.8 | Reference 2 - Address: | | |
| 6.1.1.9 | Reference 2 - Contact Name: | | |
| 6.1.1.10 | Reference 2 - Phone Number: | | |
| 6.1.1.11 | Reference 2 - Fax Number: | | |
| 6.1.1.12 | Reference 2 - e-mail address: | | |
| 6.1.1.13 | Reference 3 - Company Name: | | |
| 6.1.1.14 | Reference 3 - Address: | | |
| 6.1.1.15 | Reference 3 - Contact Name: | | |

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| 6.1.1.16 | Reference 3 - Phone Number: | | |
| 6.1.1.17 | Reference 3 - Fax Number: | | |
| 6.1.1.18 | Reference 3 - e-mail address: | | |
| 6.2 | ADMINISTRATION and ORGANIZATION | | |
| 6.2.1 | Proponents must include an organizational chart. | | |
| 6.2.2 | The Operator shall, if requested by the Consortium during the term of this Agreement and 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 the term hereof. | | |
| 6.2.2.1 | Evidence that is reasonably acceptable includes one or more of: | | |
| 6.2.2.1.1 | 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; | | |
| 6.2.2.1.2 | Cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a Licensed Public Accountant, and/or; | | |
| 6.2.2.1.3 | Reference letters, from Canadian Financial Institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator. | | |
| 7.0 | BID SUBMISSION | | |
| 7.1 | BIDDER'S RESPONSE GUIDE | | |
| 7.1.1 | Each bid submission should be structured using only the criteria identified in this bid document. When submitting bids, proponents should use the same numbering format, as on this bid document. | | |
| 7.1.2 | The bid submission must include: | | |
| 7.1.2.1 | Printed and signed copies of all Worksheets. | | |
| 7.1.3 | Failure to respond in electronic format will deem the bid noncompliant. | | |
| 7.1.4 | All bid documents should be submitted in an envelope marked with the bid name and number (as set out in Section 9.5 - Labeling Instructions). | | |
| 7.1.5 | Proponents' submissions should include page numbers for ease of reference by committee members. | | |
| 7.1.6 | The specifications and pricing section of the bid submission should not make reference to supplemental materials. | | |
| 7.1.7 | Supplemental materials will not qualify as substitutes for direct responses to the bid's requirements unless specifically requested. | | |
| 8.0 | AWARD | | |
| 8.1 | EVALUATION PROCESS | | |
| 8.1.1 | An evaluation committee will be established to evaluate bid submissions. | | |
| 8.1.2 | All bid submissions will first be evaluated on their compliance with the requirements of this bid document. | | |

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| 8.1.3 | All compliant bid submissions will be evaluated by a TVDSB and LDCSB evaluation committee based on the following evaluation criteria: | | |
| 8.1.3.1 | Price | | |
| 8.1.3.2 | Compliance with Specifications | | |
| 8.1.4 | Compliant proponents may be requested to make a presentation of their bid for clarification only. No alteration of your submission will be permitted. Notification will be given to qualified proponents as to the time and place. The presentation shall be at the expense of the proponent. | | |
| 8.1.5 | Delivery, lead times, service, performance record, and the value of the overall award will also be taken into consideration when awarding this contract. | | |
| 8.1.6 | The determination of equal quality will be based on our internal professional opinions. | | |
| 8.1.7 | In the event of a tie score the TVDSB and the LDCSB will resolve the tie by a draw. The names of the tie proponents will be entered into the draw. All parties will have representation when the draw | | |
| 8.2 | AWARD AND NOTIFICATION OF CONTRACT | | |
| 8.2.1 | The results of this bid will be posted to the TVDSB web site as soon as decisions have been made: | | |
| 8.2.1.1 | www.tvdsb.ca | | |
| 8.2.1.2 | "Board" → "Purchasing" → "Bids" | | |
| 8.2.1.3 | "Electronic Bidding Instructions, Bid Download and Bid Results", | | |
| 8.2.1.4 | Scroll to the end of the document, click "Proceed to inquiry/download page." | | |
| 8.2.1.5 | Proceed to the Bid, click "Results" (check mark.) | | |
| 8.2.1.6 | View documents in PDF format. | | |

Todd Springer
Purchasing Department

Ruth Tisdale
Chairperson

FIRM NAME: _____

SIGNATURE: _____

| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
|------------|--|-----------------------------|---------|
| 9.0 | ELECTRONIC BIDDING INSTRUCTIONS | | |
| 9.1 | DOWNLOADING BID DOCUMENTS | | |
| 9.1.1 | All documents are available from the TVDSB Web Site at www.tvdsb.ca | | |
| 9.1.2 | Click "Board" | | |
| 9.1.3 | Click "Purchasing" | | |
| 9.1.4 | Click "Bids" | | |
| 9.1.5 | Read "Electronic Bidding Instructions, Bid Download and Bid Results" or "Bids" | | |
| 9.1.6 | Click "Proceed to Inquiry/Download page" | | |
| 9.1.7 | Click on the "Name of the Bid" to view documents in PDF format. | | |
| 9.1.8 | Click on the "NEW" logo to be directed to the TVDSB Client Portal. | | |
| 9.1.9 | Follow log in instructions beginning with item 2.2.1.7. | | |
| 9.2 | PRINTING COPIES OF BID DOCUMENTS | | |
| 9.2.1 | To print a working copy of any bid document, click on the name of the Bid to open documents in PDF format. | | |
| 9.3 | COMPUTER SYSTEM REQUIREMENTS | | |
| 9.3.1 | To use the electronic system, proponents must be using Microsoft Internet Explorer. | | |
| 9.4 | BID WORKSHEETS | | |
| 9.4.1 | Download the file "2015Appendices476.xlsx from the Associated Files. | | |
| 9.4.1.1 | The file contains the following worksheets: | | |
| 9.4.1.1.1 | Worksheet A: Terms and Conditions in Excel format | | |
| 9.4.1.1.2 | Worksheet B: Requirements in Excel format | | |
| 9.4.1.1.3 | Worksheet C: Current Vehicles in Excel format | | |
| 9.4.1.1.4 | Worksheet D: Drivers in Excel format | | |
| 9.4.1.1.5 | Worksheet E: Pricing in Excel format | | |
| 9.4.1.1.6 | Worksheet F: Acts and Regulations in Excel format | | |
| 9.4.1.1.7 | Worksheet G: Responsibilities of the Bus Company | | |
| 9.4.1.1.8 | Worksheet H: Contract Management in Excel format | | |
| 9.4.2 | Complete the worksheets. | | |
| 9.4.2.1 | Do not convert the worksheets to a different file format (i.e. Word, .pdf, etc.). They must be uploaded to us in Excel format. | | |
| 9.4.2.2 | Do not modify the Excel files by adding or deleting rows or columns, etc. | | |
| 9.4.3 | Print and sign all worksheets. The printed and signed copies must be returned as hardcopies. | | |
| 9.4.4 | Upload files back to us using the "Your Uploaded Files for this Tender" area. | | |
| 9.4.5 | The "Bid Report" button must be clicked to initiate the transfer of any uploaded files into our system. | | |
| 9.5 | LABELING OF ENVELOPE | | |
| 9.5.1 | ADDRESS BID ENVELOPE AS SHOWN BELOW: | | |
| 9.5.2 | From - Company Name and Address | | |
| 9.5.3 | To: OFFICE OF THE TENDERS CLERK | | |

