



TENDER
Daily Student Transportation Service for
Lester B. Pearson School for the Arts
#675

Monday, June 8, 2015

Issued by: The Thames Valley District School Board

Return Date: prior to 12:00:00 noon, Friday, June 26, 2015

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
1.0	INTRODUCTION		
1.0.1	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 166 schools with an estimated enrolment of 74,000 students.		
1.1	PURPOSE		
1.1.1	The purpose of this document is to obtain costs to provide daily student transportation services to Lester B. Pearson School of the Arts, 795 Trafalgar Street, London, ON N5Z 1E6		
1.1.2	Transportation services are only provided within the City of London.		
1.1.3	The Board reserves the right to use additional providers for transportation services other than those identified in the bid document.		
1.1.4	The Lester B. Pearson population is currently serviced by 5 routes. It is foreseen that for the 2015 - 2016 school year 5 - 8 buses will be required. Final routing will be determined by the successful proponent in consultation with the Principal and the School Council.		
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" shall mean 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" shall mean proponents "should" include the required information in bid submission.		
2.1.1.3	The word "NONCOMPLIANT" shall mean 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 any portion or all 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.		
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 will reject any bid submission which contains a major irregularity.		

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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 may permit the proponent to correct a minor irregularity.		
2.2	"School" refers to the principal or designate.		
2.3	"School Council" refers to the Lester B. Pearson School Council Bus Committee.		
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.		
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 2015Appendices675.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		

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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: Monday, June 8, 2015		
2.4.2	RETURN DATE and TIME: prior to 12:00:00 noon local time Friday, June 26, 2015		
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 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 150 days before the end of the term.		
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.		

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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	On Worksheet E, proponents should enter pricing. The School may exercise the option to utilize mini-sized buses or PVPD's to best service it's requirements.		
3.2.3	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.		
3.3	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.		
3.4	INVOICING/PAYMENT TERMS		
3.4.1	All invoices must be sent on a monthly basis directly to Lester B. Pearson School for the Arts, 795 Trafalgar St, London, ON N6Z 3E6. Attention: Principal.		
3.4.2	Applicable taxes must be shown as separate line items on all invoices.		
3.4.3	Proponents should indicate any specific payment terms. It is generally expected that payment will be 45 days from receipt of invoice.		
3.4.3.1	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 Lester B. Pearson population is currently serviced by 5 routes. It is foreseen that for the 2015 - 2016 school year 5 - 8 buses will be required. Final routing will be determined by the successful proponent in consultation with the Principal and the School Council.		
4.1.3	The successful operator must be able to plan routes based on student data (student names and addresses) received from a designated contact person at Lester B. Pearson.		
4.1.4	Routes will change annually based upon the new Grade 4 students entering the school and the Grade 8 students leaving the school.		
4.1.5	Entering into a Contract with the successful Operator shall not limit the right of the TVDSB 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 successful operator.		

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4.1.6	The successful Operator must ensure that the service level provided is within TVDSB transportation policy guidelines.		
4.1.7	The TVDSB reserves 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 reserves 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 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 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 transportation policy		
4.3	STATISTICAL REPORT		
4.3.1	The Operator must be prepared to provide the TVDSB with the following information in an electronic spreadsheet format on a quarterly basis for each trip:		
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		
4.3.2	The Operator hereby agrees to perform any survey, counts or checks requested by the TVDSB and to provide promptly such information as the TVDSB 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.		

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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 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.		
5.1.7	The TVDSB 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 the successful proponent(s) is unable or unwilling to enter into a form of contract satisfactory to the TVDSB. The TVDSB shall be entitled to do so without any liability being incurred by the TVDSB to the proponent		
5.1.8	The lowest or any bid submission may not necessarily be accepted. The TVDSB 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 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 reserves the right to decline or purchase one or all items in this bid from one supplier or from multiple suppliers.		

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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 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 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 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 nor shall it assign the contract without the written permission of the TVDSB. The successful proponent(s) must not, at any time, change subcontractors approved by the TVDSB without written permission of the TVDSB.		
5.1.13	While the TVDSB 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, 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.		
5.1.14	The TVDSB may accept or waive a minor irregularity, or where practical to do so the TVDSB 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. 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 policies, procedures and regulations must be adhered to by the successful proponent(s).		
5.1.15.1	Smoking is prohibited in all TVDSB buildings and on all TVDSB property.		
5.1.15.2	Some TVDSB 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 each school.		
5.1.16	The successful proponent(s) will reimburse the TVDSB 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 employees and shall not represent themselves as an agent of the TVDSB nor be eligible for any of the benefits provided to TVDSB employees.		

