



**RFP# 4280**  
**Transportation of Students**  
**Addendum #2**

**To:** All Proponents

**Date:** May 28, 2026

**From:** Nancy Rideout, Purchasing Manager  
Office: (902) 464-2000 ext. 2222  
Email: [hrcetenders@hrce.ca](mailto:hrcetenders@hrce.ca)

---

**The bid documents shall be amended, and new drawings and clauses added, and shall become part of the contract documents as follows:**

Capitalized terms used herein but not otherwise defined shall have the meanings prescribed pursuant to RFP# 4280 – Transportation of Students.

*Questions 1-15 are included in Addendum #1. This addendum continues with that numbering sequence.*

**Question 16: Are there age requirements or restrictions to vehicle type?**

**Response:** Refer to the Form of Agreement, Section 9.4. This section outlines the requirements around Vehicle Age. The service fleet must not have any vehicles older than ten (10) years from the date of manufacture.

**Question 17: In the rate table, there are two stars next to full-size vehicles, however it also lists smaller buses.**

**Response:** For this contract, the expectation is that no other vehicle types will be required. We have requested pricing for the other bus sizes, should they be needed during the contract.

**Question 18: Are monitors included in the base rate? There aren't any in the contract.**

**Response:** No, bus monitors are to be excluded from the base rate. If monitors are assigned to a bus under this contract, they will be subject to the separate rate identified in Table 6 of the RFP document.

**Question 19: Are there any wheelchair accessible big buses currently?**

**Response:** Our current routes do not have a requirement for a wheelchair accessible big bus. These rates are being requested, should they be needed at a future point during the contract.



**Question 20: How are the extension years priced?**

**Response:** This information is located in the Form of Agreement, Article III - Term, Section 3.2 Renewal Term. In the Renewal Term, an adjustment to the preceding year's Base Rate, Variable Rates, and any other rates set out in Schedule 4 – Rates, will be allowed based on the annual percent change in the Consumer Price Index during the immediately preceding calendar year.

**Further clarification around pricing extension years:**

Effective July 16, 2033, the Year 7 Rates shall be adjusted in an amount equal to the annual percent change in the Consumer Price Index between December 31, 2031 and December 31, 2032.

For greater certainty, there will be no adjustment to the Year 7 Rates if the Consumer Price Index is less than 0% between December 31, 2031, and December 31, 2032.

**Definition of CPI:**

“**Consumer Price Index**” or “**CPI**” means the consumer price index established by Statistics Canada for the Province of Nova Scotia (All Items), or any successor index or compilation which may be prepared by Statistics Canada or its successors in respect of the Province of Nova Scotia.

**Question 21: Section 12.4, the pricing in original RFP does not match presentation information including 180 minutes instead of 240 and 50 kilometres instead of 75.**

**Answer:** Kindly refer to Addendum #1. The correct information is 240 minutes and 75 kms.

**Question 22: Can changes and addenda be highlighted so that proponents are aware of specific changes without having to re-read the entire RFP?**

**Response:** All updates and changes are listed in the addenda. For greater clarity, if an update affects the Form of Agreement, a fully updated copy will be included in the Addendum.

**Question 23: It seems a lot of routes are well below the minimums, why the change in the current practice?**

**Response:** Each year the HRCE completes a review of routes to identify efficiencies. Part of that review is determining the average. Aligning routes around the average provides room for growth, provides flexibility, and improves the transportation experience for the students.

**Question 24: For the renewal, what's the rate for the extension?**

**Response:** Refer to the response to Question 20.



**Question 25: Can you please clarify the total time and distance?**

**Response:** In the morning, time and distance are calculated from when the first student is picked up until drop-off at the last school. In the afternoon, time and distance are calculated from pick-up at the first school to when the last student is dropped off. It should be noted that there would be no payment for deadhead time or distance.

**Question 26: Can driver behaviour cameras be placed in the bus, and if so, where?**

**Response:** Please contact the Nova Scotia Regulatory and Appeals Board, as they have specific regulations that would apply. This would be considered a separate requirement from the 3 cameras identified in the RFP. The HRCE must be notified in advance and must approve any additional equipment prior to it being placed on the bus.

Transportation related regulations and mandates for Nova Scotia can be found here:

<https://nserbt.ca/>

<https://nserbt.ca/nsrab/mandates/motor-carrier-public-passenger>

**Question 27: Is there a need to record conversations over dispatch radio system?**

**Response:** No, this is not required at this time.

**Question 28: What type of payment is accepted for the \$250,000 bid submission requirement.**

**Response:** Proposal Security information is located in the RFP under Section 2.2.3 a) Proposal Security. Sub-section 5) of this Section details the acceptable payment methods, which include a bid bond, certified cheque, money order, or bank draft. A scanned/digital copy of your proposal security must be submitted with the Technical Submission documents.

**Question 29: For tablets, are you looking for tablets that track students getting on or off the bus?**

**Response:** Currently tablets are an optional item, with the intent of assisting route mapping for the bus driver. Bidders are welcome to provide details on additional functions their tablets may provide.

**Question 30: Is Zonar the only form of GPS monitoring accepted?**

**Response:** The HRCE currently uses Zonar for GPS/Bus tracking. Zonar is preferred – but not required.

**Question 31: The cost of high visibility red lights may be significant per day.**

**Response:** The HRCE is aware that there will be an associated cost. Please include these costs in bid proposal where applicable.



**Question 32: We noticed that one of the routes is only 22 minutes long?**

**Response:** The Timing and length of run for individual routes will change over time depending on student registration and eligible riders. Routes are reviewed every year and may change between now and the start of the contract.

**Question 33: Is the performance bond necessary? Can we include in our proposal a reduction in cost if the performance bond is removed?**

**Response:** The performance bond is a mandatory requirement.

**Question 34: Is the insurance limit fixed?**

**Response:** The HRCE is further investigating the insurance requirements, updates will be posted in a future addendum.

**Question 35: Would there be consideration for deadhead distance to be covered in fuel consumption?**

**Response:** No. The HRCE covers a large area and does not determine where buses are parked. The current model provides for a controlled cost and ensures consistency across all bidders.

**Question 36: Is there any consideration given to parking on school property?**

**Response:** No, the HRCE does not authorize the parking of school buses on school property. There is a larger consideration than just the bus, ie - parking for the bus driver's and/or monitor's personal vehicle(s), insurance for operators' assets, the ability to clear parking lots in winter conditions, etc.

**Question 37: Can HRCE please explain the difference between the tablet function requirements list in the RFP document (Section C.5 – Additional Equipment) and the tablet requirement listed in Section 9.9 (d) of the agreement?**

**Response:** Tablets are an Optional Equipment if the service provider wishes to propose those and HRCE accepts the proposal. The requirements in 9.9(d) speaks to the ability for the bus GPS to integrate with a tablet (if equipped), the HRCE would also accept the option of the tablet working off of its own GPS outside of the bus's independent GPS system.

**Question 38: To clarify Section 1.7 – Affiliated Proponents, if a parent company has 2 subsidiaries (Subsidiary A and Subsidiary B), can both subsidiaries bid on the work independently and each be awarded routes up to 40% of the available routes, despite being owned by the same parent company, as long as employees are not shared between the two affiliates?**

**Response:** If a parent company has 2 subsidiaries both can bid on work independently and be awarded up to 40% of routes based on the packages. This RFP requires each affiliate to meet the facility and staffing requirements independently of any affiliated Proponent, and not share facilities, or common employees and/or management with another Proponent



**Form of Agreement Updates:**

- Clarification has been added regarding Consumer Price Index and pricing for optional years. Please refer to Article III, Section 3.2 – Renewal Term.
- Section 12.1 g). Schedule 99 has been corrected to read Schedule 9 – Elements for Monthly Route Calculations.
- The Nova Scotia Utility and Review Board has recently been renamed and is now the Nova Scotia Energy Board, a division under the Nova Scotia Regulatory and Appeals Board. The organization name has been updated in Section 12.4 (c)(i).
- Insurance – bidders are advised that the insurance requirements for this RFP are under review, updates will be posted in a future addendum.

**An updated Form of Agreement has been attached.**

**Additional clarification:**

The Nova Scotia Utility and Review Board and recently been renamed to the Nova Scotia Energy Board. More information can be found here: <https://nserbt.ca/>

Their Minimum Self-Service Pump Price for Zone 1 price can be found here:  
<https://nserbt.ca/nseb/mandates/gasoline-diesel-pricing/gasoline-diesel-prices-zone-map>

Transportation related regulations and mandates for Nova Scotia can be found here:  
<https://nserbt.ca/nsrab/mandates/motor-carrier-public-passenger>

***REMINDER!***

**The deadline for submitting questions is Friday - May 29, 2026.**

**End of Addendum #2 – RFP# 4280**

---

---

***PLEASE SIGN BELOW AND RETURN WITH BID DOCUMENTS:***

---

Signature

---

Organization Name

**EXECUTION VERSION**

**Updated May 28, 2026**

**This replaces all previous versions.**



**Halifax**

Regional Centre for Education

**STUDENT TRANSPORTATION SERVICES - BUSING AGREEMENT**

**by and between**

**HALIFAX REGIONAL CENTRE FOR EDUCATION**

**In respect of Student Transportation**

**- and -**

**The Successful Proponent**

**[Date]**

**CONFIDENTIAL**

## TABLE OF CONTENTS

<b>ARTICLE I INTERPRETATION .....</b>	<b>1</b>
1.1 Defined Terms .....	1
1.2 Articles, Sections and Headings .....	1
1.3 Number and Gender .....	2
1.4 Inclusion .....	2
1.5 Business Days.....	2
1.6 Computation of Time Periods.....	2
1.7 Time of Essence.....	2
1.8 Currency.....	2
1.9 Schedules.....	2
1.10 Priority .....	2
1.11 Statutes and Regulations .....	3
<b>ARTICLE II SCOPE OF SERVICES.....</b>	<b>3</b>
2.1 Services.....	3
2.2 Service Inclusions .....	3
2.3 Non-Exclusivity .....	3
<b>ARTICLE III TERM .....</b>	<b>3</b>
3.1 Initial Term .....	3
3.2 Renewal Term .....	4
<b>ARTICLE IV COMMUNICATION OF ROUTES AND SCHEDULES .....</b>	<b>4</b>
4.1 HRCE Responsibilities .....	4
4.2 Operator Responsibilities .....	5
<b>ARTICLE V OPERATOR.....</b>	<b>5</b>
5.1 Relationship Between the Parties .....	5
5.2 Operator's Right to Provide Services to Other Regional Centres.....	5
5.3 Operator Deemed to be in the Business of Carrying Passengers for Compensation .....	5
5.4 Operator Representations and Warranties .....	5
5.5 No Assignment or Subcontracting Without Consent and Change of Ownership.....	6
5.6 The Operator's Personnel and Responsibility.....	6
5.7 Compliance with Acts, Regulations, Statutes and Policies .....	7
5.8 Indemnification .....	8
5.9 Audit Rights .....	8
5.10 Evidence of Financial Ability.....	8
5.11 Obligation During Inclement Weather / Cold Weather Starts.....	9
5.12 Inadmissibility of Charter Runs .....	9
5.13 Driver Abstract and Commercial Carrier Fitness Rating .....	9
5.14 Criminal Background Checks for Employees.....	9
5.15 Implementation Plan Progress Reports .....	11
5.16 Completed Implementation Plan .....	11
5.17 Implementation Plan Audit .....	12
5.18 Start-Up Requirements .....	12