FIRM NAME: _____

SIGNATURE: _____

| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
|----------|--|-----------------------------|---------|
| 9.5.4 | Thames Valley District School Board | | |
| 9.5.5 | EDUCATION CENTRE, | | |
| 9.5.6 | 1250 Dundas Street, | | |
| 9.5.7 | LONDON, Ontario | | |
| 9.5.8 | N5W 5P2 | | |
| 9.5.9 | Extra Curricular and Charter Transportation Services | | |
| 9.5.10 | 476/2016/TS | | |
| 9.5.11 | Return Date: 12:00:00 noon local time, Thursday, July 16, 2015 | | |

FIRM NAME: _____

SIGNATURE: _____

| ITEM NO. | TERMS AND CONDITIONS | WILL COMPLY/WILL NOT COMPLY | COMMENT |
|-------------|--|-----------------------------|---------|
| 10.0 | SIGNATURE PAGE | | |
| 10.1 | This section must be completed, signed, and included with your submission for your bid to be accepted. | | |
| 10.2 | I hereby acknowledge and agree that I have read and completed all of the preceding Contract Terms and Conditions and all Appendices. All required Appendices are included in our bid submission. | | |
| 10.3 | I/We the undersigned are duly authorized to execute this Bid Submission on behalf of: | | |
| 10.4 | NAME (Please print): | | |
| 10.5 | TITLE: | | |
| 10.6 | SIGNATURE: | | |
| 10.7 | FIRM NAME: | | |
| 10.8 | State the legal entity that your organization operates under: | | |
| 10.8.1 | Proprietorship | | |
| 10.8.2 | Partnership | | |
| 10.8.3 | Corporation | | |
| 10.9 | If your organization is incorporated, proponents must state the jurisdiction in which the corporation was originally incorporated in: | | |
| 10.9.1 | Name of each individual Partner or Correct Legal Name of Corporation: | | |
| 10.9.2 | E-MAIL ADDRESS: | | |
| 10.9.3 | ADDRESS: | | |
| 10.9.4 | INTERNET ADDRESS: | | |
| 10.9.5 | TELEPHONE NO.: | | |
| 10.9.6 | FAX NO.: | | |
| 10.10 | If subcontracting, proponents must provide the correct legal name for any sub contractor, their full personal name and address, telephone number, fax number, as well as the name(s) of appropriate contact persons (with whom the TVDSB may consult regarding this bid with whom the proponent enters into a contract(s) with to carry out any portion of this contract: | | |
| 10.10.1 | Firm Name: | | |
| 10.10.2 | Firm Address: | | |
| 10.10.3 | Telephone Number: | | |
| 10.10.4 | Fax Number: | | |
| 10.10.5 | E-MAIL ADDRESS: | | |

FIRM NAME: _____

SIGNATURE: _____

| ITEM NO. | DESCRIPTION | WILL COMPLY/WILL NOT COMPLY | COMMENTS |
|-------------|---|-----------------------------------|----------|
| B1.0 | GENERAL | | |
| B1.1 | Transportation Services for schools within the existing boundaries of the Thames Valley District School Board and the London District Catholic School Board for the purpose of this bid shall be: | | |
| B1.1.1 | • Athletics/Extra Curricular Runs | | |
| B1.1.2 | • Music Runs | | |
| B1.1.3 | • Elementary and Secondary Field Trips within the TVDSB and the LDCSB area | | |
| B1.1.4 | • Elementary and Secondary Charters out of town/overnight | | |
| B1.1.5 | • Special Education students between schools | | |
| B1.1.6 | • Students attending committee meetings between schools and Education Centres | | |
| B1.1.7 | • Students attending co-operative education programs (School to employers or school to Fanshawe College) | | |
| B1.1.8 | • Students attending appointments within TVDSB and LDCSB area | | |
| B1.1.9 | • Students attending Mass | | |
| B1.2 | Typical Trips with TVDSB/LCDSB region include: | | |
| B1.2.1 | • UWO | | |
| B1.2.2 | • Circle R Ranch | | |
| B1.2.3 | • Fanshawe Conservation Area | | |
| B1.2.4 | • Grand Theatre | | |
| B1.2.5 | • Children's Museum | | |
| B1.2.6 | • Pond Mills | | |
| B1.2.7 | • Jaffa | | |
| B1.2.8 | • Kiwanis Music - Education Centre | | |
| B1.2.9 | • Storybook Gardens | | |
| B1.2.10 | • East Park | | |
| B1.2.11 | • Wildwood | | |
| B1.2.12 | • Children Safety Village | | |
| B1.3 | Typical Trips out of town include: | | |
| B1.3.1 | • Ontario Science Centre | | |
| B1.3.2 | • Royal Ontario Museum (ROM) Toronto | | |
| B1.3.3 | • Canada's Wonderland - Barrie | | |
| B1.3.4 | • African Lion Safari and Dundurn Castle | | |
| B1.3.5 | • Toronto Zoo | | |
| B1.3.6 | • O'Sheas Farms Granton, Ontario | | |
| B1.3.7 | • Stratford Festival | | |
| B1.4 | Average number of trips per month | | |
| B1.4.1 | • Athletics - 298 | | |
| B1.4.2 | • Field Trips - 475 | | |
| B1.4.3 | • Music - 15 | | |

FIRM NAME: _____

SIGNATURE: _____

| | | | |
|-------------|---|--|--|
| B1.4.4 | • Field Trips - Out of Town - 59 | | |
| B1.4.5 | • Gifted - 5 | | |
| B1.4.6 | • Co-op - 3 | | |
| B1.5 | Booking confirmations | | |
| B1.5.1 | Operators must provide the school or department booking the transportation with a written confirmation of the booking. The booking confirmation must include a cost quotation for the trip including any dead head, peak time or other charges. | | |
| B2 | OPERATOR | | |
| B2.1 | The Operator covenants that during the term of this Agreement it shall transport students in accordance with the specifications contained in this Agreement. | | |
| B2.2 | For the purpose of this Agreement, the Operator shall be deemed in all respects to be an independent contractor, and in no event shall it be deemed to be an employee or agent of the TVDSB and/or the LDCSB. | | |
| B2.3 | 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. | | |
| B2.4 | The Operator represents and warrants to the TVDSB and the LDCSB that: | | |
| B2.4.1 | 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 TVDSB and the LDCSB, has any interest in this Agreement; | | |
| B2.4.2 | No member, officer or employee of the TVDSB and/or the LDCSB, except those that are expressly declared as interested and approved in writing by the TVDSB and/or the LDCSB, is, will be, or has become interested, directly or indirectly, as a contracting party, partner, stockholder (except via ownership through mutual funds or similar publicly traded instruments), broker, surety or otherwise, in the performance of the said contract, the supply of services, work or business in connection with the said contract, in any portion of the profits thereof, or in any of the monies to be derived there from. | | |
| B2.5 | <p>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 TVDSB and the LDCSB, which consent may be arbitrarily withheld. The Operator will promptly notify the TVDSB and the LDCSB of any proposed change in ownership.</p> <p>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 TVDSB and the LDCSB, 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.</p> <p>Failure to obtain the TVDSB's and the LDCSB's consent in writing to assign this Agreement to a new owner, will render the Agreement null and void at the TVDSB's and the LDCSB's sole discretion, if the change(s) in ownership is/are unacceptable to the TVDSB and the LDCSB.</p> | | |