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5.1.18	The TVDSB reserves the right to demand the removal of any successful proponent's employees or contracted staff engaged in this contract if, in the TVDSB'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 operations and modify assignments as required.		
5.1.20	This bid document is being issued pursuant to the TVDSB's Purchasing Policies and Procedures.		
5.2	CANCELLATION OF CONTRACT / LOSS OF SERVICE		
5.2.1	The TVDSB reserves 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 reserves 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 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 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 to remove the successful proponent(s) employment of the said driver for the TVDSB contract.		
5.2.3.6	▪ If the successful proponent(s) fails to remove a driver for the TVDSB contract when requested by the TVDSB pending investigation where there are reasonable grounds to believe that the driver has been involved in any inappropriate behaviour involving children being transported.		

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5.2.4	The TVDSB 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 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 reserves 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.		
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 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 shall have the right to replace the successful proponent(s) with another service provider suitable to the TVDSB 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 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, including the right to copy and/or publish the same as the TVDSB sees 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 in this bid document to any third party without the written consent of the TVDSB.		
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:		

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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,		
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. Proponents wishing to do business with the TVDSB 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 shall not accept any equipment that has not been inspected and approved. If not so approved, the TVDSB reserves 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 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.		

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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.		
5.7.4	The Occupational Health and Safety Act describes the responsibilities of an employer. The TVDSB requires 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 Health and Safety Policy, Procedures and Guidelines and Municipal Bylaws.		
5.7.5	The TVDSB reserves 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 reserves 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		

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.8.3	Upon an award to the successful proponent(s) by the TVDSB, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB 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 from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB 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 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.		

FIRM NAME: _____

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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.9.5	Upon renewal or change in insurer, successful proponent(s) shall provide to the TVDSB 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 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.		
5.9.7	The TVDSB reserves 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, the successful proponent(s) shall be required to submit certification in a form satisfactory to the TVDSB of the above-mentioned coverage to protect the TVDSB 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 from and against any and all liability for loss, damage and expense, which the TVDSB may suffer or for which the TVDSB 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. This also extends to communications sent on the TVDSB's behalf. The successful proponent(s) will be required to indemnify the TVDSB 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 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 and 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.		
5.11.3	All workplace injuries or accidents on TVDSB property must be reported by the successful proponent(s) to the TVDSB's representative within 24 hours.		

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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
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ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.12	CRIMINAL BACKGROUND CHECKS		
5.12.1	The Operator further agrees that drivers and monitors who 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, 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, 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 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 to be not eligible to attend on a school site of the TVDSB 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.		

FIRM NAME: _____

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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 the TVDSB. For the purposes of this Agreement, the TVDSB shall determine in its 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 TVDSB 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 TVDSB 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 1st each year thereafter with respect to Offence Declarations, then the TVDSB 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: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
5.12.11	The TVDSB 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 TVDSB 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 TVDSB in the circumstances and in its sole and unfettered discretion, then the TVDSB 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 TVDSB hereunder. Upon such request, the successful proponent(s) will forthwith effect such removal, without prejudice to any other rights which the TVDSB 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 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.		
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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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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 TVDSB during the term of this Agreement and on 30 days written notice, provide such evidence as is reasonably acceptable to the TVDSB 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.		

FIRM NAME: _____

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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

ITEM NO.	TERMS AND CONDITIONS	WILL COMPLY/WILL NOT COMPLY	COMMENT
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.		
8.1.3	All compliant bid submissions will be evaluated by a TVDSB 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 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 takes place.		
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: _____

**DAILY STUDENT TRANSPORTATION FOR
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Worksheet A - Terms and Conditions**

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 "2015Appendices675.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: _____

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**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet A - Terms and Conditions**

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	Daily Student Transportation for Lester B. Pearson School for the Arts		
9.5.10	675/2016/TS		
9.5.11	Return Date: 12:00:00 noon local time, Friday, June 26, 2015.		
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: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet B - Requirements**