5.19	Extra-Curricular Transportation .....	13
5.20	Break / Resumption in Service .....	13
5.21	Idling Policy .....	13
5.22	Drug and Alcohol Policy .....	13
5.23	Child Check Policy .....	14
5.24	Winter Preventative Maintenance and Cold Start Policy .....	14
5.25	Bus Driver and Bus Monitor Recruitment and Retention .....	14
5.26	Internal Communication .....	14
5.27	Customer Service and Internal Performance Monitoring .....	14
5.28	Disaster Recovery Requirements .....	15
5.29	Safety Program .....	15
5.30	Confidentiality .....	15
5.31	FOIPOP .....	15
5.32	PIIDPA .....	15
<b>ARTICLE VI INSURANCE &amp; SURETY .....</b>		<b>16</b>
6.1	Evidence of Insurance .....	16
6.2	Insurance Coverage .....	16
6.3	Changes to Insurance by Insurer .....	17
6.4	Field Trips and Extra-Curricular Insurance Coverages .....	17
6.5	Evidence of Workers' Compensation Board of Nova Scotia Coverage .....	17
6.6	Surety Bonds .....	18
<b>ARTICLE VII ROUTE PARAMETERS .....</b>		<b>18</b>
7.1	Route Schedules and Alterations .....	18
7.2	Route Package Allocation and Limitations .....	18
7.3	Transporting Students .....	19
7.4	Route Distribution .....	19
7.5	Unauthorized Route Alterations / Modifications Without HRCE Consent .....	19
7.6	Pick-up and Drop-off Locations and Timing .....	19
7.7	Service Days .....	20
7.8	Route / Run Verification Rate .....	20
<b>ARTICLE VIII SERVICE PARAMETERS .....</b>		<b>20</b>
8.1	Bus Stops .....	20
8.2	Notification of Delays .....	20
8.3	Breakdown Response .....	21
8.4	Incident Response .....	21
8.5	Spare Driver and Spare Driver Ratio .....	21
8.6	Spare Monitor and Spare Monitor Ratio .....	22
8.7	Route Doubling .....	22
<b>ARTICLE IX VEHICLES .....</b>		<b>23</b>
9.1	Vehicle Provision .....	23
9.2	Licensing and Equipment .....	23
9.3	Passenger Loading Specifications .....	24
9.4	Vehicle Age .....	24
9.5	Mini-Vans .....	24

9.6	Car / Booster Seats .....	24
9.7	Vehicle Communications .....	25
9.8	School Bus Video Surveillance and Audio Recording System .....	25
9.9	GPS Integration for School Bus Fleet .....	25
9.10	Optional Equipment.....	26
9.11	Maintaining Daily Logs and Inspections.....	26
9.12	Mechanical Fitness Reports.....	26
9.13	Failure to Comply with Section 9.11 and/or Section 9.12 .....	26
9.14	Display of Route Numbers .....	27
9.15	Additional Vehicle Requirements .....	27
<b>ARTICLE X BUS DRIVERS AND BUS MONITORS .....</b>		<b>27</b>
10.1	General.....	27
10.2	Operator Staff Roster .....	27
10.3	Bus Driver and Bus Monitor Record Checks .....	28
10.4	Bus Driver Abstracts.....	28
10.5	Bus Driver and Bus Monitor Employment.....	28
10.6	Driver Training and Manuals .....	28
10.7	Driver, Monitor and Operator Actions in Event of Collisions or Incidents Involving School Buses .....	29
10.8	Bus Driver and Bus Monitor Actions.....	29
10.9	Student Incident Reporting.....	30
<b>ARTICLE XI ADMINISTRATION .....</b>		<b>30</b>
11.1	Operator's Contact Person.....	30
11.2	Communication with HRCE.....	30
11.3	Communication with Parents / Guardians.....	31
11.4	Route Survey.....	31
11.5	Student Safety Programs .....	31
11.6	Ownership of Data.....	31
<b>ARTICLE XII CONSIDERATION AND ACCOUNTING .....</b>		<b>32</b>
12.1	Payments & Basis for Payments.....	32
12.2	Total Daily Rate .....	32
12.3	Base Rate.....	33
12.4	Variable Rates .....	33
12.5	Bus Monitor Labour Rate .....	34
12.6	Wait Time Rate .....	34
12.7	Early Call-Out & Compensation .....	34
12.8	Delayed Start & Compensation.....	34
12.9	Bridge Tolls and Highway Tolls.....	35
12.10	Price Adjustment – Exceptional Circumstances.....	35
12.11	Price Adjustment – Material Regulatory or Governmental Changes .....	35
12.12	Additional Routes .....	35
<b>ARTICLE XIII STANDARDS OF PERFORMANCE .....</b>		<b>36</b>
13.1	Compliance with Standards of Performance.....	36
13.2	Compliance and Performance.....	36

13.3	Financial Penalties .....	36
13.4	Progressive Penalty Process .....	37
<b>ARTICLE XIV DEFAULT AND TERMINATION OF THE AGREEMENT.....</b>		<b>37</b>
14.1	Default .....	37
14.2	Termination of the Agreement .....	38
14.3	Cancellation or Alteration of Routes by HRCE with Notice .....	39
14.4	Service Days .....	40
14.5	Temporary Cancellation of Service by the HRCE .....	40
14.6	Cancellation of Service as a Result of Operator Labour Disputes.....	41
14.7	Termination Assistance .....	41
14.8	Effect of Termination.....	42
14.9	Critical Disruption .....	42
<b>ARTICLE XV MISCELLANEOUS .....</b>		<b>42</b>
15.1	Timing and Delivery of Notices.....	42
15.2	Survival.....	43
15.3	Rights Cumulative .....	43
15.4	Transition Out.....	43
15.5	Amendments to the Agreement.....	43
15.6	Successors and Permitted Assigns.....	43
15.7	No Waiver.....	43
15.8	Administration Provisions for the HRCE .....	44
15.9	Dispute Resolution .....	44
15.10	Disputed Amounts .....	45
15.11	Counterparts.....	45
15.12	Expenses.....	45
15.13	Drafting of Agreement .....	45
15.14	Severability.....	45
15.15	Governing Law and Venue.....	45

**LIST OF SCHEDULES**

**SCHEDULE 1 DEFINITIONS**

**SCHEDULE 2 BUS DRIVER / BUS MONITOR SAFETY TRAINING PROGRAM**

**SCHEDULE 3 CONTRACT MANAGEMENT**

**SCHEDULE 4 RATES**

**SCHEDULE 5 POLICIES AND PROCEDURES**

**SCHEDULE 6 ANNUAL EMPLOYEE/CONTRACTOR CONFIDENTIALITY**

**SCHEDULE 7 OFFENCE DECLARATION**

**SCHEDULE 8 RFP #4280**

**SCHEDULE 9 ELEMENTS FOR MONTHLY ROUTE CALCULATIONS**

**THIS AGREEMENT** is made as of the [x] day of [x], 2026 (the “**Effective Date**”)

**BETWEEN:**

**HALIFAX REGIONAL CENTRE FOR EDUCATION**, having a principal office at  
33 Spectacle Lake Drive, Dartmouth, Nova Scotia B3B 1X7 (the “**HRCE**”)

-and-

**[COMPANY NAME]** having a principal office at [x] (the “**Operator**”)

**RECITALS:**

- A. In response to the **RFP #4280 – Student Transportation Services**”, that closed on **[Date]**, as supplemented and amended from time to time, and as attached hereto as Schedule 8 (“**RFP #4280**”), the Operator submitted to the HRCE a proposal (the “**Operator Proposal**”), and represented to the HRCE that it has the expertise, personnel, equipment, services and skills required to meet the requirements of the HRCE as set forth in RFP #4280.
- B. In reliance on representations made by Operator in the Operator Proposal and subsequent discussions, the HRCE selected the Operator over other prospective proponents to provide the HRCE with the Services (as defined herein) with respect to Route Package(s) #[x] as set out in **RFP #4280**.
- C. The HRCE and the Operator want to formalize the terms and conditions herein under which the Operator will provide the Services to the HRCE.

**NOW, THEREFORE**, in consideration of the representations, warranties, promises and covenants contained herein, and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Parties, intending to be legally bound, hereby agree as follows:

**ARTICLE I  
INTERPRETATION**

**1.1 Defined Terms**

Unless the context otherwise requires or unless otherwise defined in the particular Section or Schedule, all initially capitalized terms used in this Agreement (including the recitals hereto) will be interpreted in accordance with the definitions provided in Schedule 1 - Definitions.

**1.2 Articles, Sections and Headings**

The division of this Agreement into Articles, Sections, subsections, paragraphs and Schedules, and the insertion of headings and an index are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The Schedules attached hereto and the documents attached thereto form part of this Agreement. Unless otherwise specified herein, any reference herein to an Article, Section, subsection, paragraph or Schedule refers to the specified Article, Section, subsection or paragraph of; or Schedule to; this Agreement. In this Agreement, the terms “this Agreement”, “hereof”, “herein”, “hereunder” and similar expressions refer to this Agreement and not to any particular part, Article, Section, subsection, paragraph or other provision hereof.

### **1.3 Number and Gender**

In this Agreement, words importing the singular shall include the plural and vice versa and words importing one gender shall include all genders, unless the context otherwise requires.

### **1.4 Inclusion**

Where the word “include”, “includes” or “including” is used in this Agreement, it means “include”, “includes” or “including”, in each case, “without limitation”.

### **1.5 Business Days**

Any reference herein to “days”, that does not refer to Business Days, is a reference to calendar days. Unless otherwise specified herein, whenever any payment to be made or action to be taken hereunder is required to be made or taken on a day other than a Business Day, such payment shall be made or action taken on the next following Business Day.

### **1.6 Computation of Time Periods**

Unless otherwise specified herein, in the computation of a period of time from a specified date to a later date, the word “from” means “from and including” and the words “to” and “until” mean “to but excluding”. Unless otherwise specified herein, all references to any time of day shall refer to the time of day in Halifax, Nova Scotia.

### **1.7 Time of Essence**

Time shall be of the essence in this Agreement.

### **1.8 Currency**

Unless otherwise specified, all dollar amounts referred to herein are expressed in Canadian dollars and exclusive of applicable taxes.

### **1.9 Schedules**

The following Schedules are attached to and form an integral part of this Agreement:

- Schedule 1 Definitions
- Schedule 2 Bus Driver / Bus Monitor Safety Training Program
- Schedule 3 Contract Management
- Schedule 4 Rates
- Schedule 5 Policies and Procedures
- Schedule 6 Annual Employee/Contractor Confidentiality
- Schedule 7 Offence Declaration
- Schedule 8 RFP #4280
- Schedule 9 Elements for Monthly Route Calculations

### **1.10 Priority**

If there is any apparent conflict or inconsistency between the provisions set forth in this Agreement and the provisions set forth in any Schedules, RFP #4280, any certifications provided by the Operator in response to RFP #4280 or the Operator Proposal, the document order of priority shall be as follows:

- (a) This Agreement;
- (b) any Schedule attached to this Agreement;
- (c) RFP #4280;
- (d) the certifications provided by the Operator in response to RFP #4280;
- (e) the Operator Proposal, excluding the Fee Submission (including any schedules, appendices or exhibits attached to such Operator Proposal).