FIRM NAME: _____

SIGNATURE: _____

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|------|---|--|--|
| B2.6 | For the consideration stated below, the Operator, for itself, its heirs, executors, administrators, successors and assigns shall indemnify and hold harmless the TVDSB and the LDCSB, it's 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 and, in particular and without limiting the generality of the foregoing, 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 route copy as provided by the TVDSB and the LDCSB. In addition, the Operator shall indemnify and hold harmless the TVDSB and the LDCSB 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. | | |
| B2.7 | At all times that the Operator is providing service under the Agreement, the Operator shall comply with the list of Acts and Regulations set out in Worksheet F – List of Applicable Acts and Regulations . The list is not exhaustive and items may be added or deleted at any time. The Operator will comply with all aspects of TVDSB and LDCSB policy and procedures including compliance with and causing the Driver to comply with the TVDSB's and LDCSB'S printed Policies and related Procedures. Policies and Procedures are available at www.TVDSB.on.ca . Any changes, additions or deletions to the TVDSB's and LDCSB's printed Policies and Procedures for student transportation during the term of this Agreement will be disclosed to the Operator. | | |
| B2.8 | The Operator shall, for a period of four (4) years following the end of the term or termination of this Agreement, keep and maintain accurate books, records and accounts of the services described herein including but not limited to financial records, student run rosters, maintenance logs, and accident reports. The Operator shall on reasonable notice make such books, records and accounts readily available to the TVDSB and the LDCSB for inspection, and for the purpose of making photocopies. The TVDSB and the LDCSB reserve the right to appoint an independent organization to perform a vehicle/Driver safety audit, or administrative process audit at any time during the term. | | |
| B2.9 | The Operator shall follow the TVDSB's and the LDCSB's Policies and Procedures regarding Inclement Weather. | | |

FIRM NAME: _____

SIGNATURE: _____

| B3 | DRIVER AND VEHICLE QUALIFICATIONS AND CONSENT TO DISCLOSE | | |
|--------|--|--|--|
| B3.1 | The Operator will make available to the TVDSB and the LDCSB an up-to-date Driver's License Abstract and current Commercial Vehicle Operator's Registration Search for Drivers and vehicles at any time upon request of the TVDSB and the LDCSB. | | |
| B3.2 | Criminal Background Checks for Employees | | |
| B3.2.1 | The Operator covenants and agrees that it will not engage any Driver or other employee who may come into direct contact with students on a regular basis, or who may have access to student information to provide services hereunder, where such Driver or other employee has been charged with or convicted of an offence the nature of which may be construed as jeopardizing the safety and well being of the students of the TVDSB and the LDCSB. For the purposes of this Agreement, the School Council shall determine in its sole and unfettered discretion whether an employee of the Operator may come into direct contact with students on a regular basis, or who may have access to student information and whether or not any such offence is of a nature which may be construed as jeopardizing the safety and well-being of students. | | |
| B3.2.2 | The Operator covenants and agrees to retain on file at its head office a criminal background check covering convictions, charges and occurrences under the Criminal Code, the Narcotics Control Act, and any other convictions, charges and occurrences which would be revealed by the long version Vulnerable Persons search of the automated Criminal Records Retrieval System maintained by the RCMP at the Canadian Police Information Centre ("Criminal Background Check"), together with an Offence Declaration in a TVDSB and LDCSB approved form for every Driver or other employee of the Operator who may come into direct contact with students on a regular basis, or who may have access to student information prior to the occurrence of such possible direct contact or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations. | | |
| B3.2.3 | The Operator agrees to indemnify and save harmless the TVDSB and the LDCSB from all claims, liabilities, expenses and penalties to which it may be subjected on account of: the Operator engaging a Driver or other employee in contravention of this Agreement above; or the Operator's failure to retain a Criminal Background Check or an Offence Declaration on file, as aforesaid. This indemnity shall survive the expiration or sooner termination of this Agreement. In addition to and notwithstanding anything else herein contained, if the Operator: engages a Driver or other employee in contravention of this Agreement, or fails to retain a Criminal Background Check and an Offence Declaration for any Driver or other employee of the Operator who may come into direct contact with students on a regular basis, or who may otherwise have access to student information prior to the occurrence of such possible direct contact, or prior to having access to student information and on or before September 1st each year thereafter with respect to Offence Declarations, then the TVDSB and the LDCSB will have the right to immediately terminate this Agreement without prejudice to any other rights which it may have in this Agreement, in law or in equity. | | |

FIRM NAME: _____

SIGNATURE: _____

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| B3.2.4 | The TVDSB and the LDCSB shall be entitled, on forty-eight (48) hours prior written notice to attend at the head office of the Operator for the purposes of reviewing the Criminal Background Checks and Offence Declarations. The parties acknowledge and agree that it is contemplated that the TVDSB and the LDCSB will attend to such reviews at least twice per annum during the Term, and any renewal thereof. | | |
| B3.2.5 | In the event that either the Criminal Background Check or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the TVDSB and/or the LDCSB in the circumstances and in their sole and unfettered discretion, then the TVDSB and/or the LDCSB will have the right to request that the Operator prohibit the Driver or other employee of the Operator from providing services to the TVDSB and/or the LDCSB hereunder. Upon such request, the Operator will forthwith effect such removal, without prejudice to any other rights which the TVDSB and the LDCSB may have in this Agreement, in law or in equity. | | |
| B3.3 | Operator Covenants on or with Respect to Student Transportation | | |
| B3.3.1 | The Operator shall cause to be aware that Drivers and Monitors are familiar with the relevant sections of this Agreement. The Operator will ensure that they fulfill the duties set out in Worksheet G – Responsibilities of the Bus Company and Worksheet D – Drivers . | | |
| B3.3.2 | The Operator shall demonstrate readiness, without limitation, as defined in Worksheet H – Contract Management , noting this list is not exhaustive and may be amended from time to time at the sole discretion of the TVDSB and the LDCSB. Revisions will be communicated by the TVDSB and the LDCSB which shall be deemed to be notice given. | | |
| B4 | VEHICLES | | |
| B4.1 | Licensing and Equipment | | |
| B4.1.1 | 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. | | |
| B4.2 | Passenger Loading Specifications | | |
| B4.2.1 | At no time will the number of students in any vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Overload conditions will be reported to the School Council. | | |
| B4.3 | Vehicle Age | | |
| B4.3.1 | Vehicle age will be based on the date contained in the vehicle warranty card, which represents the date on which warranty coverage applies for each vehicle. | | |
| B4.3.2 | Vehicles used in the provision of transportation services shall conform to the following maximum and average age specifications as at August 1st for each year of the Agreement: | | |