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B1	SERVICES		
B1.1	The School shall provide the successful proponent with a listing of student names and addresses for the upcoming school year by the 30th of June of the preceding school year.		
B1.2	The successful proponent shall use this information to determine and designate route design, locations and times for picking up and discharging students, destinations, student loads, student stop lists, student information and any other information required to perform the duties of this Agreement. Changes in route design and/or locations for picking up and discharging students shall be determined and communicated to the School and to all necessary parties.		
B1.2.1	There are currently 5 routes servicing the School. It is foreseen that 5 to 8 buses will be required for the 2015 - 2016 school year.		
B1.2.2	The TVDSB may exercise the option to include mini-size buses and PDPV's in the mix of buses.		
B1.2.2	New routes should be designed taking into account the following parameters:		
B1.2.2.1	Stops should be in residential divisions in which riders reside; the boundaries would be generally outlined by major roads (four lanes or high traffic volume roadways). Within reason, riders should not have to cross these boundaries;		
B1.2.2.2	Within reason, the routes should attempt to ensure that the riders' bus stops are within 1000 metres from their residence.		
B1.2.2.3	Within reason, the one way drive time from pick up to drop off should not exceed 20 minutes more than the direct route time from the point of pick up to the drop off. The pick up location can be established in quadrants as a basis (i.e. a defined quadrant of Lambeth could be established and assigned an average direct travel from Lambeth to the School of 25 minutes. The total bus travel time for riders in that quadrant should not exceed 45 minutes.)		
B1.2.2.4	Capacity of riders in a bus should reflect a reasonable allowance for riders' musical instruments.		
B1.3	The successful proponent shall provide the School with the anticipated routes and schedules for the next school year no later than July 15 for each year of the Agreement. Notwithstanding the publication of the anticipated routes, changes/alterations and/or deletions of said routes will be communicated to the School by the Operator.		
B1.4	The Operator shall, during the term of this Agreement, provide transportation services in accordance with route documentation provided to the School, which shall specify:		
B1.4.1	The route(s) for which the service is to be provided subject to the amendment and updates from time to time; and,		
B1.4.2	The size of vehicle to be used on each route.		

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet B - Requirements**

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B2	OPERATOR		
B2.1	The Operator covenants that during the term of this Agreement it shall, whether transporting regular home-to-school students or whether transporting students with special needs, transport students in accordance with the specifications contained in this Agreement. The Operator will not permit charter runs or other fares to prejudice the operation of any regular route that it is receiving payment for from the TVDSB.		
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.		
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 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, has any interest in this Agreement;		
B2.4.2	No member, officer or employee of the TVDSB, except those that are expressly declared as interested and approved in writing by the TVDSB, 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	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, which consent may be arbitrarily withheld. The Operator will promptly notify the TVDSB of any proposed change in ownership. If the Operator is a corporation, the Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator, or holding directly or indirectly voting control of the Operator at the time of entering into this Agreement, shall not without the prior written consent of the TVDSB, sell, assign or otherwise dispose of the majority of voting shares of the Operator, whether through one or through a series of transactions or cease to hold directly or indirectly, voting control of the Operator. Failure to obtain the TVDSB's consent in writing to assign this Agreement to a new owner, will render the Agreement null and void at the TVDSB's sole discretion, if the change(s) in ownership is/are unacceptable to the TVDSB.		

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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, its 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. In addition, the Operator shall indemnify and hold harmless the TVDSB 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 policy and procedures including compliance with and causing the Driver to comply with the TVDSB'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 printed Policies and Procedures for student transportation during the term of this Agreement will be disclosed to the Operator by the School.		
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 for inspection, and for the purpose of making photocopies. The TVDSB reserves the right to appoint an independent organization to perform a vehicle/Driver safety audit, or administrative process audit at any time during the term.		
B2.9	The Operator shall follow the TVDSB's Policies and Procedures regarding Inclement Weather and be responsible for updating any communications tool as dictated by the School.		
B3	DRIVER AND VEHICLE QUALIFICATIONS AND CONSENT TO DISCLOSE		

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ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B3.1	The Operator will make available to the School 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 School.		
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. For the purposes of this Agreement, the School 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 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 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 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.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B3.2.4	The School 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 School 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 School in the circumstances and in its sole and unfettered discretion, then the School will have the right to request that the Operator prohibit the Driver or other employee of the Operator from providing services to the School hereunder. Upon such request, the Operator will forthwith effect such removal, without prejudice to any other rights which the TVDSB 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 Drivers and Monitors to be 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	To ensure preparedness for and facilitate a good start up, the Operator further acknowledges that each year of this Agreement and for each additional term thereof, no less than 15 business days prior to the first day of Service, the School reserves the right to audit the Operator's readiness with respect to the upcoming school transportation year. The Operator shall demonstrate to the School by not later than the aforementioned timeframe its general readiness for all Routes assigned to such Operator, to the satisfaction of the School, and failing which, the TVDSB retains the right to reassign any portion of the Routes to a third party, at the TVDSB's sole discretion upon written notice to the Operator. 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 School. Revisions will be communicated by the School which shall be deemed to be notice given.		
B4	ROUTING		
B4.1	The services for the transportation of students will be provided for 188 days annually during the length of the Agreement with the exception of those unforeseen events which would cause service disruptions. The 188 days as set out above excludes Professional Activity Days.		
B4.2	The Total Daily Rate for each route paid to the Operator for transportation services shall be established from the Base Rate and Variable Rate to reflect the total daily kilometres for both the AM and PM portion of the runs as determined by the successful proponent and will be set:		
B4.2.1	-for regular home-to-school students, on a per route, per day basis, and;		