### **1.11 Statutes and Regulations**

Any reference in this Agreement to all or any part of any statute, regulation, by-law or other legislative enactment shall, unless otherwise expressly stated, be a reference to that statute, regulation, by-law or legislative enactment or relevant part thereof as amended, substituted, replaced or re-enacted from time to time.

## **ARTICLE II SCOPE OF SERVICES**

### **2.1 Services**

Operator shall perform for and provide to HRCE all of the roles, obligations, functions and services provided for in this Agreement (including any Schedules), certifications provided by the Operator in response to RFP #4280, the Operator Proposal (excluding the Fee Submission) and RFP #4280, as such services may evolve or be supplemented, enhanced, modified or replaced from time to time in accordance with the terms of this Agreement (collectively, the “**Services**”).

### **2.2 Service Inclusions**

If any services, functions, responsibilities or tasks not specifically described in this Agreement (including any Schedules), certifications provided by the Operator in response to RFP #4280, the Operator Proposal and RFP #4280, are required for the proper performance of any of the Services and are inherent in or incidental to the performance of, or are usually performed by experienced and competent service providers / operators as part of, services comparable to the Services, such additional services, functions, responsibilities and tasks shall be deemed to be implied by and included within the scope of the Services to the same extent and in the same manner as if specifically described in this Agreement.

### **2.3 Non-Exclusivity**

The HRCE is not precluded by this Agreement from obtaining services from any other provider that may be similar or identical to the Services and may also obtain services that are outside the scope of the Services from either Operator or any other provider / operator.

## **ARTICLE III TERM**

### **3.1 Initial Term**

This Agreement shall commence on the Effective Date and, unless extended as provided in Section 3.2, or terminated earlier in accordance with the terms of this Agreement, and except for the terms that are expressed to survive pursuant to 15.2, continue for an initial term ending at 11:59 pm, Halifax time on July 15, 2033 (the “**Initial Term**”).

### **3.2 Renewal Term**

The HRCE shall have right in its sole and absolute discretion, to extend the Initial Term with respect to the Service for two (2) renewal periods of twenty-four (24) months, the first commencing on July 16, 2033, and the second, if HRCE so elects, commencing on July 16, 2035 (each a “**Renewal Term**” and, together with the Initial Term, the “**Term**”), by providing written notice in accordance with the terms of Section 15.1 to the Operator of the HRCE’s desire to extend this Agreement for the Renewal Term no later than ninety (90) days prior to the end of the Initial Term, and in the case of the second Renewal Term, no later than ninety (90) days prior to the end of the first Renewal Term. The Operator shall then have fourteen (14) days to provide written notice in accordance with the terms of Section 15.1 to the HRCE of the Operator’s desire to renew or decline the opportunity to continue to provide the Services to the HRCE for the Renewal Term offered.

Should the Renewal Term be declined by the Operator, the Agreement will terminate at 11:59 pm, Halifax time on the last day of the Initial Term, or first Renewal Term, as applicable. Should the Operator renew for a Renewal Period, at the HRCE’s request, the Parties shall meet within thirty (30) calendar days of Operator’s receipt of the HRCE’s notice to proceed with a Renewal Term to negotiate modifications to the terms of this Agreement. If such negotiations are not requested or if the negotiations do not result in an agreement on different terms, the then-existing terms and conditions of this Agreement shall remain unchanged and in full force and effect during the Renewal Term.

In the Renewal Term, an adjustment to the preceding year’s Base Rate, Variable Rates and any other rates set out in Schedule 4 – Rates, will be allowed based on the annual percent change in the Consumer Price Index during the immediately preceding calendar year.

Effective as of July 16, 2033, the Year 7 Rates shall be adjusted in an amount equal to the annual percent change in the Consumer Price Index between December 31, 2031 and December 31, 2032.

For greater certainty, there will be no adjustment to the Year 7 Rates if the Consumer Price Index is less than 0% between December 31, 2031, and December 31, 2032.

“**Consumer Price Index**” means the consumer price index established by Statistics Canada for the province of Nova Scotia (All Items), or any successor index or compilation which may be prepared by Statistics Canada or its successors in respect of the Province of Nova Scotia.

## **ARTICLE IV COMMUNICATION OF ROUTES AND SCHEDULES**

### **4.1 HRCE Responsibilities**

The HRCE shall determine and designate Route design, locations and times for picking up and dropping off Students, destinations, Student loads, Student Bus Stop lists, and Student information. Changes in Route design and/or locations for picking up and dropping off Students shall be determined and communicated in the online Student Transportation Management Suite by the HRCE to all necessary Parties. The HRCE will provide anticipated Routes for the next school year by July 15 of each year by way of the online Student Transportation Management Suite. Notwithstanding the publication of the anticipated Routes, changes / alterations and/or deletions of said Routes will be communicated by way of the online Student Transportation Management Suite and it is incumbent upon the Operator to review the online Student Transportation Management Suite daily. Any such communication and/or information posted on the online Student Transportation Management Suite shall be deemed as Notice given.

## **4.2 Operator Responsibilities**

- (a) The Operator shall, during the Term, provide Services in accordance with Route documentation provided by the HRCE, which shall specify:
  - (i) the Route(s) for which the Services are to be provided subject to any amendments and/or updates by the HRCE as required;
  - (ii) the minimum size of vehicle to be used on each Route;
  - (iii) a Route schedule identifying Students who are eligible to ride the bus;
  - (iv) Students who have a medical protocol and/or Student travel plan which includes equipment; and
  - (v) the specified times for picking up and dropping off Students.
- (b) The Operator shall, during the Term, review the online Student Transportation Management Suite daily for Route updates and ensure any changes are implemented as of the effective date provided therein.
- (c) The Operator shall be deemed to have been given Notice of any updates to Route schedules when the information is posted by the HRCE on the online Student Transportation Management Suite.

## **ARTICLE V OPERATOR**

### **5.1 Relationship Between the Parties**

Neither Party (nor any employee, subcontractor or agent thereof) shall be deemed or otherwise considered a representative, agent, employee, partner or joint venturer of the other. For clarity, for the purposes of this Agreement, the Operator shall be deemed in all respects to be an independent contractor, and in no event, shall it be deemed to be an employee or agent of the HRCE. Further, neither Party (nor any employee, subcontractor or agent thereof) shall have the authority to enter into any Contract, nor to assume any liability, on behalf of the other Party, nor to bind or commit the other Party in any manner, except as expressly provided in this Agreement.

### **5.2 Operator's Right to Provide Services to Other Regional Centres**

Notwithstanding anything else to the contrary contained herein, the Operator shall be permitted to provide Services to any other Regional Centre, provided that the provision of services to any or all of the other Regional Centres does not otherwise impair, or detrimentally affect, the provision of the Operator's Services under this Agreement, as determined by the HRCE, acting reasonably.

### **5.3 Operator Deemed to be in the Business of Carrying Passengers for Compensation**

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

### **5.4 Operator Representations and Warranties**

The Operator represents and warrants to the HRCE that:

- (a) During Term, the Operator shall make a representative available to attend any third-party transportation committee meetings requested by the HRCE.
- (b) No person, firm or corporation, other than the Operator (and its direct and indirect shareholders) operating in accordance with all of the terms and conditions of this Agreement and with the written approval and consent of the HRCE, has any interest in this Agreement.
- (c) No member, officer or employee of the HRCE, except those that are expressly declared as interested and approved in writing by the HRCE, is, will be, or has become interested, directly or indirectly, as a contracting Party, partner, stockholder/shareholder (except via ownership through mutual funds or similar publicly traded instruments), broker, surety or otherwise, in the performance of the Agreement, the supply of Services, work or business in connection with the Agreement, in any portion of the profits thereof, or in any of the monies to be derived therefrom.
- (d) The Operator Proposal or price quotation submitted by the Operator, relating to this Agreement, was in all respects fair and absent of collusion or fraud.

#### **5.5 No Assignment or Subcontracting Without Consent and Change of Ownership**

- (a) 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 HRCE, which consent may be arbitrarily withheld.
- (b) The Operator agrees that the persons owning a majority of the outstanding voting shares of the Operator shall not without the prior written consent of the HRCE, 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. Notwithstanding the foregoing, the Operator may assign this Agreement to another corporation that is wholly-owned by, or that is under common ownership with, the Operator, and shares of the Operator may be transferred to a corporation or other entity that is under common ownership with the Operator, on the condition that, in advance of such assignment/transfer/reorganization, HRCE receives an assignment and assumption agreement duly executed by the successor/assignee, whereby the successor/assignee agrees to assume all of the roles, responsibilities and obligations of the Operator under this Agreement. Any assignment in contravention of this Section 5.5(b) (i.e. without the signed assignment and assumption agreement) shall be null and void ab initio. Notwithstanding the foregoing, should the Operator assign/transfer this Agreement to a third party in any way, the Operator shall remain liable for the performance of the assigned or delegated obligations hereunder.
- (c) Failure to obtain the HRCE's consent in writing prior to the sale or assignment of this Agreement to a new owner, will render the Agreement null and void at the HRCE's sole discretion, if the change(s) in ownership is/are unacceptable to the HRCE due to items such as but not limited to ability to perform well, Route limitation, financial wherewithal and absence of pending or threatened litigation with the HRCE.

#### **5.6 The Operator's Personnel and Responsibility**

- (a) The Operator shall appoint an individual, as agreed to by the Operator, who shall be authorized to act as a primary point of contact with the HRCE, and who shall be responsible for the efficient operation of the Services (the "**Operator Account Manager**"). All requests for consents or approvals required from the Operator shall be made through the Operator Account Manager.

- (b) The Operator shall be responsible for obtaining all licenses, authorizations and permits under applicable law and regulations, in order to perform the Services. The Operator shall have the financial responsibility for all fees and taxes associated with such licenses and permits as are required by the Operator generally to carry on its business.
- (c) The Operator shall identify the impact of amendments to applicable laws and regulations on its ability to deliver the Services and shall promptly notify the HRCE of any such impact and shall work with the HRCE to identify the impact of the amendments on how the HRCE receives the Services. The Operator shall promptly make any resulting modifications to the Services as necessary upon amendments to applicable laws and regulations.
- (d) The Operator shall be responsible for any fines or penalties imposed on either the HRCE or the Operator arising from the non-compliance by the Operator, or its agents, with laws respecting the delivery of the Services.
- (e) The Operator shall ensure each Bus Driver:
  - (i) supervises the loading and unloading of each school bus at each pick-up and drop-off location in accordance with applicable law and industry standards;
  - (ii) is knowledgeable of all applicable laws, rules and regulations affecting the operation of school buses and standards of conduct;
  - (iii) complies with all federal, provincial and local traffic laws while providing Services; and
  - (iv) carries appropriate identification, licenses, and permits while providing Services.
- (f) The Operator shall ensure each Bus Monitor:
  - (i) monitors the health and safety of the Students;
  - (ii) supervises and assists the Students getting on and off the school bus and during school bus trips to ensure the security of the Students in their seats or wheelchairs; and
  - (iii) carries appropriate identification while providing Services.
- (g) The Operator shall ensure that, in the event it accepts a Special Needs Route pursuant to Section 12.12, each Special Needs Route will have a Bus Monitor.

## **5.7 Compliance with Acts, Regulations, Statutes and Policies**

- (a) Operator Responsibilities
  - (i) at all times that the Operator is providing Services under this Agreement, the Operator shall comply with the list of acts and regulations, provincial and federal statutes set out by the Department of Public Works, D250 Standards, Transport Canada, Federal and Provincial Government relating to operating a business in Nova Scotia and safe transportation of Students; and
  - (ii) the Operator will comply with all aspects of HRCE policy and procedures including compliance with and ensuring the Bus Driver and Bus Monitor complies with the HRCE's published policies and related procedures. Policies and procedures are available through the HRCE's website.