FIRM NAME: _____

SIGNATURE: _____

| | Vehicle Size | Maximum Age | Average Age |
|--------|--|--------------------|--------------------|
| | 54 - 72 Passenger School Buses ("Full-Size") | 12 | 7 |
| | 30 - 48 Passenger School Buses ("Mid-Size") | 10 | 6 |
| | 15 - 24 Passenger School Buses ("Mini-Size" or "Mini-Adapt") | 10 | 6 |
| | Wheelchair accessible vehicles / Physically Disabled Passenger Vehicle ("PDPV") | 10 | 6 |
| | 6 Passenger Minivans ("Minivan" or "Van") | 8 | 5 |
| B4.4 | Minivans | | |
| B4.4.1 | Where mini-vans 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. | | |
| B4.4.2 | Children 12 years of age or younger will not ride in the front seat in any vehicle equipped with front seat air bag safety devices. | | |
| B4.4.3 | Minivans must have snow season tires on all four wheels installed from November 15th through April 15th as a minimum. | | |
| B4.4.4 | Minivans must be white, have the Operator logo clearly located on both the driver and passenger side doors and be marked with "School Purpose Vehicle" on the back of the vehicle. | | |
| B4.5 | Car Seats | | |
| B4.5.1 | The TVDSB and/or the LDCSB will supply car seats to the Operator as required. The Operator will return such accessories upon request or be invoiced the value of a replacement car seat. | | |
| B4.6 | Vehicle Communications | | |
| B4.6.1 | The Operator shall ensure that each vehicle is equipped with a two-way radio and that contact with the Operator's main dispatcher will be maintained at all times during the scheduled bus routes. The Operator shall at all times ensure a Dispatcher is on duty and available with appropriate support during peak times or times of inclement weather. The Operator shall maintain a 24-hour telephone answering system, an e-mail and fax service to receive transportation information from the TVDSB and/or the LDCSB. | | |
| B4.7 | Video Surveillance Equipment | | |
| B4.7.1 | The Operator shall equip fifteen (15%) percent of their school buses with digital and audio video surveillance equipment with a minimum of three positioned cameras per full sized vehicle and one camera per mid-sized, mid-sized adapt, mini, and mini-sized adapt which should be operational daily. The hard drive where the data is recorded must be kept in a locked area not accessible to the Driver. | | |
| B4.7.2 | Every mini-van and PDPV shall be equipped with digital and audio video surveillance safety equipment. | | |
| B4.7.3 | Use of Video Surveillance equipment will be done in accordance with TVDSB and LDCSB policies. | | |
| B4.8 | Additional Vehicle Requirements | | |

FIRM NAME: _____

SIGNATURE: _____

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| B4.8.1 | The Operator shall further ensure that the following requirements are met with respect to vehicles: | | |
| B4.8.1.1 | 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. | | |
| B4.8.1.2 | Crossing Arms- All non-transit style 72 passenger vehicles must be equipped with a crossing arm, which is fully operational at all times. | | |
| B4.8.1.3 | All school buses must have a clear strobe light affixed to the roof of the bus. | | |
| B4.8.1.4 | All new vehicles ordered shall have a Child Check mechanism. | | |
| B4.8.1.5 | Seat Belt Cutters - All vehicles with seat belts must be equipped with seat belt cutters. | | |
| B4.8.1.6 | All vehicles shall be maintained in good repair and working order, and in a clean and sanitary condition. A thorough preventative maintenance program on all vehicles shall be on-going at all times and documentation and schedule of this program will be kept on file for the review of the TVDSB and the LDCSB. | | |
| B4.8.1.7 | Where the Ministry of Health and Long Term Care declares a Stage 4 Pandemic Alter, Operators will ensure that high touch areas (handrails, seat backs, window ledges) are wiped down between runs. | | |
| B4.8.1.8 | All vehicles shall be adequately heated and ventilated and shall be equipped with a first-aid kit. The first aid-kit must be kept current per Highway Traffic Act Regulations. | | |
| B4.8.1.9 | Any installation or modification of equipment required by a change in any applicable law or regulation shall be made by each Operator, with no cost to the TVDSB or the LDCSB. | | |
| B4.8.1.10 | Any new school buses ordered for the purpose of fulfilling this Agreement shall not be equipped with seat belts. | | |
| B4.8.1.11 | The TVDSB and/or the LDCSB may inspect any or all buses for any or all conditions specified in this document. | | |
| B4.9 | Ministry of Transport Annual Inspection Certificate | | |
| B4.9.1 | The Operator shall not operate any vehicle, when applicable, for the transportation of students which the Operator knows, or ought to reasonably know, is unsafe, or which does not qualify for a Ministry of Transportation Annual Inspection Certificate. | | |
| B4.9.2 | The TVDSB and/or the LDCSB may request, and the Operator must provide, Ministry of Transportation Annual Inspection Certificates. | | |
| B4.10 | Maintaining Log Books and School Council Right to Inspect | | |
| B4.10.1 | School Purpose Vehicle Drivers' Daily Log Book as required by the Ministry of Transportation, shall be maintained in respect of all vehicles used regularly in the provision of transportation services and all vehicles shall be kept clean throughout and in good repair at all times. Such log books shall be subject to inspection by the TVDSB and/or the LDCSB upon request. The Operator and its Drivers shall comply with the hours of service legislation as required by the Ministry of Transportation. Daily log sheets shall be kept on file and shall be subject to inspection by the TVDSB and/or the LDCSB on request. | | |