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B4.2.2	-for each type and class of service specified by the successful proponent.		
B4.2.3	Discrepancies in number of kilometres on the part of the Operator will be brought to the attention of the School for consideration and resolution.		
B4.2.4	For greater certainty, the Operator acknowledges that the Total Daily Rate is based on a Base Rate plus a Variable Rate, applied to each kilometre in excess of the kilometres included in the Base Rate, per route times the number of days, and that a decrease in the number of vehicles used by the Operator to provide such transportation services (whether such decrease has resulted from a consolidation of routes by the School or from the application or use by the Operator of the same vehicle to service more than one route or from any other cause) shall entitle the School at its sole option, to decrease proportionately the amount payable to the Operator under this section. Notwithstanding the foregoing, in the event that the decrease in the number of vehicles provided by the Operator in connection with transportation services on a particular date or dates is, in the opinion of the School, acting reasonably in the circumstances:		
B4.2.4.1	The result of an emergency or other event beyond the reasonable control of the Operator, and;		
B4.2.4.2	did not result in a material reduction in the services provided by the Operator on the route or routes affected, and;		
B4.2.4.3	was of a strictly temporary nature,		
B4.2.4.4	then, the School may, in its absolute discretion and based upon the foregoing factors, either waive entirely the proportionate decrease in the unit price payable to the Operator which should otherwise be applicable under this Article or compensate the Operator for its direct, out-of-pocket costs only in respect of the routes or vehicles affected.		
B4.3	Base Rate		
B4.3.1	The Base Rates are set out in Worksheet E - Pricing .		
B4.3.2	If the School requires a smaller sized vehicle to service a route and the Operator does not have the appropriate sized vehicle available, the School will be billed at the lower rate as if the other vehicle was available effective at the day the request is made, based on the rates the School is paying the Operator for the same vehicle type. If the Operator does not have the required vehicle type under contract with the School, the School will pay the Operator an amount per day which is the average amount, based upon the same vehicle type, paid by the School to other Operators for the type of vehicle to be provided by the Operator.		
B4.4	Variable Rate		
B4.4.1	The Variable Rates are set out in Worksheet E - Pricing . It is agreed to by the School and the Operator this rate shall be used to charge costs which are in excess of the kilometres included in the Base Rate.		
B4.5	Fuel Escalator and De-Escalator Rate		

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ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B4.5.1	The parties acknowledge and agree that the payments to be made hereunder by the School to the Operator shall be subject to a price adjustment based on fuel cost escalation or de-escalation (the "Price Adjustment"). The Price Adjustment shall be based on the adjustments set out in the yearly Budget Grants for Student Needs ("BGSN") issued by the Ministry of Education. The 2015-2016 BGSN established .936 cents/litre as the adjusted pegged diesel price (net of HST) with a 3% collar to the positive or negative, which if the collar is breeched, would invoke the application of the fuel escalator or de-escalator. The parties further acknowledge and agree that the TVDSB is a "Southern" School Board within the meaning of the BGSN.		
B4.5.2	The Price Adjustment shall be affected three times per school year: once on or about January 15 covering the period from September 1 to the last day of December, one on or about July 15 covering the period of January 1 to the last day of June and once on or about September 15 covering the period of July 1 to the last day of August. All such Price Adjustments shall be paid by either the School to the Operator, or by the Operator to the School, as the case may be, within thirty (30) days from the end of each of the above-noted periods. The parties covenant and agree to sign an acknowledgement with respect to the yearly BGSN issued by the Ministry of Education for each school year during the term of this Agreement. The obligation to effect the above-noted payments shall survive the expiration or sooner termination of this Agreement.		
B4.6	Monitor Rate		
B4.6.1	The use of a Monitor will be at the sole discretion of the School. The Monitor rate is set out in Worksheet E - Pricing . The Monitor will be on the vehicle for the entire route and may be required in the morning, afternoon or both.		
B4.7	Operator Compliance with Routes and Schedules		
B4.7.1	The Operator shall strictly comply with the route schedule supplied to the School. No significant changes beyond the normal course of business in route schedules shall be made without written authorization of the School. Any such change shall be deemed to be a change pursuant to Item B4.11.		
B4.7.2	A copy of the route schedule is to be kept in the bus at all times and as will be amended by the successful proponent from time to time through the term. Route schedules will be available from the Operator to the School and must be made available and issued to regular and spare Drivers by the Operator. Old copies of route schedules are to be turned in to the Operator and destroyed in a paper shredder as a means of disposal.		
B4.8	Request for Changes to Transportation		
B4.8.1	All requests for transportation and changes in transportation shall be processed exclusively through the School with the understanding that no student may be transported unless previously authorized by the School.		
B4.9	School May Require Vehicles to Service More than One Route		