- (b) HRCE Responsibilities
  - (i) Any changes, additions or deletions to HRCE’s published policies and procedures for Student transportation during the term of this Agreement will be disclosed to the Operator by way of email before the start of each school year, which shall be deemed as Notice given; and
  - (ii) HRCE will comply with applicable law related to privacy and student safety, including the safe transportation of students, and will comply with the HRCE’s published policies and related procedures.

## **5.8 Indemnification**

- (a) The Operator, for itself, its heirs, executors, administrators, successors and assigns, shall indemnify and hold harmless the HRCE, their respective directors, officers, employees, successors and assigns, (hereinafter collectively referred to as the “**Indemnified Parties**”) from any and all manner 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 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, its affiliates, employees, agents, subcontractors or by those for whom the Operator is otherwise 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 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 schedule as provided by the HRCE. The provisions of this Article are limited to the acts and omissions of the Operator, its affiliates, employees, agents, subcontractors or by those for whom the Operator is otherwise at law responsible, and is not intended to apply to the negligence of the HRCE.
- (b) To the extent permitted by law, HRCE shall hold the Operator, its officers, employees, agents, successors and assigns harmless from and against every claim or demand arising out of or incurred in connection with this Agreement arising from or caused by any act of neglect, default or omission of HRCE, its employees or agents, except to the extent that such claim or demand arises from or is caused by the neglect, Default or omission of the Operator, its agents, employees, affiliates subcontractors or by those for whom the Operator is otherwise at law responsible.

## **5.9 Audit Rights**

The HRCE reserves the right to appoint staff and/or an independent organization to perform a vehicle / driver safety audit, or administrative process audit at any time during the Term. The Operator shall, on reasonable notice, make such books, records and accounts readily available to the HRCE / auditor for the audit (see Schedule 3 – Contract Management, for an unexhaustive list of the items that the HRCE may audit during the Term).

## **5.10 Evidence of Financial Ability**

The Operator shall, if requested by the HRCE during the Term, and on thirty (30) calendar days written Notice, provide such evidence as is reasonably acceptable to the HRCE, of its financial ability to satisfactorily carry out this Agreement for the duration of the term hereof. Evidence that is reasonably acceptable includes one or more of:

- (a) audited, or if not available, unaudited third Party reviewed 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 (2) years preceding; and/or

- (b) cash flow analysis for the current year including the operation of this Agreement, prepared or submitted by a licensed Public Accountant, and/or;
- (c) reference letters, from Canadian financial institutions providing banking or credit facilities to the Operator, indicating the current sound financial status of the Operator.

#### **5.11 Obligation During Inclement Weather / Cold Weather Starts**

For every Service Day, the Operator shall regularly monitor the weather forecast, conditions, and temperature, in order to be prepared for Inclement Weather Days. In the event of an Inclement Weather Day:

- (a) the Operator shall perform an early morning road check (to be completed before 5:00 A.M.) based on their assigned / designated area as determined by the HRCE and integrate with the HRCE operations team in accordance with the HRCE's "inclement weather guidelines";
- (b) the Operator will ensure a sufficient number of back-up staff are available in the event that regular staff are unavailable; and
- (c) The Operator shall maintain a written policy outlining its process for determining safe winter driving conditions along with its process for managing Bus Driver work refusals in cases of inclement weather and provide a copy to the HRCE prior to the commencement of Services, and again upon any updates or revisions being made to the policy.

#### **5.12 Inadmissibility of Charter Runs**

The Operator covenants that during the Term it shall 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 HRCE.

#### **5.13 Driver Abstract and Commercial Carrier Fitness Rating**

- (a) The Operator will make available to the HRCE an up-to-date Driver Abstract for any Bus Driver at any time upon request of the HRCE.
- (b) The Operator will make available to the HRCE proof of license for Commercial Vehicle Operation in accordance with the *Motor Carrier Act*. The Operator shall provide notice in writing to the HRCE of any change in status to its Commercial Carrier Safety Fitness Rating within five (5) Business Days of being informed of the change.

#### **5.14 Criminal Background Checks for Employees**

- (a) The Operator covenants and agrees that it will not engage any Bus 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 Bus 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 HRCE. For the purposes of this Agreement, the HRCE 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.

- (b) 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 of Canada, the *Controlled Drugs and Substances 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 Royal Canadian Mounted Police (RCMP) at the Canadian Police Information Centre (collectively referred to as “Criminal Background Check” and “Vulnerable Persons Search”), together with an Offence Declaration, as set forth in Schedule 7 – Offence Declaration (or other HRCE approved form) (each, an “**Offence Declaration**”) for every Bus Driver or other employee of the Operator 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 each year thereafter with respect to Offence Declarations. The Operator will ensure Criminal Background Checks with Vulnerable Persons Search, as described above, will be conducted at a minimum of every five (5) years for all employees identified above. Offence Declarations will be completed on years where a Criminal Background Check with Vulnerable Persons Search are not conducted. Updated and most current records will be retained on file at the Operator’s branch or head office.
- (c) The Operator covenants and agrees to retain on file at its head office a Child Abuse Registry (CAR) Search for every Bus Driver and Bus Monitor, 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 1 each year thereafter. The Operator will ensure that a Child Abuse Registry Search will be conducted at a minimum of every five (5) years for all employees identified above. Updated and most current records will be retained on file at the Operator’s branch or head office.
- (d) The Operator agrees to indemnify and save harmless the HRCE and their respective directors, officers, and employees, from all claims, liabilities, expenses and penalties to which they may be subjected on account of: the Operator engaging a Bus Driver or other employee in contravention of this Agreement above; or the Operator’s failure to retain a Criminal Background Check with Vulnerable Persons Search 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 Bus Driver or other employee in contravention of this Agreement, or fails to retain a Criminal Background Check with Vulnerable Persons Search and an Offence Declaration for any Bus 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 1 each year thereafter with respect to Offence Declarations, then the HRCE will have the right to immediately terminate this Agreement, without notice and without cost or penalty, and without prejudice to any other rights which it may have in this Agreement, in law or in equity.
- (e) The HRCE 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 with Vulnerable Persons Search, Child Abuse Registry Search Results, and Offence Declarations. The Parties acknowledge and agree that it is contemplated that the HRCE will attend to such reviews at least twice per annum during the term, and any renewal thereof.
- (f) In the event that any of the Criminal Background Check with Vulnerable Persons Search, Child Abuse Registry Search, or an Offence Declaration reveals a charge or a criminal conviction which is not acceptable to the HRCE in the circumstances and in its sole and unfettered discretion, then the HRCE will have the right to request that the Operator prohibit the Bus Driver or other employee of the Operator from providing Services to the HRCE

hereunder. Upon such request, the Operator will forthwith effect such removal from service to the HRCE, without prejudice to any other rights which the HRCE may have in this Agreement, in law or in equity.

- (g) In the event that the Operator does use or permit any such Bus Driver or other employee to provide any of the Services as identified in this Agreement, the HRCE may, in its sole and absolute discretion, immediately terminate this Agreement, without notice and without cost or penalty, and may charge back to the Operator any costs associated with obtaining replacement Services for the remaining portion of the term of this Agreement and any renewal thereof.

### 5.15 Implementation Plan Progress Reports

Pursuant to RFP #4280, the Operator submitted an implementation plan describing the milestones in which it would achieve compliance with the terms and conditions of this Agreement and become operationally ready to perform the Services prior to July 15, 2027 (the “**Implementation Plan**”).

Prior to each of:           March 1, 2027;  
                                  April 15, 2027;  
                                  May 30, 2027; and  
                                  July 15, 2027.

and at any time on ten (10) calendar days’ notice following a request from the HRCE, the Operator will furnish a report outlining its progress in completing the Implementation Plan (each a “**Progress Report**”). Should the HRCE request any additional details the Operator will provide such details within five (5) business days of such request being made.

### 5.16 Completed Implementation Plan

With the exception of the requirements set out in Section 5.16(e), **the Operator must have completed all aspects of its Implementation Plan by July 15, 2027**, and be operationally ready to perform the Services. Without limitation this must include:

- (a) All assets required to perform the Services being present in the Halifax Regional Municipality and available for operation by July 15, 2027, with the exception of vehicles which are to be implemented in accordance with the requirements set out in Section 5.16(e). For greater certainty, this includes, without limitation, facilities, dispatch services, mechanical services, and applicable resources (including full staffing of Bus Drivers and Bus Monitors);
- (b) Fully operational transportation depot and primary office location;
- (c) Full staffing of all employees including Bus Drivers, Bus Monitors, mechanics, dispatchers, office staff, managers, and any other staff described in the Operator Proposal or necessary to perform the Services;
- (d) Completed training programs for all staff, including all training specific to the Student Transportation Services; and
- (e) All vehicles required to perform the Services, in accordance with the details contained in each Progress Report, being present in the Halifax Regional Municipality and fully compliant with the terms of the Agreement and ready to perform Services, by August 15, 2027.

### **5.17 Implementation Plan Audit**

- (a) To ensure preparedness for, and facilitate a successful implementation of, this Agreement, the Operator further acknowledges that at any time following the Effective Date, and prior to the beginning of the Services, the HRCE may audit the Operator's operational readiness to perform the Services. As part of such audit, the Operator will provide any information reasonably requested by the HRCE in connection with assessing operational readiness. The Operator shall demonstrate to the HRCE by no later than July 15, 2027, its general readiness to Service all Routes assigned to it in accordance with the terms and conditions of this Agreement, to the satisfaction of the HRCE, in its sole discretion.
- (b) The Operator's failure to provide a sufficient Progress Report in accordance with Section 5.15, or demonstrate its operational readiness in accordance with Section 5.17(a) will constitute a Default, in which case the HRCE shall have the right to reassign any portion of the Routes then assigned to the Operator to a third party in accordance with Section 14.1.

### **5.18 Start-Up Requirements**

- (a) The Operator shall ensure that Bus Drivers are familiar prior to school start-up with the relevant sections of this Agreement.
- (b) To ensure preparedness for and facilitate a successful school start-up, the Operator further acknowledges that each year during the Term, no less than fifteen (15) Business Days prior to the first scheduled Service Day, the HRCE reserves the right to audit the Operator's readiness with respect to the upcoming school transportation year. The Operator shall demonstrate to the HRCE by no later than the aforementioned timeframe its general readiness for all Routes assigned to such Operator, to the satisfaction of the HRCE, and failing which, the HRCE retains the right to reassign any portion of the Routes to a third Party, at the HRCE's sole discretion upon written notice to the Operator. The Operator shall demonstrate readiness, without limitation, as defined in Schedule 3 – Contract Management, noting this list is not exhaustive and may be amended from time to time at the sole discretion of the HRCE. Updates to Routes will be posted to the online Student Transportation Management Suite which shall be deemed to be notice given.
- (c) To facilitate a successful school start-up, the HRCE values the feedback and observations from the Operator on planned Routes. Once the Routes are released to the Operator by July 15<sup>th</sup> of each year, the Operator must review each Route schedule and communicate to the HRCE any safety or timing issues. The Operator Account Manager must sign off that each Route has been thoroughly reviewed and that Trials have been completed.
- (d) Trials must be completed to collect "on the ground" feedback. The Operator shall ensure that all Bus Drivers perform Trials of their Route(s) and provide feedback one week before the first day of school each year for the Term at no cost to the HRCE. The Operator shall report any timing issues or routing suggestions to the HRCE.
- (e) Spare Bus Drivers must also be required to become familiar with Routes and service area.
- (f) Immediately upon the completion of the analysis of the Trials, all issues or concerns must be reported to the HRCE. The HRCE will provide the Route changes through the online Student Transportation Management Suite as they are updated. Each Trial must be signed off as completed by the Operator Account Manager in the format required by the HRCE.