FIRM NAME: _____

SIGNATURE: _____

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|-----------|--|--|--|
| B4.11 | TVDSB and LDCSB Rights to Require Mechanical Fitness Reports | | |
| B4.11.1 | The TVDSB and/or the LDCSB reserve the right to cause a mechanical fitness report to be prepared by an independent mechanic chosen by the TVDSB and/or the LDCSB at any time and with respect to any vehicle being used on trips governed by this Agreement. | | |
| B4.11.2 | In this event, if the vehicle is found to be satisfactory, the TVDSB and/or the LDCSB 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 and a satisfactory inspection returned, the cost of the secondary inspection to be borne by the Operator. | | |
| B4.12 | Global Positioning System | | |
| B4.12.1 | It is expected that, within the duration of the term of this Agreement, the TVDSB and the LDCSB will require the Operator to install and maintain a GPS unit in the vehicles providing services. The TVDSB and the LDCSB will advise the Operator of the expected equipment (make and model) to be installed in the vehicles and the date by which installation and full functionality are required. | | |
| B4.12.2 | The cost of ensuring that each vehicle providing services for the TVDSB and the LDCSB has, at all times, a functioning GPS unit as required by the TVDSB and the LDCSB is to be included in the rates outlined in Worksheet E - Pricing. No additional consideration will be paid by the TVDSB and the LDCSB to any Operator for the installation, maintenance and replacement of such GPS units during the term of this Agreement. | | |
| B5 | DRIVERS | | |
| B5.1 | Driver's Licensing Requirements | | |
| B5.1.1 | Each Driver shall have and maintain in good standing at all times a valid Class "B" or "E" Driver's license as required by the Public Vehicles Act and the Highway Traffic Act and any local municipal by-laws. For the purpose of this Article: | | |
| B5.1.1.1 | A "Class B" licence authorizes the Driver to operate any school purpose bus having a designated seating capacity for more than 24 passengers; | | |
| B5.1.1.2 | A "Class E" license authorizes a Driver to operate any school purpose bus having a designated seating capacity for not more than 24 passengers; | | |
| B5.1.1.3 | In addition, a Class "Z" air brake endorsement must be held and maintained in good standing by the Driver at all times for any vehicle equipped with air brakes. | | |
| B5.1.2 | The Driver will carry such license on their person at all times. The TVDSB and the LDCSB require that Drivers operating minivans hold a valid Class "E" licence as the minimum. | | |
| B5.2 | Driver Training and Manuals | | |

FIRM NAME: _____

SIGNATURE: _____

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| B5.2.1 | The Operator will ensure that its driver training complies with the terms set out in the applicable provincial Acts and will retain records to demonstrate that the Driver has received training in accordance with Schedule A – First Aid Training, Schedule B – Driver Training and Schedule C – Responsibilities of the Bus Driver on Worksheet D - Drivers . Copies of training records will be available to the TVDSB and/or the LDCSB upon request. | | |
| B5.2.2 | The Operator reserves the right as the employer to create additional training above and beyond the above and should ensure that additional topics covered include, but are not limited to, not eating, drinking, smoking, or using personal electronic devices while on the vehicle. | | |
| B5.2.3 | The Operator will provide to the TVDSB and/or the LDCSB, upon request, a copy of the current training materials. The Operator shall cooperate with the TVDSB and/or the LDCSB in the implementation and reasonable revisions or redevelopment of the program. | | |
| B5.2.4 | The Operator understands that initial, ongoing and such periodic training as may be required to comply with emerging standards are included in the pricing listed on Worksheet E - Pricing and no further payment will be made. | | |
| B5.3 | Operator and Driver Actions in Event of Accidents | | |
| B5.3.1 | In addition to requiring Drivers to fulfill their obligations under the Highway Traffic Act and all Regulations thereunder in the event of an accident or emergency, the Operator shall comply with Emergency and Accident Procedures set out by the TVDSB and the LDCSB and provide training to Drivers related to same. | | |
| B5.4 | Driver Characteristics | | |
| B5.4.1 | Drivers shall be of good character, clean and appropriately dressed and shall be experienced or trained in transporting passengers, and in particular, children, some of whom have special needs. | | |
| B5.5 | TVDSB and LDCSB Rights in Event of Driver's Breach of Contract Conditions | | |
| B5.5.1 | Breach of any of the provisions by a Driver shall entitle the TVDSB and/or the LDCSB, in their 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. Notwithstanding the above, the TBDSB and the LDCSB recognize the employee is that of the Operator, who may elect to find alternate work for the employee within the organization that would not include providing route service for the TVDSB and the LDCSB. | | |
| B5.6 | Driver's Respect for Sensitive & Confidential Information | | |

FIRM NAME: _____

SIGNATURE: _____

| | | | |
|-----------|--|--|--|
| B5.6.1 | The Operator shall cause the Drivers to be aware of their access to sensitive and confidential data, including, but not limited to, personal and medical information and the Operator shall further cause the Drivers as follows: the Driver will acknowledge that this information must be treated as strictly confidential and cannot be used, reproduced or copied for anything other than the original intended purpose. The Driver will not release any confidential student information. The Operator will ensure that each Driver will sign a confidentiality Agreement annually in the form provided by the TVDSB and the LDCSB, no later than August 1 prior to the start of the school year. | | |
| B5.7 | All information and data supplied by the TVDSB and/or the LDCSB from time to time is the exclusive property of the TVDSB and/or the LDCSB and all such data and information shall be subject to the confidentiality provisions hereof. | | |
| B6 | ADMINISTRATION | | |
| B6.1 | Operator's Contact Person | | |
| B6.1.1 | The Operator will name one key person in its organization as a designated contact person for contractual matters. The said person shall be sufficiently conversant with the operation of the trips governed by this Agreement to ensure an optimum transportation service. The person in question shall act as a liaison between the Operator and the TVDSB and/or the LDCSB. | | |
| B6.1.2 | For operational matters, the Operator may have more than one individual as the key contact person. | | |
| B6.1.3 | The contact person or designate is to assume duties each day at a time no later than the time at which the first trip scheduled for that day is to commence and is to remain on duty in the afternoon until such time as the last trip scheduled for that day has ended and all vehicles in service are cleared for that day. | | |
| B6.2 | Notification of Delays | | |
| B6.2.1 | The Operator shall inform the school principal or vice principal immediately in the event of vehicle breakdown or delay which may cause the students to arrive at their respective destinations or schools at a time more than fifteen (15) minutes later than the usually scheduled time. The Operator will immediately dispatch a replacement vehicle in the event of breakdown. The Operator will follow any TVDSB and/or LDCSB Policies and Procedures with respect to the reporting of delays. | | |
| B6.3 | Communication with the TVDSB and the LDCSB | | |
| B6.3.1 | The Operator will maintain reasonable communications tools (telephone, internet, fax) to send and receive transportation information from the TVDSB and the LDCSB. The Operator will have a cell phone as a means of communicating with the TVDSB and/or the LDCSB in emergency circumstances. | | |
| B6.4 | Service Surveys and Programs | | |
| B6.4.1 | The Operator shall give full cooperation to the TVDSB and/or the LDCSB in any survey of transportation service or safety that the TVDSB and/or the LDCSB, in their sole discretion, deem necessary. | | |

FIRM NAME: _____

SIGNATURE: _____

| | | | |
|-----------|--|--|--|
| B7 | CONSIDERATION AND ACCOUNTING | | |
| B7.1 | Basis for Payments | | |
| B7.1.1 | Separate invoices for each trip are to be submitted by the Operator. The TVDSB and the LDCSB reserve the right to authorize payments once complete, accurate, correctly constructed and substantiated invoices are received. | | |
| B7.2 | Payment Calculations | | |
| B7.2.1 | Each invoice shall, at a minimum, and subject to additional TVDSB and/or LDCSB requirements communicated to the Operator, include for each trip: | | |
| B7.2.1.1 | date of trip; trip descriptor; pickup and drop off locations; kilometres traveled and rate per kilometer; time elapsed from commencement to end of trip; type of equipment used; requestor of service | | |
| B7.2.1.2 | peak time charges and the pickup/drop off times that are a basis for peak time charges. | | |
| B7.2.1.3 | wait time fees and times used as a basis for wait time fees. | | |
| B7.2.1.4 | total cost. | | |
| B7.2.1.5 | operator's business name, address, telephone number and HST registration number. | | |