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B4.9.1	Any of the Operator's vehicles may be required to provide transportation services on more than one route if deemed necessary by the School. The School reserves the right to allocate or reallocate routes at its sole discretion.		
B4.10	Drivers to Serve One Route & Spare Drivers		
B4.10.1	Unless specifically authorized in writing by the School, each route will be served by the same Driver each day. For temporary changes, meaning expected for three days or less in duration, where illness or other reasons require a temporary change in Drivers, no notice is required by the School.		
B4.10.2	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, the Operator will provide to the School a "Driver and Monitor by Route List", stating the full first and last name of each Driver, including spare Drivers and Monitors by route number.		
B4.11	Unauthorized Route Alterations/Modifications Without School Consent		
B4.11.1	The Operator shall not, without prior notification to the School and without specific prior acceptance of such notice, use Route Doubling or substantially modify routes for its own purpose.		
B4.11.2	Where unauthorized Route Doubling or modifications are discovered, adjustments to the amount paid or payable shall be made to reflect the usage of fewer vehicles to provide the required service. Repeat infractions may result in the cancellation of the route at the sole discretion of the School.		
B4.12	Pickup and Discharge Location and Timing		
B4.12.1	While in service, the Operator's vehicles shall stop only at those locations designated for the pick up and discharge of students identified on the route copy as provided to the School.		
B4.13	Obligation to Perform Trial Runs Prior to the Start of Each School Year		
B4.13.1	To facilitate a successful "start-up", the School values the feedback and observations from Drivers on planned routes and therefore trial runs must be completed to collect "on the ground" feedback.		
B4.13.2	The Operator shall ensure that all Drivers perform trial runs of their route(s) preceding the commencement of the first school term in September of each and every year of the term of this Contract. Spare Drivers will also be required to become familiar with routes.		
B4.13.3	Immediately upon the completion of the analysis of runs, all issues or concerns must be reported to the School no later than twenty (20) business days prior to the first day of school.		

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ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B5	VEHICLES		
B5.1	Licensing and Equipment		
B5.1.1	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.		
B5.2	Passenger Loading Specifications		
B5.2.1	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.		
B5.3	Vehicle Age		
B5.3.1	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.		
B5.3.2	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:		
	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
B5.3.3	By August 15 for each year of this Agreement and not less than 15 days before the Contract Starting Date for each additional term of this Agreement, or at any other time during this Agreement upon request and within 15 days, the Operator shall file with the School a "Rolling Stock Report", stating the make, model, model number and year of manufacture of the vehicle serving the route, excluding spare vehicles, prior to September 1st for each year of the Agreement or at any time upon request by the School.		
B5.3.4	The Operator will provide for a number of vehicles that is equal to or greater than 10% (rounded up to a whole number of vehicles) of the number of school bus vehicles that is required to service the routes under contract in order to provide for assistance in the event of breakdowns or delays.		
B5.3.5	The maximum age and average age do not apply to spare vehicles. Spare vehicles in excess of the maximum age must be approved by the School in writing prior to September 1st for each year of the Agreement.		
B5.4	Minivans		

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B5.4.1	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.		
B5.4.2	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.		
B5.4.3	Minivans must have snow season tires on all four wheels installed from November 15th through April 15th as a minimum.		
B5.4.4	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.		
B5.5	Car Seats		
B5.5.1	The School 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.		
B5.6	Vehicle Communications		
B5.6.1	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 School.		
B5.7	Video Surveillance Equipment		
B5.7.1	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.		
B5.7.2	Every mini-van and PDPV shall be equipped with digital and audio video surveillance safety equipment.		
B5.7.3	Use of Video Surveillance equipment will be done in accordance with TVDSB policies.		
B5.8	Additional Vehicle Requirements		
B5.8.1	The Operator shall further ensure that the following requirements are met with respect to vehicles:		
B5.8.1.1	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.		
B5.8.1.2	Crossing Arms- All non-transit style 72 passenger vehicles must be equipped with a crossing arm, which is fully operational at all times.		
B5.8.1.3	All school buses must have a clear strobe light affixed to the roof of the bus.		
B5.8.1.4	All new vehicles ordered shall have a Child Check mechanism.		