- (g) Prior to school start-up each year, the Operator must test its video and audio surveillance system, GPS system, and tablets to ensure the systems and each individual unit are fully functional and assigned to the correct Route.

#### **5.19 Extra-Curricular Transportation**

- (a) The Operator shall supply and maintain such number of school buses and personnel as are reasonably required to fulfill HRCE's needs for Extra-Curricular Transportation.
- (b) The Operator shall perform all Extra-Curricular Transportation in accordance with the terms, conditions, requirements, and standards set forth in this Agreement.
- (c) The Operator acknowledges and agrees that it is important to the individual schools utilizing Extra-Curricular Transportation that pricing is uniform amongst service providers. The Operator therefore covenants and agrees to perform all Extra-Curricular Transportation for the rates set forth in **Schedule 4**.
- (d) The HRCE will assign Extra-Curricular Transportation in its sole discretion. Should the HRCE offer an opportunity to perform Extra-Curricular Transportation to the Operator it may initially decline the opportunity, in which case HRCE shall offer the opportunity to another service provider. In the event that each of HRCE's service providers have declined to provide the Extra-Curricular Transportation, the HRCE will assign such Extra-Curricular Transportation assignment to one of its service providers using a randomized selection process and such provider will be required to complete the Extra-Curricular Transportation in accordance with the terms and conditions of this Section 5.19.
- (e) The Operator acknowledges that at the time this Agreement is being entered the HRCE is in the process of reviewing its long-term strategy for the provision of Extra-Curricular Transportation. The Operator agrees that at any time during the Term the HRCE may remove Extra-Curricular Transportation from the scope of Services to be provided pursuant to this Agreement without liability, or compensation to the Operator.

#### **5.20 Break / Resumption in Service**

The Operator shall provide on-time Service after each break in Service (i.e. December break, March break, summer break, and weekends) by ensuring all vehicles (including park outs) are mechanically ready and the required number of Bus Drivers will be available when Service resumes.

#### **5.21 Idling Policy**

The Operator must have a written anti-idling policy. The policy must include prohibiting any idling on school property with the exception of loading and unloading of wheelchairs. Furthermore, the Operator must inform all Bus Drivers of this policy and shall monitor to ensure compliance.

#### **5.22 Drug and Alcohol Policy**

The Operator must have a detailed drug and alcohol policy that complies with applicable laws and shall at all times remain fully responsible for its Bus Drivers and Bus Monitors compliance with such policy and the laws applicable to the operation of a motor vehicle. The policy must include a written process for the Operator to address allegations and/or suspected noncompliance. The Operator will provide to the HRCE, upon request, a copy of this policy. Any subsequent revision of the policy will be provided to the HRCE.

### **5.23 Child Check Policy**

The Operator must have a written policy outlining the procedure for Bus Drivers to conduct an electronic child check process, and such policy shall also outline the procedure for conducting a manual child check process in the event it is necessary.

### **5.24 Winter Preventative Maintenance and Cold Start Policy**

- (a) The Operator must have a winter preventative maintenance schedule for the Service Fleet. The preventative maintenance schedule must include fuel conditioning adjustments, solutions to address frozen locks and sufficient battery capacity during cold weather conditions to ensure on-time Service delivery.
- (b) The Operator must have a written "Cold Start Policy / Procedure" which outlines temperature threshold(s) and includes the obligations in Section 5.11 (obligations on inclement weather).

### **5.25 Bus Driver and Bus Monitor Recruitment and Retention**

The Operator acknowledges that challenges have been reported in recruiting and maintaining Bus Drivers and Bus Monitors in the current labour market, and that it must have a robust Bus Driver and Bus Monitor recruitment and retention strategy to ensure on-time Service delivery throughout the Term. This may require affirmative steps such as Bus Driver and Bus Monitor job fairs, media advertisement, open houses, benefit packages, employee appreciation initiatives, compensation for Deadhead (travel time to first pick-up / from last drop-off), Bus Driver and Bus Monitor workshops, and any other strategies that the Operator considers to be effective. The Operator acknowledges and agrees that a failure to have the required staffing of Bus Drivers and Bus Monitors under this Agreement is not excused by the Operator having undertaken recruiting efforts in accordance with this Section 5.25.

### **5.26 Internal Communication**

- (a) The Operator must have a dispatcher on duty prior to morning Routes to ensure on-time Route coverage. Additionally, the Operator must have a dispatcher on duty in the afternoon until all Routes are clear.
- (b) The Operator must maintain a 24-hour communication method for Bus Drivers and Bus Monitors to report absences and other emergency situations.
- (c) The Operator must have a process and resources in place to ensure on-time Service delivery should a regular Bus Driver or Bus Monitor be unable to work. This process must include a daily Bus Driver and Bus Monitor check in method both morning and afternoon. It is expected that the Operator will have appropriate support during peak times and times of inclement weather.
- (d) The Operator must have a process in place for the Bus Driver to report Route feedback.
- (e) The Operator shall maintain a 24-hour telephone answering system and email to receive transportation information from the HRCE and stakeholders.

### **5.27 Customer Service and Internal Performance Monitoring**

The Operator must measure and identify operational successes and deficiencies. In addition, the Operator must have a process in place to address identified deficiencies. At a minimum, the Operator must develop key performance indicators on collisions, incidents, on-time performance and Bus Driver and Bus Monitor turnover. On or before the last day of November, February, and May, and again with ten (10) days of a

request being made by the HRCE during the Term, the Operator will provide a copy of its reports on the key performance indicators.

### **5.28 Disaster Recovery Requirements**

The Operator must ensure they have a business continuity plan in place to minimize the Service disruption in the event of a disaster. This shall include a back-up of Bus Driver and Bus Monitor files, collision and incident reports and Route schedules. Upon request, the Operator agrees to share this plan with the HRCE.

### **5.29 Safety Program**

Upon written request, the Operator shall make available to the HRCE a complete copy of its current safety program. The HRCE shall have the right to audit the safety program at any time which shall include, without limitation, a right to review materials and observe any classes and training. Further, the Operator shall cooperate with the HRCE in the implementation and reasonable revision or redevelopment of the program should any deficiencies or suggestions for improvement be noted.

### **5.30 Confidentiality**

The Operator must keep private, treat as being confidential, and not make public or divulge during, as well as after, the Term, any information or material containing HRCE Confidential Information that is Personal Information (as defined in Schedule 6) to which the Operator or one (1) of its employees becomes privy to as a result of the performance of this Agreement or any part thereof, without having obtained in writing the prior consent of HRCE. Every year during the Term, all employees, agents, subcontractors or those for whom the Operator is otherwise at law responsible, who are using HRCE Confidential Information that is Personal Information (as defined in Schedule 6) in the performance of Services under this Agreement, shall duly sign and deliver to the HRCE the Annual Employee / Contractor Confidentiality Agreement set forth in Schedule 6 – Annual Employee / Contractor Confidentiality.

### **5.31 FOIPOP**

As a public body, the HRCE is subject to provincial legislation including the Nova Scotia *Freedom of Information and Protection of Privacy Act* (“**FOIPOP**”). This Agreement, the Operator Proposal, and associated documents are subject to disclosure and protection under this legislation. In the event an application for disclosure of information is made under FOIPOP, the HRCE is subject to the disclosure and protection of information in accordance with that legislation. The Operator is recommended to visit the following websites for more information on FOIPOP: <https://novascotia.ca/just/IAP/> and <https://oipc.novascotia.ca/>

### **5.32 PIIDPA**

- (a) The Province of Nova Scotia is required to comply with the *Personal Information International Disclosure Protection Act* (“**PIIDPA**”). PIIDPA creates obligations for the Province of Nova Scotia and its service providers when personal information is collected, used or disclosed. Requirements include limiting storage, disclosure of and access to personal information outside of Canada, except as necessary or otherwise required by law. The Operator is recommended to visit the following PIIDPA websites for more information on PIIDPA:
  - (i) [https://nslegislature.ca/legc/bills/60th\\_1st/3rd\\_read/b019.htm](https://nslegislature.ca/legc/bills/60th_1st/3rd_read/b019.htm)
  - (ii) <https://novascotia.ca/just/IAP/PIIDPAquest.asp>
- (b) The Operator acknowledges and confirms that it is a “service provider” as defined in PIIDPA, that the Operator has read and understands its obligations as a service provider

thereunder and that as a service provider it is legally bound by the obligations imposed on it by PIIDPA. It is a condition precedent to the HRCE entering into the Agreement with the Operator that the Operator irrevocably undertakes covenants and agrees to be bound by and comply with the obligations imposed on it as a service provider under PIIDPA.

- (c) The Operator further covenants, warrants and represents to the HRCE that it must not at any time provide or allow the release of personal information to which it has access in its capacity as a service provider to the HRCE in response to any “foreign demand for disclosure” or permit or allow the “unauthorized disclosure of personal information” as each of those terms are defined in PIIDPA.
- (d) The Operator must implement and strictly enforce security arrangements that must ensure that all personal information that it collects or uses on behalf of the HRCE is protected at all times from unauthorized access or disclosure and must confirm in writing to HRCE, upon request, the details of such security arrangement. The Operator also agrees to implement and enforce any additional security procedures as may be required by the HRCE from time to time to protect the personal information that the Operator collects on behalf of HRCE. The HRCE will be authorized, upon giving prior written notice to the Operator, to enter the premises of the Operator during normal business hours for the purpose of conducting an audit of the security arrangement referenced herein.
- (e) All personal information that the Operator obtains or becomes aware of while providing Services to the HRCE is exclusively the property of the HRCE and is not and must not be or be deemed to be the property of the Operator. The Operator acknowledges and agrees that it must not, in any way or in any degree, either directly or indirectly, acquire any rights to use or own any such information other than the right to use it for the sole purpose of fulfilling its obligations to the HRCE under the Agreement.
- (f) The Operator must ensure the confidentiality of any Student information, including as a minimum, but not necessarily limited to, such personal information as age, sex, address, phone number, siblings and parents / guardians of the Student.

## **ARTICLE VI INSURANCE & SURETY**

### **6.1 Evidence of Insurance**

The Operator shall provide to the HRCE:

- (a) not less than fifteen (15) calendar days before the Effective Date;
- (b) annually or upon renewal date; and
- (c) at any other time during this Agreement on fifteen (15) calendar days prior written notice,

evidence in the form of a certificate of insurance (certified copy of an insurance policy), issued by the underwriting company licensed to do business in the Province of Nova Scotia, providing at least the minimum insurance coverage outlined in this Article VI. The insurance certificate must have the “Halifax Regional Centre for Education” named as an additional insured.