FIRM NAME: _____

SIGNATURE: _____

| ITEM NO | TYPE OF VEHICLE | STATE NO. OF VEHICLES | YEAR OF MANUFACTURE | SIZE/PASSENGER CAPACITY | COMMENT |
|---------|---|--------------------------|------------------------|----------------------------|---------|
| | Include data on Fleet Age, including but not limited to maximum fleet age and average fleet age for all vehicle types. The maximum and average fleet age as outlined in the Agreement is: | | | | |
| C1 | 72 passenger vehicles Maximum Age 12 years, average age in class 7 years | | | | |
| C2 | Wheelchair accessible vehicles - Maximum Age 10 Years, Average age in class 6 years | | | | |
| C3 | 18-24 passenger vehicles - Maximum Age 10 years, Average age in class 6 years | | | | |
| C4 | 6 passenger vans - Maximum Age 8 years, Average age in class 5 years | | | | |
| C5 | Single Passenger Vehicles | | | | |
| C6 | Other Vehicles | | | | |
| C7 | | | | | |
| C8 | | | | | |
| C9 | | | | | |
| C10 | | | | | |
| C11 | | | | | |
| C12 | | | | | |
| C13 | | | | | |
| C14 | | | | | |
| C15 | | | | | |
| C16 | | | | | |
| C17 | | | | | |
| C18 | | | | | |
| C19 | | | | | |
| C20 | | | | | |

FIRM NAME: _____

SIGNATURE: _____

SCHEDULE A – FIRST AID TRAINING**BASIC FIRST AID TRAINING**

The TVDSB and the LDCSB reserve the right to approve the Basic First Aid Training program proposed by the Operator for each year of the Agreement. Cost of provision of training to be borne by the Operator with no further payments made. First Aid Training must be provided prior to commencement of in-service driving.

Course Contents – shall be a minimum of three hours and must include, as a minimum:

- Basic First Aid - Sample course outline
- First Aid - The Law and First Aid, Protecting Yourself
- Emergency Scene Management – Assessment, Triage, Continuing Care
- Respiratory System – how breathing works, causes of respiratory emergencies (airway obstructions, suffocation)
- Choking - Signs & symptoms, first aid for choking in conscious and unconscious adults and children
- Artificial Respiration & Methods - Assisted breathing, hyper-ventilation, CPR for adults and children
- Cardiovascular Emergencies – heart attack, stroke
- Trauma - severe bleeding, shock, fainting
- The Nervous System – including Head and Spinal Injuries
- EpiPen or similar generic product training * (Epi-Pen training must be covered with the Driver prior to carrying students on board)

SCHEDULE B – DRIVER TRAINING STANDARDS & SAFETY PROGRAMS**Driver Training (Regular and Specialized Drivers)**

The TVDSB and the LDCSB reserve the right to approve the Driver Training program proposed by the Operator for each year of the Agreement. Cost of provision of training to be borne by the Operator with no further payments made.

Course Contents – shall be provided prior to in-service driving, a minimum of three hours and must include, as a minimum:

Responsibilities of the Bus Company – as set by the TVDSB and the LDCSB
Responsibilities of the Bus Driver – as set by the TVDSB and the LDCSB
Customer Service Training for People with Special Needs (AODA Training)
Diversity Training (Human Rights)
Customer Service, including Conflict Management
Defensive Driving including Accident Reporting Procedures
Management of Student Conduct and Reporting Procedures
Additionally, Basic First Aid (see Schedule A of the Agreement) must be provided

FIRM NAME: _____

SIGNATURE: _____

Transporting Students with Special Needs: (must be completed prior to in-service driving)

Any Driver transporting students with Special Needs and using a vehicle designed to accommodate mobility devices must be trained in the following areas:

- vehicle loading and unloading procedures;
- manual ramp deployment;
- tie down procedures;
- proper installation of car seats;
- use of restraints/harnesses.

Course Content for Annual Refresher Training (typically 3 hours in duration and may be included with Operator Safety Talk Event)

- Management of Student Conduct and Reporting Procedures
- Human Rights & Sensitivity Training
- Bus Evacuation, Accident Procedures
- Epipen or similar generic devices
- Responsibilities of the Bus Driver – as set by the TVDSB and the LDCSB

Course Content for Advanced Refresher Training. Both (1) and (2) will occur every three years, generally 3 hours in duration, format

- Defensive Driving (DIC, FleetSmart etc)
- First Aid, including CPR

Safety Programs:

The TVDSB and the LDCSB will promote safety at all times. Accordingly, the Operator should be prepared to assist with this promotion by providing safety orientation training and evacuation drills for all Drivers by the end of August each year.

Irrespective of formal safety training presentations, at the beginning of each school year and no later than the end of the second week of school, each Driver shall provide their riders a general evacuation overview by pointing out the emergency exits on the vehicle and appropriate safety equipment.

SCHEDULE C - RESPONSIBILITIES OF THE BUS DRIVER**Policy**

Bus Drivers working for Operators under contract to the TVDSB and the LDCSB will uphold the transportation Policies and Procedures set out by the TVDSB and the LDCSB and any contractual documents that exist between the parties.

Procedure

The Bus Driver will:

- Be courteous and professional at all times when dealing with students, members of the school community and parents/guardians.
- Drive safely at all times and in accordance with the Highway Traffic Act and related legislation.
- Adhere to the transportation Policies and Procedures set out by the TVDSB and the LDCSB.
- Use and adhere to route information as agreed upon by the TVDSB and/or the LDCSB and not provide transportation for unauthorized riders to and/or from unauthorized stops.
- Contact Dispatch immediately to report any unauthorized riders.
- Contact Dispatch if road, traffic and/or weather conditions are going to cause a delay of 15 minutes or more.
- Contact Dispatch immediately in the event of an emergency, serious accident or incident.
- Complete reports as requested in a timely manner. These will generally include student conduct reports and vehicle incident reports.
- Not accept any requests from a parent/guardian/school with respect to custom or special transportation arrangements. Advise the person making the request that it is not in keeping with the transportation policies and will not be done. Report the incident to Dispatch.

FIRM NAME: _____

SIGNATURE: _____

Maintain a class of license appropriate to the vehicle operated in good standing and advise the employer immediately of any changes to the status of the license and carry it on their person at all times.

Respect the diversity of students served in keeping with the Ontario Human Rights Code.

Be instructed on the TVDSB and the LDCSB disciplinary policy for student misconduct, and the procedure for instituting the same.

Inspect the contracted vehicle before the vehicle's first trip of the day as per the Highway Traffic Act.

In gasoline operated vehicles, not to idle vehicles in front of school buildings and shall not idle diesel vehicles more than 5 minutes in front of school buildings.