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ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B5.8.1.5	Seat Belt Cutters - All vehicles with seat belts must be equipped with seat belt cutters.		
B5.8.1.6	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 School.		
B5.8.1.7	Where the Ministry of Health and Long Term Care declares a Stage 4 Pandemic Alert, Operators will ensure that high touch areas (handrails, seat backs, window ledges) are wiped down between runs in the AM and PM.		
B5.8.1.8	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.		
B5.8.1.9	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 School.		
B5.8.1.10	Any new school buses ordered for the purpose of fulfilling this Agreement shall not be equipped with seat belts.		
B5.8.1.11	The School may inspect any or all buses for any or all conditions specified in this document.		
B5.9	Ministry of Transport Annual Inspection Certificate		
B5.9.1	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.		
B5.9.2	The School may request, and the Operator must provide, Ministry of Transportation Annual Inspection Certificates.		
B5.10	Maintaining Log Books and School Right to Inspect		
B5.10.1	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 School 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 School on request.		
B5.11	School Rights to Require Mechanical Fitness Reports		
B5.11.1	The School reserves the right to cause a mechanical fitness report to be prepared by an independent mechanic chosen by the School at any time and with respect to any vehicle being used on routes governed by this Agreement.		

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B5.11.2	In this event, if the vehicle is found to be satisfactory, the School 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.		
B5.12	Display of Route Numbers		
B5.12.1	All full-sized buses and mid sized buses used to transport students shall display on each vehicle, in the third window of the passenger side, signs indicating the school and route number(s), as provided by the School.		
B5.12.2	Mini sized buses and vans shall have their signs affixed in the first window on the passenger side. Operators are not permitted to create independent route names/numbers which are displayed or distributed on buses serving the School.		
B5.13	Global Positioning System		
B5.13.1	It is expected that, within the duration of the term of this Agreement, the School will require the Operator to install and maintain a GPS unit in the vehicles providing services. The School 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.		
B5.13.2	The cost of ensuring that each vehicle providing services for the School has, at all times, a functioning GPS unit as required by the School is to be included in the rates outlined in Worksheet E - Pricing . No additional consideration will be paid by the School to any Operator for the installation, maintenance and replacement of such GPS units during the term of this Agreement.		
B6	DRIVERS		
B6.1	Driver's Licensing Requirements		
B6.1.1	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:		
B6.1.1.1	A "Class B" licence authorizes the Driver to operate any school purpose bus having a designated seating capacity for more than 24 passengers;		
B6.1.1.2	A "Class E" license authorizes a Driver to operate any school purpose bus having a designated seating capacity for not more than 24 passengers;		
B6.1.1.3	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.		
B6.1.2	The Driver will carry such license on their person at all times. The School requires that Drivers operating minivans hold a valid Class "E" licence as the minimum.		
B6.2	Driver Training and Manuals		

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B6.2.1	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 School upon request.		
B6.2.2	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.		
B6.2.3	The Operator will provide to the School, upon request, a copy of the current training materials. The Operator shall cooperate with the School in the implementation and reasonable revisions or redevelopment of the program.		
B6.2.4	The Operator understands that initial, ongoing and such periodic training as may be required to comply with emerging standards are included in the Total Daily Rate and no further payment will be made.		
B6.3	Operator and Driver Actions in Event of Accidents		
B6.3.1	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 School and provide training to Drivers related to same.		
B6.4	Driver Characteristics		
B6.4.1	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.		
B6.5	School Rights in Event of Driver's Breach of Contract Conditions		
B6.5.1	Breach of any of the provisions by a Driver shall entitle the School, in its sole discretion, but nevertheless acting reasonably under the circumstances, to notify the Operator that the Driver in question immediately be removed from providing any services that are the subject of this Agreement either on a temporary or permanent basis. Notwithstanding the above, the School recognizes 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 School.		
B6.6	Driver's Respect for Sensitive and Confidential Information		