### **6.2 Insurance Coverage**

- (a) The Operator 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 Nova Scotia, insuring the Operator for public liability, passenger hazard and property damage, all inclusive, with coverage per incident as follows:

- (i) Commercial General Liability insurance, including but not limited to, products liability and completed operations, contractual liability, attached machinery extensions, endorsement, for an amount not less than \$1,000,000 (one million dollars) per available seat (registered capacity) of the largest school bus in the fleet servicing the HRCE; and such policy shall name the Halifax Regional Centre for Education as “additional insured party”;
- (ii) Commercial Auto Liability insurance covering all owned, non-owned and hired vehicles for a minimum combined single limit of \$5,000,000 per occurrence; including SEF 5 – Permission to Rent or Lease; SEF 6A – Permission to Carry Passengers for Compensation; and SEF 6B – School Bus Endorsement;
- (iii) Passenger Hazard Liability in the amount of \$5,000,000; and
- (iv) Excess Liability (umbrella form) \$25,000,000 per occurrence. This umbrella insurance must be in excess of general liability insurance.

provided that should the amount of such insurance coverage as prescribed under the *Motor Carrier Act* or under any other relevant act be greater than the aggregate as set out in 6.2(a)(i) to 6.2(a)(iv) above, the amount prescribed by such act shall be maintained by the Operator.

- (b) In the event that the Operator performs maintenance work for third parties, or is otherwise required by applicable laws or industry standards to maintain garage liability insurance, such coverage will be placed and maintained in the amount of \$2,000,000.
- (c) Changes to insurance coverage required by the HRCE occurring during the Term that affect cost elements of the provision of Services under this Agreement will be subject to the provision of compensation to the Operator by the HRCE covering those cost increases.
- (d) Changes to insurance coverage required by legislative or regulatory changes occurring during the Term, which affect cost elements of the provision of Services under this Agreement will be subject to negotiated changes between the Operator and the HRCE.

### **6.3 Changes to Insurance by Insurer**

The certified copies of all policies of insurance delivered to the HRCE pursuant to this Article VI shall contain a provision to the effect that such policy will not be materially altered or cancelled by the insurer without at least thirty (30) calendar days written notice to the HRCE. No insurance shall be cancelled without evidence of sufficient replacement insurance, acceptable to the HRCE and compliant with the terms of this Agreement being provided in advance.

### **6.4 Field Trips and Extra-Curricular Insurance Coverages**

For clarity, the foregoing coverage will also be maintained by the Operator for special operations such as Co-Curricular Trips, Extra-Curricular Transportation, and any other trips as required.

### **6.5 Evidence of Workers’ Compensation Board of Nova Scotia Coverage**

By August 15 for each year during the Term, and not less than fifteen (15) calendar days before the first day of the Renewal Term, if applicable, or at any other time during the Term upon request by the HRCE, the Operator shall, within fifteen (15) calendar days of such request, provide for “Mandatory Coverage” through the Workers’ Compensation Board for all persons employed in connection with this Agreement as may be required by the *Workers’ Compensation Act* and shall furnish proof of coverage under the Act and a clearance certificate indicating that the Operator is in good standing and that all premium payments are

current. The Operator covenants and agrees to pay when due all amounts required under the *Workers' Compensation Act*, failing which, the HRCE shall have the right, in addition to and not in substitution for any other right it may have pursuant to this Agreement or otherwise at law or in equity to pay the Workers' Compensation Board any amount due pursuant to the *Workers' Compensation Act* unpaid by the Operator and to deduct such amount from any amount due and owing to the Operator pursuant to this Agreement together with all costs incurred by the HRCE in connection therewith.

## 6.6 Surety Bonds

- (a) In this Section 6.6 (i) "**Surety**" means a person or entity approved in accordance with the provisions hereof which has provided a Performance Bond or other Surety Bond in accordance with the provisions herein; and (ii) "**Surety Bond**" means a Performance Bond and any other bond required to be provided by the Operator as security for the performance of its obligations under the Agreement to be issued by a Surety in a form and substance approved by the HRCE, and which shall otherwise be in compliance with the provisions of this Section 6.6; (iii) "**Performance Bond**" means a performance bond described in and which otherwise satisfies the requirements of this Section 6.6.
- (b) Within thirty (30) days of the execution of this Agreement, the Operator shall provide the following Surety Bonds to the HRCE for approval: a Performance Bond issued by a Surety securing the performance of the Agreement by the Operator and the Performance Bond shall name the HRCE as the obligee. The Performance Bond shall provide comprehensive coverage for all aspects of performance of the Services, be in a form consistent with the most recent Canadian Construction Documents Committee's form or otherwise satisfactory to the HRCE, be consistent with the terms of this Agreement and have an aggregate value for each year during the Term of not less than 50% of that year's estimated annual revenue. The Performance Bond shall remain in place for the duration of the Term. For clarity: (i) the Performance Bond may be an annual Performance Bond, on the condition that there is a Performance Bond, of the type and value described in this Section 6.6, in place at all times during the Term; and (ii) if an annual Performance Bond is provided, the confirmation of the renewal of the annual Performance Bond for each subsequent period shall be provided to the HRCE at least one hundred twenty (120) days before the annual renewal date of the annual Performance Bond. Neither non-renewal by the Surety, nor failure or inability of the Operator to file a replacement bond in the event the Surety exercises its right to not renew this Performance Bond, shall itself constitute a loss to the obligee recoverable under this bond or any extension thereof. All Surety Bonds shall be issued by financially sound insurers licensed to carry on business in Canada and Nova Scotia, and shall be subject to approval by the HRCE, such approval not to be unreasonably withheld.

## ARTICLE VII ROUTE PARAMETERS

### 7.1 Route Schedules and Alterations

Route schedules shall be made by the HRCE. No Route alterations shall be made by the Operator without express prior authorization from the HRCE.

### 7.2 Route Package Allocation and Limitations

- (a) With the intent of competition and diversity, the maximum permissible number of Route Packages under the control, whether directly or indirectly, of a single Operator shall not exceed 40% of the total Routes to be awarded pursuant to RFP #4280, subject to the exceptions set forth in Section 7.2(b).

- (b) If the HRCE experiences one or more of the following circumstances, the HRCE has the right to exceed the Route Package limitations set out in Section 7.2(a):
  - (i) increase in eligible students due to enrolment or policy change;
  - (ii) changes in student enrollment demographics;
  - (iii) Service issues causing reallocation of Routes;
  - (iv) termination of a contract for transportation services; or
  - (v) there are no other qualified, available alternative service providers.

Allocated Route Packages are intended to be consistent for the duration of the Term, but individual routing may change on a yearly basis in accordance with the terms and conditions of this Agreement. Schedule 3 – Contract Management, outlines how annual adjustments may be made to Route Packages based on the yearly contract performance.

### **7.3 Transporting Students**

The Operator shall, during the Term, only transport Students approved by the HRCE.

### **7.4 Route Distribution**

The Operator shall have a process in place to ensure each Bus Driver and Spare Bus Driver has a current copy of the Route schedule for any Route they are servicing. Route schedules and updates will be available to the Operator via the online Student Transportation Management Suite and it is the Operator's responsibility to ensure the Bus Driver or Spare Bus Driver, as applicable, has the most current version for the Route they are servicing. The Operator may make the current Route schedule available to the Bus Driver through a secure electronic transmission method approved by the HRCE, or, by a physical paper copy which must be kept secured in a locked location within the vehicle. Outdated copies of Route schedules are to be turned in to the Operator and destroyed.

### **7.5 Unauthorized Route Alterations / Modifications Without HRCE Consent**

The Operator shall not, without prior Notice to the HRCE, and without specific prior acceptance of such Notice, modify Routes for its own purpose. Where unauthorized 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. Unauthorized Route alterations may result in HRCE exercising its rights pursuant to Article XIII.

### **7.6 Pick-up and Drop-off Locations and Timing**

- (a) Students must be delivered to the respective schools operated by the HRCE no later than five (5) minutes prior to the commencement of the school day as signified by the ringing of the start bell (listed in RFP #4280). Arrival times will be designated by the HRCE in the Route schedule.
- (b) While in service, the Operator's vehicles shall pick up and drop off Students only at designated Bus Stops.
- (c) In addition, the Operator's vehicle shall not deliver Students to the respective schools operated by the HRCE earlier than twenty (20) minutes prior to the commencement of the school day as signified by the ringing of the start bell (listed in RFP #4280), unless otherwise stipulated by the HRCE. Arrival times will be designated by the HRCE in the Route schedule.

- (d) Further, the Operator's vehicle shall pick-up Students at the respective schools not later than twenty (20) minutes after the dismissal bell (listed in RFP #4280) and deliver same to their respective or designated drop-off points, unless otherwise stipulated by the HRCE. Pick-up times will be designated by the HRCE in the Route schedule.

### **7.7 Service Days**

For planning purposes, 187 Service Days will be assumed as a baseline per year.

### **7.8 Route / Run Verification Rate**

If and when the HRCE requests that a Route / Run Verification be performed during the Term, the Operator will be compensated at the Total Daily Rate for the Route, plus any daily Bus Monitor Labour Rate, if and as applicable (the "**Route / Run Verification Rate**"). The Operator shall report any timing issues or routing suggestions to the HRCE. For greater certainty, when a Route/Run is performed at the Operator's initiative, or as part of training a Bus Driver, Spare Bus Driver, or Bus Monitor, no compensation will be payable to the Operator, and it agrees not to invoice the HRCE for any such costs.

## **ARTICLE VIII SERVICE PARAMETERS**

### **8.1 Bus Stops**

The Operator must adhere to the Bus Stop times indicated on the Route schedule. Subject to Section 8.2, the Operator hereby acknowledges and agrees that the occurrence of a Late Bus or Late Charter (as compared against the specified times for picking up and dropping off of Students provided by the HRCE) shall be considered a Default under this Agreement.

### **8.2 Notification of Delays**

- (a) If the Operator is aware of a delay prior to Route time, the Operator shall post this delay via the online Student Transportation Management Suite a minimum of fifteen (15) minutes prior to Route start time to ensure all stakeholders are notified.
- (b) If the Operator is made aware of a delay during a Route that may cause Students to arrive at their respective schools or Bus Stops at a time more than ten (10) minutes later than the usual scheduled time, the Operator shall post this delay via the online Student Transportation Management Suite immediately.
- (c) All delay postings must be reported accurately (i.e. component type, time of day, length of delay, reason, Route / Run number) and in a timely manner.
- (d) The following occurrences regarding delays on a particular Route may result in the implementation of the Progressive Penalty Process pursuant to Article XIII:
  - (i) Repeated delays within the Operator's control, as determined by HRCE in its sole discretion;
  - (ii) Operator not posting known delays before Route time;
  - (iii) Operator making late cancellation of postings to the online Student Transportation Management Suite;

- (iv) Operator's repeated (which the Parties acknowledge and agree shall be deemed to be more than three occurrences on any particular Route) inaccurate posting of delay Data on the online Student Transportation Management Suite; and
- (v) Operator's non-compliance with outlined response time.

### **8.3 Breakdown Response**

In the event of a vehicle breakdown including a "no start", the Operator must be able to deploy a replacement vehicle immediately. Notifications of any resultant delay shall be in accordance with Section 8.2.

### **8.4 Incident Response**

The Operator must have a policy in place for the reporting any incidents to the HRCE, including any steps to address a Bus Driver failing to report an incident to dispatch at the time the incident occurs. Such policy will be made available to the HRCE prior to the effective date, at any time it is revised or updated, and at any time upon the request of the HRCE. In the event of an incident involving a school bus, a manager / safety supervisor must be deployed to the site immediately if injuries are reported. Notifications of any resultant delay shall be in accordance with Section 8.2 and all HRCE policies / procedures (including those set forth in Schedule 5 – Policies and Procedures of the HRCE) with respect to incident response shall be followed. For greater certainty, failure to comply with the requirements of this section 8.4 shall constitute a default and/or result in a financial penalty in accordance with Section 13.3(b).