Not use a cell phone with students on board with the exception of an emergency. If an emergency situation arises, the Driver must pull over and secure the bus before making or receiving a phone call.

Not smoke or permit passengers to smoke on buses.

Not take pictures and/or video recordings of students.

Shall not leave students unattended in the vehicle unless they are assisting other another student, and at all times under such circumstances the vehicle have the ignition turned off, key removed from the ignition, parking brake applied and wheels turned curb-side.

Perform a seat check upon completion of service at each school location by walking through the vehicle and inspecting each seat and floor to ensure that no student remains on the vehicle.

Ensure that idling the vehicle is minimized wherever possible.

Introduce himself/herself to the student and parent/guardian at the beginning of the year (or when operating a spare route) and confirm pick up and drop off times.

Process

The TVDSB and the LDCSB will provide the bus company a copy of the governing policy and procedures at the commencement of year of the Agreement.

Amendments to this may be periodically made as appropriate and posted in the Operator Portal.

FIRM NAME: _____

SIGNATURE: _____

SCHEDULE D – ANNUAL DRIVER SIGN-OFF SHEET**Thames Valley District School Board**
London District Catholic School Board

Name: _____ (Please Print)

Date: _____

Employer: _____

As a school bus Driver or Monitor, I understand that I am obligated to uphold the Policies and Procedures set by the Thames Valley District School Board and the London District Catholic School Board. I acknowledge the following:

DRIVER'S RESPECT FOR SENSITIVE & CONFIDENTIAL INFORMATION

The Driver (Monitor) will be aware of their access to sensitive and confidential data, including, but not limited to, personal and medical information. The Driver

DRIVER'S LICENSING REQUIREMENTS AND CONSENT TO DISCLOSURE

_____ I understand as part of the license process that a criminal background check will be conducted and periodically Monitored.

_____ I do not hold an "E" or "B" class license and understand that I must have a criminal background check completed as a condition of employment.

_____ I am a returning employee and hereby declare that I have not engaged in any activity in the last 12 months that resulted in any change to my criminal

FIRM NAME: _____

SIGNATURE: _____

| | DESCRIPTION | Rate - Return Trip unless otherwise negotiated with Booking Agent | | | | | |
|-------------|--|---|---------------------|---------------------|-----------------|----------------------|-----------------|
| ITEM NO | London To London Destination shown below: | 72 Passenger | 30 Passenger | 20 Passenger | Activity | Highway Coach | Comments |
| | The TVDSB and the LDCSB will expect the price to hold on all of the runs listed in Worksheet E - Pricing. The schools will be expected to request price quotations for any additional requirements from the pre-qualified operators with no change in the terms and conditions | | | | | | |
| B1.1 | • UWO | | | | | | |
| B1.2 | • Circle R Ranch | | | | | | |
| B1.3 | • Fanshawe Conservation Area | | | | | | |
| B1.4 | • Grand Theatre | | | | | | |
| B1.5 | • Children's Museum | | | | | | |
| B1.6 | • Pond Mills | | | | | | |
| B1.7 | • Jaffa | | | | | | |
| B1.8 | • Kiwanis Music - Education Centre | | | | | | |
| B1.9 | • Storybook Gardens | | | | | | |
| B1.10 | • East Park | | | | | | |
| B1.11 | • Wildwood | | | | | | |
| B1.12 | • Children Safety Village | | | | | | |
| B1.13 | Please state your one-way in-town charge. | | | | | | |
| B2.0 | County to London Destination shown below: | 72 Passenger | 30 Passenger | 20 Passenger | Activity | Highway Coach | Comments |
| B2.1 | • UWO | | | | | | |
| B2.2 | • Circle R Ranch | | | | | | |
| B2.3 | • Fanshawe Conservation Area | | | | | | |
| B2.4 | • Grand Theatre | | | | | | |
| B2.5 | • Children's Museum | | | | | | |
| B2.6 | • Pond Mills | | | | | | |
| B2.7 | • Jaffa | | | | | | |
| B2.8 | • Kiwanis Music - Education Centre | | | | | | |
| B2.9 | • Storybook Gardens | | | | | | |
| B2.10 | • East Park | | | | | | |
| B2.11 | • Wildwood | | | | | | |
| B2.12 | • Children Safety Village | | | | | | |

FIRM NAME: _____

SIGNATURE: _____

| B3.0 | Typical Trips out of town include for all areas: | 72 Passenger | 30 Passenger | 20 Passenger | Activity | Highway Coach | Comments |
|--------|--|-----------------------|--------------|--------------------------------|--------------------------------|---------------|----------|
| B3.1 | • Ontario Science Centre | | | | | | |
| B3.2 | • Royal Ontario Museum (ROM) Toronto | | | | | | |
| B3.3 | • Canada's Wonderland - Barrie | | | | | | |
| B3.4 | • African Lion Safari and Dundurn Castle | | | | | | |
| B3.5 | • Toronto Zoo | | | | | | |
| B3.6 | • O'Sheas Farms Granton, Ontario | | | | | | |
| B3.7 | • Stratford Festival | | | | | | |
| B4.0 | Out of town trips exceed one day (Ottawa, Blue Mountain, Montreal) | 72 Passenger | Activity | Highway Coach - state capacity | Highway Coach - state capacity | Comment | |
| B4.1 | Basic Rate including fee for overnight accommodations including drivers meals | | | | | | |
| B5.0 | Miscellaneous | | | | | | |
| B5.1 | Peak and non peak | | | | | | |
| B5.1.1 | Bidders must specify the percentage premium surcharge to be added if during peak times. | | | | | | |
| B5.1.2 | Bidders must state when AM peak times begin and end. | | | | | | |
| B5.1.3 | Bidders must state when PM peak times begin and end. | | | | | | |
| B5.2 | Single Rider Trips - Base rate | 6 Passenger Mini Vans | Sedans | | | | |
| B5.2.1 | • Within London one way | | | | | | |
| B5.2.2 | • Within London both ways | | | | | | |
| B5.2.3 | • Within the county one way | | | | | | |
| B5.2.4 | • Within the county both ways | | | | | | |
| B5.3 | Show Up Fee - Maximum | \$50.00 | | | | | |
| B5.3.1 | The Operator will apply a Show Up Fee in the event the bus arrives at the pick up location specified by the Booking Agent and is not required without cancellation by the Booking Agent to the Operator 48 hours prior to the scheduled pick up. The Show Up Fee is \$50.00 for the duration of this contract. | | | | | | |
| B5.3.2 | Please state if you are willing to discount this fee | | | | | | |