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet B - Requirements**

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B6.6.1	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 School, no later than August 1 prior to the start of the school year.		
B6.7	All information and data supplied by the School from time to time is the exclusive property of the School and all such data and information shall be subject to the confidentiality provisions hereof.		
B7	ADMINISTRATION		
B7.1	Operator's Contact Person		
B7.1.1	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 routes governed by this Agreement to assist the School in any adjustment of routes and pick-ups to ensure an optimum transportation service. The person in question shall act as a liaison between the Operator and the School.		
B7.1.2	For operational matters, the Operator may have more than one individual as the key contact person.		
B7.1.3	The contact person or designate is to assume duties each day at a time no later than the time at which the first student on any route is to be picked up and is to remain on duty in the afternoon until such time as the last student has arrived at his/her destination and all vehicles in service are cleared for that day.		
B7.2	Notification of Delays		
B7.2.1	The Operator shall inform the School immediately in the event of vehicle breakdown or delay which may cause the students to arrive at their respective schools or homes at a time more than fifteen (15) minutes later than the usually scheduled time. The Operator will immediately dispatch a replacement vehicle in the event of breakdown. The Operator will follow any TVDSB Policies and Procedures with respect to the reporting of delays.		
B7.3	Communication with School		
B7.3.1	The Operator will maintain reasonable communications tools (telephone, internet, fax) to send and receive transportation information from the School. The Operator will have a cell phone as a means of communicating with the School in emergency circumstances.		
B7.4	Service Surveys and Programs		
B7.4.1	The Operator shall give full cooperation to the School in any survey of transportation service or safety that the School, in its sole discretion, deems necessary.		

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet B - Requirements**

ITEM NO.	DESCRIPTION	WILL COMPLY/WILL NOT COMPLY	COMMENTS
B8	CONSIDERATION AND ACCOUNTING		
B8.1	Basis for Payments		
B8.1.1	Monthly invoices are to be submitted by the Operator, in accordance with instructions provided by the School, covering Routes serviced in the preceding calendar month. The School reserves the right to authorize payments once a complete, accurate, correctly constructed and substantiated invoice is received.		
B8.2	Payment Calculations		
B8.2.1	Each invoice shall, at a minimum, and subject to additional School requirements communicated to the Operator, include for each route:		
B8.2.1.1	route descriptor (number); number of days of service provided; kilometres traveled from first pick up to last drop off morning and afternoon (including shortest distance back to first pick up), otherwise known as "Ministry kilometres";		
B8.2.1.2	the number of incidents where the Delay Rate or Temporary Route Cancellation Rate would be applied as agreed to by the School in the month invoiced;		
B8.2.1.3	the number of School Board Labour Dispute instances agreed to by the School in the month invoiced; and		
B8.2.1.4	Operator's business name, address, telephone number and HST registration number.		
B8.3	Other Adjustments		
B8.3.1	If extra hours, distances or other considerations are to be made to the amounts claimed, such adjustments must be supported by Agreements, in writing, between the School and the Operator and these will be reflected in the payment made by the School to the Operator using the agreed Variable Rate.		

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet C - Current Vehicles**

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 11 years, average age in class 6 years				
C2	Wheelchair accessible vehicles - Maximum Age 10 Years, Average age in class 5 years				
C3	18-24 passenger vehicles - Maximum Age 10 years, Average age in class 5 years				
C4	6 passenger vans - Maximum Age 7 years, Average age in class 4 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 School Council reserves 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 School Council reserves 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 School Council
Responsibilities of the Bus Driver – as set by the School Council
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)**must include, at a minimum:**

- 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 School Council

Course Content for Advanced Refresher Training. Both (1) and (2) will occur every three years, generally 3 hours in duration, format to be selected by the Operator (may be in person or on-line)

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

Safety Programs:

The School Council 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.

FIRM NAME: _____

SIGNATURE: _____

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

Bus Drivers working for Operators under contract to the TVDSB will uphold the transportation Policies and Procedures set out by the TVDSB 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.
- Use and adhere to route information and run copy as approved by the School Council 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.
- 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 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 School Council 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 provided to the Operator.

FIRM NAME: _____

SIGNATURE: _____

SCHEDULE D – ANNUAL DRIVER SIGN-OFF SHEET

**Lester B. Pearson School for the Arts**

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 School Council of Lester B. Pearson School for the Arts and the Thames Valley District 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 (Monitor) will acknowledge that this information must be treated as strictly confidential and can not be used, reproduced or copied for anything other than the original intended purpose. The Driver (Monitor) will not release any confidential student information. The Driver (Monitor) will sign a confidentiality Agreement annually.