### **8.5 Spare Driver and Spare Driver Ratio**

- (a) To ensure the continuation of Service, the Operator must have a minimum of ten percent (10%) spare ratio of Bus Drivers for the number of Routes serviced (the "**Spare Driver Ratio**"). The Spare Bus Driver ratio shall not include office, maintenance or safety staff. The Operator will provide a weekly Route / Bus Driver status report to the HRCE on a form provided by the HRCE and in accordance with the terms thereof.
- (b) The Operator shall ensure that all Spare Bus Drivers are familiar with all components of Services for the Route(s) they are servicing. Without limitation this shall include the service area, school locations, school bus loading procedures, Route schedule, and directions. The Operator must ensure the Spare Bus Driver has a current Route schedule, Student travel plan (if required), as well as appropriate dispatch support. The Operator is responsible for ensuring that there is a full process in place for the Operator's dispatch to safely direct any Bus Driver who is struggling to navigate a Route to the appropriate location(s) without delay. The Operator shall at all times maintain a written policy for meeting the requirements of this section 8.5, which shall include, at a minimum, its plan for recruiting and maintaining a compliant Spare Bus Driver pool, ensuring Spare Bus Drivers are familiar with and capable of performing the Routes they are assigned, and for providing prompt dispatch support without delay to any Bus Driver who is struggling to navigate a particular Route. Such policy shall be provided to the HRCE prior to the Effective Date, upon being updated or revised, and at any time upon request.

For greater certainty, the intention of a Spare Bus Driver requirement is to have sufficient coverage available for Spare Bus Driver absences such that there is a Spare Bus Driver available for each Route, every day, in accordance with Section 8.7(c). In order for a Bus Driver to be accounted for in the calculation of the Spare Bus Driver ratio required by Section 8.5(a) of this Agreement (whether as a full-time Bus Driver or Spare Bus Driver), such individual must be available to perform the Services on the day which they were counted. Without limitation, individuals who are on long-term absences, are outside of the Province of Nova Scotia, have not been available to the Operator or unable to drive a vehicle or a Route assigned to the Operator for a period of thirty (30) consecutive days and, at any given time, is not available to the Operator

or unable to drive a vehicle or a Route assigned to the Operator, will not count towards the Spare Bus Driver ratio. Where the Operator is notified in advance that a Bus Driver or Spare Bus Driver will be not be available to work, the Operator will take all steps necessary, including recruitment and training of a new Bus Driver, to ensure that the Operator has a compliant Spare Bus Driver ratio on the date that such Bus Driver or Spare Bus Driver becomes, or will become, not available to work.

The Operator acknowledges and agrees that the Spare Driver Ratio is a critical component of maintaining on-time delivery of Services and compliance with the requirements of this Section 8.5 will be monitored by the HRCE throughout the Term. The Operator will promptly provide all information and answers that are required for the HRCE to assess compliance. In cases where the Operator has failed to maintain the required Spare Driver Ratio, but on-time Service Delivery has not been impacted, the HRCE will implement the Progressive Penalty Process set forth in section 13.4. In cases where on-time Service Delivery has been impacted, it shall constitute a Default, and HRCE shall be entitled to apply, without prior warning to the Operator, a financial penalty in accordance with section 13.3(e).

### **8.6 Spare Monitor and Spare Monitor Ratio**

- (a) To ensure the continuation of Service, the Operator must have a minimum of ten percent (10%) spare ratio of Bus Monitors for the number of Routes serviced. The spare Bus Monitor ratio shall not include office, maintenance or safety staff. The Operator will provide a weekly Route / Bus Monitor status report to the HRCE on a form provided by the HRCE and in accordance with the terms thereof.
- (b) The Operator shall ensure that all spare Bus Monitors are familiar with the service area, school locations and school bus loading procedures. The Operator must ensure the spare Bus Monitor has a current Student travel plan if required, as well as appropriate dispatch support.

For greater certainty, the intention of a spare Bus Monitor requirement is to have sufficient coverage available for Bus Monitor absences such that there is a Bus Monitor available for each Route, every day, in accordance with Section 8.7(c). In order for a Bus Monitor to be accounted in the calculations of the Spare Bus Monitor ratio (whether as a full-time Bus Monitor or Spare Bus Monitor), such individual must be available to perform the Services on the day which they were counted. Without limitation, individuals who are on long-term absences, are outside of the Country, have not been available to the Operator or unable to be a Bus Monitor on a vehicle or a Route assigned to the Operator for a period of thirty (30) consecutive days and, at any given time, is not available to the Operator or unable to be a Bus Monitor on a vehicle or a Route assigned to the Operator, will not count towards the Spare Bus Monitor ratio. Where the Operator is notified in advance that a Bus Monitor or Spare Bus Monitor will be not be available to work, the Operator will take all steps necessary, including recruitment and training of a new Bus Monitor, to ensure that the Operator has a compliant Spare Bus Monitor ratio on the date that such Bus Monitor or Spare Bus Monitor becomes, or will become, not available to work.

### **8.7 Route Doubling**

- (a) The Operator shall not use Route Doubling for any purpose whatsoever, unless the HRCE has provided advance express written consent to such Route Doubling.
- (b) Instances where the Operator simply provides notice to, or advises, the HRCE that it can only service a Route through the use of Route Doubling, will not constitute the consent or prior acceptance of such Route Doubling by the HRCE that is required by Section 8.7(a) of this Agreement.
- (c) For further clarity, it is the expectation of the HRCE, and an essential term of this Agreement, that the Operator provide a compliant school bus, Bus Driver, and Bus Monitor for each Route, every day, without resorting to Route Doubling, regardless of its adherence

to the minimum spare vehicle, Bus Driver, and Bus Monitor requirements set out in Sections 8.5, 8.6, and 9.1 of this Agreement.

- (d) If the Operator can find efficiencies through Route Doubling and provide on-time Service, the Operator shall notify the HRCE to discuss this approach in all cases prior to implementing such Route Doubling. For clarity, notice under this Section 8.7(d) will not constitute the consent or prior acceptance of such Route Doubling by the HRCE that is required by Section 8.7(a) of this Agreement.
- (e) Route Doubling that has not been pre-authorized by the HRCE in accordance with this Section 8.7 may result in financial penalties in accordance with the terms and conditions of this Agreement.
- (f) In the event that the HRCE receives notice from an Operator that it can only service a Route through the use of Route Doubling, and the HRCE does not authorize such Route Doubling, it may, but is not obligated to, seek an alternative service provider to provide the Services in respect of such Route for the period that it reasonably determines that the Operator will temporarily be unable to Service the Route in accordance with the terms and conditions of the Agreement. If an alternative service provider accepts the work the Operator will not be compensated for the Route for the duration it is temporarily covered by the other Service Provider. In the event that an alternative service provider is not engaged to service the Route, the Operator will remain responsible for servicing the Route in accordance with the terms and conditions of the Agreement, and in the event that the Route is subject to Route Doubling, a financial penalty will be applied in accordance with section 13.3 of the Agreement.

## **ARTICLE IX VEHICLES**

### **9.1 Vehicle Provision**

The Operator must provide and maintain:

- (a) For *Student Transportation Services Route Packages 1-5*
  - (i) one (1) Type C or D full sized 66 - 72 passenger school bus for each Route assigned to the Operator by the HRCE in accordance with this Agreement; and
  - (ii) fully functional, licensed, and mechanically fit spare school buses, ready and available to perform Services, at a rate of ten percent (10%) of the school buses required in 9.1(a)(i). For greater certainty the spare school bus ratio is to accommodate school buses being taken out of services due to routing maintenance, mechanical breakdowns, and inspections, and the Operator acknowledges that the requirement forms an integral component of on time service delivery.

### **9.2 Licensing and Equipment**

All vehicles used for transporting Students pursuant to this Agreement 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 *Motor Carrier Act*, *Motor Vehicle Act* and all other acts and regulations governing public transportation.

### **9.3 Passenger Loading Specifications**

At no time will the number of Students in any vehicle exceed the manufacturer's passenger loading specifications or any applicable government licensing regulations. Additionally, under no circumstances shall any Student be required or permitted to stand or sit on the floor of the vehicle while the vehicle is in motion. Overload conditions must immediately be reported to the HRCE by the Operator.

### **9.4 Vehicle Age**

- (a) The Operator's Service Fleet must not have any vehicles older than ten (10) years from the date of manufacture.
- (b) This vehicle age restriction in section (a) shall apply to all school buses used to transport Students including spare buses and for Extra-Curricular and Co-Curricular Trips.
- (c) Vehicles used in the provision of Services shall conform to the maximum age specifications as at August 1 of each school year, and each day throughout the year during the Term.
- (d) In exceptional circumstances, vehicles in excess of the maximum age may be approved by the HRCE with an approved safety certificate and provided that they meet the standards established in Section 9.1. Such approval must be in writing prior to September 1 for each year of the Term. If authorized, any approval will be on a temporary basis based on circumstance. If an Operator uses a vehicle that is not in compliance with the maximum age specifications without prior approval from the HRCE, penalties may be imposed as described in Article VIII.
- (e) The Operator shall file with the HRCE a rolling stock report stating the make, model, vehicle license, fleet unit number, seating capacity and date on the vehicle warranty card, the vehicle model year and assigned Route number, including spare vehicles. The rolling stock report shall be submitted to the HRCE on or before September 1st annually during the Term.

### **9.5 Mini-Vans**

- (a) If applicable, where mini-vans are used, the passenger doors shall be equipped with childproof 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.
- (b) Children twelve (12) years of age or younger will not ride in the front seat in any vehicle equipped with front seat air bag safety devices.
- (c) If applicable, mini-vans must 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.
- (d) If applicable, mini-vans must have snow season tires installed from November 15 through April 15 at a minimum.

### **9.6 Car / Booster Seats**

If required the Operator will supply car seats and/or booster seats, as applicable, for eligible students. All school buses used to perform Services will be equipped with a minimum of 8 "integrated seats", being specialized, built-in, child restraint systems with five-point harnesses, that are located in the first two rows of the school bus, and can fold down to provide regular seating when not in use.

## 9.7 Vehicle Communications

The Operator shall ensure that each vehicle is equipped with a communication device that operates in accordance with the specifications set forth in section C.3.4 of RFP #4280, as determined by the HRCE, capable of maintaining contact with the Operator's main dispatcher at all times while Routes are being serviced. The communication system must provide the ability to communicate with all school buses simultaneously as a group and also allow for communication with an individual bus on a private channel in emergency situations, ensuring that such private communications do not disrupt or impact communications with the remainder of the fleet.

## 9.8 School Bus Video Surveillance and Audio Recording System

Each school bus must be equipped with a high-quality video and audio surveillance system. The system must include a minimum of three (3) cameras with integrated clear audio recording capabilities, designed to provide comprehensive coverage of the interior and exterior of the bus. The camera's must be positioned as follows:

- (a) **Camera 1:** Mounted in a location that will allow capturing footage to monitor red light violations and Students crossing the road at Bus Stops.
- (b) **Camera 2:** Focused on the Bus Driver and front door entrance, recording clear audio and video of interactions during boarding of the school bus.
- (c) **Camera 3:** Positioned to cover the interior of the school bus from Back to Front, capturing video and audio to monitor Student interactions.