FIRM NAME: _____

SIGNATURE: _____

| | | |
|-------------|---|----------------------|
| B5.3.3 | Inclement Weather Cancellation Fee | |
| B5.3.4 | Proponents must state a fee per vehicle to be charged in the event of inclement weather recognition of incurred operating costs if cancelled on the day of the trip | |
| B5.5 | <i>Wait Time Fee</i> | <i>Amount</i> |
| B5.5.1 | State wait time fee per vehicle per 1/2 hour when waiting 15 minutes beyond the scheduled times beyond the original scheduled arrival or departure time | |
| B5.6 | <i>Dead Head Charges</i> | |
| B5.6.1 | Please state when dead head charges will apply. | |
| B5.6.2 | Please state the dead head charges that will apply in the case of B5.6.2 | |
| B5.7 | <i>Deposit</i> | <i>Amount</i> |
| B5.7.1 | Bidders must state deposit required if trip is scheduled to be more than one day in duration. | |
| B5.7.2 | Is deposit refundable or non-refundable? | |
| B6.0 | <i>FOR THE PURPOSE OF THIS CONTRACT NO MONITORS ARE REQUIRED</i> | |

FIRM NAME: _____

SIGNATURE: _____

Acts that Regulate the Operations and Business Affairs of Ontario's School Bus Companies:**Provincial Legislation**

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

Education Act

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, Drive Clean 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

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

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

Occupational 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

Federal Legislation

Canadian Pension Plan

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

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

Any other applicable Acts, statutes or regulations which may be added or modified from time to time, of which you shall be made aware.

FIRM NAME: _____

SIGNATURE: _____

**Responsibilities of the Bus Company
Policy**

Bus companies under contract to the TVDSB and the LDCSB are obligated to uphold the transportation Policies and Procedures set out by the TVDSB and the LDCSB and any contractual documents that exist between the parties.

Procedure

The bus company, in accordance with the terms set out in the contract between the company and the TVDSB and the LDCSB, will:

- Adhere to the transportation Policies and Procedures set out by the TVDSB and the LDCSB.
- Provide training to dispatch and bus Drivers which is in keeping with the above, including outlining related procedures in the Driver manual.
- Contact the school principal in the event of a delay of 15 minutes or more.
- Contact the Principal immediately in the event of a serious accident or incident.
- Not accept any requests from a parent/guardian or school with respect to custom or special transportation arrangements and advise the parent/guardian it is not in keeping with the transportation Policies and Procedures and can not be done.
- Ensure that all specifications set out by the Ministry of Transportation, related sections of the Highway Traffic Act and any other related legislative components are upheld.

Ensure all Drivers maintain a valid class license in good standing in accordance with the Ministry of Transportation and conduct audits to ensure compliance.

- Keep vehicles maintained to Ministry standards, clean and in good working order and not put a vehicle into service that is not compliant.
- Submit documentation to the TVDSB and/or the LDCSB as requested, which may include, but is not limited to, detailed fleet information, Driver training records, proof of license for bus Drivers, insurance certificate, CVOR number.
- Provide on-going professional development to bus Drivers with respect to safe driving and/or customer service and will comply with any mandatory training requirements as set out by the Ministry of Transportation or Ministry of Education.
- Work cooperatively with the principal, parents/guardians and the TVDSB and/or the LDCSB when disputes or problems arise.
- Develop, design and implement Driver recruitment and retention programs to support business continuity.
- Have a written drug/alcohol policy that complies with all applicable laws. A copy of this policy will be submitted to the TVDSB and the LDCSB with the signed Agreement. Any subsequent revision in the policy will be provided to the TVDSB and the LDCSB.
- Have a child check policy/procedure and provide it to the TVDSB and the LDCSB accordingly.
- Shall instruct every Driver under each Operator's control to conduct or cause to be conducted a prescribed inspection of the vehicle driven by the Driver prior to the vehicle being driven as per the Highway Traffic Act.
- Shall provide, in writing, established cold weather starting procedures to ensure all vehicles are operational.
- Shall provide annually at the request of the school principal on site bus evacuation instructions and drills.
- Provide to the TVDSB and/or the LDCSB sanction notices, requests to comply with a facility audit, or any other violations/charges that might have been placed against the company, vehicles or Drivers, within 7 days of the occurrence.
- Will comply with the use of the TVDSB's and/or the LDCSB's incident reporting tool for late vehicles and accident/incident reporting.

Process

The TVDSB and the LDCSB will provide the bus company a copy of the governing policy and procedures at the commencement of each year of the Agreement or upon request.

Amendments to this may be periodically made as appropriate and provided to the Operator.

FIRM NAME: _____

SIGNATURE: _____

The TVDSB and the LDCSB will undertake effective contract management practices by monitoring performance standards through all available technologies, including, but not limited to, site audits (accompanied by a written report), requests for information and/or follow up on inquiries, commendations or complaints from the school community, including parents/guardians and will generally include, but are not limited to, those set out below:

VEHICLES AND SAFETY STANDARDS

Vehicles are ready for service, meaning in generality but not limited to, at the facility or available for inspection by the TVDSB and the LDCSB, plated, insurance cards, CVOR stickers, log books, logos affixed, video/audio cameras, two-way radios and GPS units, installed and operational.

Vehicles in the fleet are kept clean and are in safe working order.

Communication devices are available and functional.

Safety issues are reported and documented in a timely manner.

Medical or special considerations for students are made available to Drivers.

Inspections done by MTO.

Pre-trip inspections are done daily by the Driver/Operator, log books kept and current.

The operation is presented in a professional and organized manner. Appropriate support staff are in place and trained. (i.e. Dispatchers)

COMMUNICATION AND ORGANIZATIONAL STANDARDS

Systems are in place to receive current TVDSB and LDCSB generated information. Operator is expected to have and maintain a 24 hour phone answering service, fax service and internet enabled computer as a minimum.

Operator will ensure the most recent route and stop locations are followed.

Communication indicating trip delays or cancellations will be made to the TVDSB and the LDCSB.

A communication device will be used to maintain contact between the base of operations (dispatch) and Drivers during all route times.

Communicating while the bus is in motion will be kept to a minimum and only when absolutely necessary.

TRAINING

Drivers hold the appropriate class license as set out in the Agreement, background checks are completed, are trained in accordance with Schedule A – Basic First Aid Training and Schedule B – Driver Training and Safety Programs on Worksheet D.

Sufficient drivers and spare drivers are hired and trained to cover trips.

Contact information is up to date and maintained regularly in electronic form.

Driver performance is monitored and retraining is provided for Drivers with safety/accident records.

Driver training records are to be kept, including proof of successful completion.

Training systems are in place for basic student behaviour and a process for training new and spare Drivers is available.

Student management is handled in a safe and professional manner.

DOCUMENT CONTROLS

Up to date police checks for Drivers & employees that may be in contact with student are maintained.

All pertinent contact information is kept up to date.

Driver performance is tracked historically.

Pre-trip inspection reports are available & completed daily, and Drivers trained in filling them out completely and accurately.

Accident forms/incident forms are filled out completely and accurately, and adhere to School Board, School Council and internal policies.

Fleet logs are kept and vehicle age is recorded.

Employee files are kept in a secure area.

Student data is kept secure and in accordance with privacy policies of the TVDSB, the LDCSB and the bus company's own internal policies.

FIRM NAME: _____

SIGNATURE: _____