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 record, regardless of the class of license I hold.

FIRM NAME: _____

SIGNATURE: _____

**DAILY STUDENT TRANSPORTATION FOR
LESTER B. PEARSON SCHOOL FOR THE ARTS
Worksheet E - Pricing**

E1	Proponents are asked to provide a Base Rate and a Variable Rate. These will be combined to create the Total Daily Rate. The Total Daily Rate is to include all amounts the Proponent expects to be compensated for by the School in respect of the providers costs and expenses for providing the Services, including (but not limited to), the following which in some cases form part of the Services requirements:
E1.1	amortized purchase and interest costs of vehicle over lifespan of vehicle less disposal value,
E1.2	vehicle peripherals (additional equipment beyond standard vehicle features as required by this Agreement)
E1.3	maintenance (scheduled or otherwise),
E1.4	licensing,
E1.5	insurance,
E1.6	the wage and all other costs to provide a driver for the vehicle for a standard day including training, insurance, licensing, benefits and all other
E1.7	spare driver costs,
E1.8	parking and maintenance facilities,
E1.9	administration staff and facilities,
E1.10	fuel component pegged at \$0.936 net of HST per litre for diesel fuel,
E1.11	GPS unit and data communications.
E1.12	deadhead,
E1.13	pre-trip inspection costs, and
E1.14	any other operating costs.
E2	Base Rate
E2.1	The Base Rate applies to all routes by vehicle type and is the agreed cost to operate the vehicle for one day for a minimum of 50 km.
E3	Variable Rate
E3.1	The Variable Rate will be used to compensate Proponents for vehicle usage in excess of the 50 km.
E4	Kilometres are based on first pick up to last pick up, then shortest distance to the School in the morning and shortest distance from the School to the first drop off and further to the last drop off in the afternoon. These kilometres are otherwise known as 'Ministry calculated kilometres'.
E5	Additional Information for Proponents Regarding the Rate Bid Form
E5.1	The Proponent is to propose a Base Rate and Variable Rate for the first (1st) year of the Agreement. The Proponent may propose a different Base Rate and Variable Rate for each vehicle size.
E5.2	All prices shall be stated to be exclusive of H.S.T. and in Canadian dollars.
E6	Proponents are to fill in the grey shaded areas.
E7	The Base Rates and Variable Rates will be compared across proponents.

	KMs included in Base Rate	Year 1	
		Base Rate	Variable Rate
Zone 1 - City of London - Full-Size	50		
Zone 1 - City of London – Mini-Size	80		
Zone 1 - City of London – PDPV's	80		

Monitor Rates:

For routes that require a Monitor for both the AM and PM portion of the route, the School will pay the Operator a flat rate of \$50 per day for each Monitor.

For routes that require a Monitor for only one portion of the route, either AM or PM, the School will pay the Operator a flat rate of \$25 per day for each Monitor.

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 are obligated to uphold the transportation Policies and Procedures set out by the TVDSB 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 School Council, will:

- Adhere to the transportation Policies and Procedures set out by the TVDSB.
- Provide training to dispatch and bus Drivers which is in keeping with the above, including outlining related procedures in the Driver manual.
- Use route information and run copy as approved by the School Council.
- Provide bus Drivers run copy and ensure that Drivers adhere to the schedule as it is provided.
- 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 School Council 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.

Audit bus Driver performance periodically or at the request of the School Council to ensure that the bus Driver is adhering to route performance as set out by

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 School Council 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 School Council with the signed Agreement. Any subsequent revision in the policy will be provided to the School Council.

Have a child check policy/procedure and provide it to School Council 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.

Shall assist in the organization, as well as participate, in the School Bus Orientation Day prior to start-up.

Provide to the School Council 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 School Council's incident reporting tool for late vehicles and accident/incident reporting.

Inform the School Council every Monday, before 12:00 noon, of all open routes affecting the School Council for that week. Additionally, the Operator is to provide a status report regarding the previous week on a format provided by the School Council. For the purpose of this Agreement, an open route is defined as any route without a permanent designated Driver for more than 5 consecutive days.

Process

The School Council 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 School 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 School, 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 School 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 route delays or cancellations will be made to the School and the website, in accordance with the TVDSB's Policies and Procedures.

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 routes. Drivers, if not assigned as spares, are assigned to a regular route.

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, 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 School, and the bus company's own internal policies.

FIRM NAME: _____

SIGNATURE: _____