Additionally, the video and audio surveillance system must:

- (a) Offer secure, encrypted data storage to ensure privacy and comply with all relevant legal and regulatory requirements;
- (b) Feature local or cloud-based storage, with appropriate security measures in place;
- (c) Have a minimum storage capacity of fourteen (14) days, and ensure sufficient data retention for safety reviews or incident investigations;
- (d) Comply with all applicable privacy, security, and legal requirements for school transportation environments; and
- (e) Operate as a reliable and secure tool for monitoring Student and Bus Driver safety.

The Operator must develop and maintain appropriate data retention and removal policies and procedures with respect to the video and audio surveillance system and provide copies of such policies and procedures to the HRCE upon request.

## 9.9 GPS Integration for School Bus Fleet

GPS technology must be utilized in each school bus to enhance Route accuracy, safety, and operational efficiency. Each school bus must be equipped with a GPS unit that provides real-time GPS tracking and reporting, with seamless integration into the Student Transportation Management Suite for efficient route management, scheduling, and reporting. HRCE currently uses "Zonar GPS" technology for all of its student transportation operations.

Additionally, the GPS system and units must:

- (a) Provide real-time tracking of school bus locations with precise and reliable data reporting;
- (b) Seamlessly integrate with the Student Transportation Management Suite to optimize Route management and scheduling;
- (c) Provide Comprehensive reporting capabilities, including speed monitoring, stop times, idling, and deviations from planned routes;
- (d) Seamlessly integrate with school bus tablets to provide turn-by-turn navigation and real-time updates;
- (e) Function reliably in all weather conditions and provide both real-time tracking and retrospective data access, with a minimum data storage period of 12 months;
- (f) Comply with all applicable data privacy and security regulations, particularly those concerning student safety and location tracking; and
- (g) Ensure secure access, allowing authorized personnel to view data through individual logins.

The Operator must provide the HRCE with an individual login to access data from the GPS system, and all applicable licenses required for the HRCE to utilize the GPS system, at no cost or expense to the HRCE.

#### **9.10 Optional Equipment**

In the event that the Successful Proponent proposes any optional safety equipment pursuant to Section C.3.4 of the RFP, and such proposal is accepted by the HRCE, the applicable terms and conditions will be inserted in Section 9.10 of the Agreement.

#### **9.11 Maintaining Daily Logs and Inspections**

The Operator shall maintain daily logs and perform inspections in line with the *Motor Carrier Act*. Such logs and records of inspection shall be subject to review by the HRCE upon request. The Operator and its Bus Drivers shall comply with the *Motor Carrier Act* as they relate to hours of work.

#### **9.12 Mechanical Fitness Reports**

The HRCE reserves the right to request a mechanical fitness report to be prepared by an independent mechanic chosen by the HRCE at any time and with respect to any vehicle being used on Routes governed by this Agreement. In this event, if the vehicle is found to be satisfactory, the HRCE will pay the cost of the inspection. If the vehicle is found to have an out of service defect as defined by the Department of Public Works 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.

#### **9.13 Failure to Comply with Section 9.11 and/or Section 9.12**

Notwithstanding any Notice requirements under Section 15.12, a failure by the Operator to comply with the provisions of Section 9.11 and/or Section 9.12 shall entitle the HRCE to implement the Progressive Penalty Process pursuant to Article XIII or to terminate all or part of this Agreement immediately, without notice and without cost or penalty, upon such failure having come to the attention of the HRCE.

#### **9.14 Display of Route Numbers**

All full-sized school buses used to transport Students shall display on each vehicle, on the rear window of the school bus and the third window of the passenger side and Bus Driver side, signs indicating the Route number(s). Other school buses and vans shall have their signs affixed on the rear window and second window on the passenger side and driver side. The Operator is not permitted to create independent Route names / numbers for school buses serving the HRCE.

#### **9.15 Additional Vehicle Requirements**

In addition to the aforementioned requirements of this section, and the *Motor Carrier Act*, the Operator shall further ensure that the following requirements are met with respect to vehicles:

- (a) all vehicles shall be maintained in clean and sanitary condition;
- (b) a preventative maintenance program on all vehicles shall be documented and scheduled through a fleet management software program and subject for the review by the HRCE; and

The HRCE may inspect any or all school buses for any or all conditions specified in this Agreement, at any time.

### **ARTICLE X BUS DRIVERS AND BUS MONITORS**

#### **10.1 General**

The HRCE requires that Operator's school Bus Drivers be trained, qualified, and licensed (NS 2B class) in the safe operation of school buses. All Bus Drivers and Bus Monitors must also be qualified in First Aid/CPR, and must be trained in the management of student behaviour.

#### **10.2 Operator Staff Roster**

Prior to August 1, 2027, or such later date as may be designated at the discretion of HRCE, and on a date to be designated by the HRCE for each succeeding year, the Operator must provide the HRCE with a list containing the following information for all regular and Spare Bus Drivers and Bus Monitors:

- (a) individual's name;
- (b) individuals hire date; and
- (c) individual's assigned school bus Route and school bus storage location; and
- (d) Individual's licence class and expiry date; and
- (e) Background checks (Criminal, CAR and Vulnerable, annual declaration) with completion dates; and
- (f) individual's First Aid / CPR qualification and expiry date.

This information must also be provided during the year when new Bus Drivers and Bus Monitors are hired or when qualifications of current Bus Drivers are updated or changed in any way (i.e., loss of license, Bus Driver restrictions, etc.).

### **10.3 Bus Driver and Bus Monitor Record Checks**

All Bus Drivers and Bus Monitors employed by the Operator, including Bus Drivers and Spare Bus Drivers, must satisfactorily complete a Criminal Records Check including the Vulnerable Sector Check, Controlled Drugs and Substance Check and a Child Abuse Registry Check prior to the commencement of work.

- (a) The Operator must ensure compliance of all of its Bus Drivers and Bus Monitors with the requirements of this clause and confirm such compliance in writing to the HRCE each year of the Agreement.
- (b) The Operator must not employ a Bus Driver or Bus Monitor who has been convicted of any offence under the Criminal Code of Canada or the *Controlled Drugs and Substances Act* or whose name is in the Child Abuse Registry to perform any Services. If at any time a Bus Driver or Bus Monitor is found to have a criminal record, then the Operator must immediately report same to the HRCE and the HRCE will determine whether the Bus Driver or Bus Monitor can continue to be employed to provide the Services considering:
  - (i) the nature of the offence; and
  - (ii) the relevance of the criminal record to the position.
- (c) The Operator must remove a Bus Driver or Bus Monitor from performing any Service for the HRCE under this Agreement when requested by the HRCE where there are, in the opinion of HRCE, reasonable grounds to believe that the Bus Driver or Bus Monitor has been involved in any inappropriate behaviour.
- (d) At the request of HRCE, the Operator must, at the Operator's cost, suspend any Bus Driver or Bus Monitor pending investigation or charges against the Bus Driver or Bus Monitor under either the Criminal Code of Canada or the Controlled Drugs and Substances Act, or for any behaviour that the HRCE deems inappropriate.

### **10.4 Bus Driver Abstracts**

Annually, the Operator must provide the HRCE with updated Bus Driver's Driver Abstracts for all Bus Drivers. The Operator must not employ a Bus Driver who has a Driver Abstract which, in the opinion of HRCE, in its sole discretion, renders the driver unsuitable for the conveyance of Students in a motor vehicle.

### **10.5 Bus Driver and Bus Monitor Employment**

The Bus Drivers and Bus Monitors for the Operator must be employees of the Operator, and are at all times the exclusive responsibility of the Operator. Bus Drivers must meet all statutory and regulatory requirements for holding their respective positions, and must in all respects be in compliance with all requirements of law, ordinance or regulations of the Province of Nova Scotia and the HRCE policies and administrative procedures (including those set forth in Schedule 5 – Policies and Procedures of the HRCE) in respect of the transportation of Students.

### **10.6 Driver Training and Manuals**

- (a) The Operator will ensure that its driver training complies with the terms set out in the applicable provincial acts and the training program set forth in Schedule 2 - Bus Driver / Bus Monitor Safety Training Program, and will retain records to demonstrate that the Bus Driver has received training.
- (b) The Operator may reserve the right as the employer to create additional training above and beyond what is set forth herein and may ensure that additional topics covered include,

but are not limited to, not eating, drinking, smoking, or using personal electronic devices while in the vehicle.

- (c) At the request of the HRCE, the Operator will arrange for any applicable Bus Monitors or Bus Drivers to attend additional training created or facilitated by the HRCE, above and beyond training that is otherwise addressed specifically in this Agreement, which may include (but is not limited to) student specific medical or behavior management sessions. The HRCE will pay an hourly rate for the applicable Bus Driver and Bus Monitor for the length of the meeting or a minimum of 3 hours, whichever is greater.
- (d) The Operator will provide to the HRCE upon request a copy of the current training materials. The Operator shall cooperate with the HRCE in the implementation and reasonable revisions or redevelopment of the Operator's training materials or program.

#### **10.7 Driver, Monitor and Operator Actions in Event of Collisions or Incidents Involving School Buses**

In the event of a collision or incident, in addition to requiring drivers to fulfill their obligations under the *Motor Carrier Act and Motor Vehicle Act* in respect of accidents, the Operator shall conform to the HRCE's School Bus Collision / Incident Protocol, available on the HRCE website. In the event of a collision or incident, the Operator shall submit to the HRCE within 24-hours a detailed written report on a form agreed to by the HRCE.

#### **10.8 Bus Driver and Bus Monitor Actions**

- (a) Under no circumstances shall a Bus Driver or Bus Monitor strike or use undue physical force on any Student. Further, neither a Bus Driver nor a Bus Monitor shall reward a Student for good behavior with such items as candies or toys without prior consent from the HRCE Transportation Team.
- (b) Under no circumstances shall a Student be removed from a vehicle while on Route unless by police action, substitute transport, or school or HRCE administration.
- (c) Bus Drivers and/or Bus Monitors shall not leave Students unattended in the vehicle unless they are assisting a Student to and from the vehicle; and at all such times the vehicle must have the ignition turned off, the key removed, the parking brake engaged and the wheels turned into the curb.
- (d) Bus Drivers and/or Bus Monitors shall have the right to refuse transportation to specific Students, only with the prior express written authority of the HRCE.
- (e) Bus Drivers and/or Bus Monitors shall ensure that the safety latches on all passenger doors are in use when any Students are in the vehicle.
- (f) Bus Drivers and/or Bus Monitors are responsible for the safe positioning of Students on the bus, whether in a seat or a wheelchair.
- (g) Bus Drivers and/or Bus Monitors will ensure all feedback for student management and equipment is communicated through the Operator, and not directly to families.
- (h) Neither Bus Drivers, Bus Monitors, nor the Operator shall be permitted to change or alter a Route, and in particular the location of any Bus Stop on any Route, for any reason without the prior written approval of the HRCE.

- (i) Bus Drivers and Bus Monitors shall, without fail, following the completion of service on any Route, complete an inspection of the inside of the vehicle by performing individual seat checks and a visual inspection of the entire vehicle floor to ensure that no Student remains on the vehicle.

## **10.9 Student Incident Reporting**

The ultimate responsibility and authority to review Student conduct shall rest with the HRCE. The Operator's Bus Drivers and Bus Monitors are responsible only for such incident reporting as is required to safely and properly operate the Operator's school buses and deliver the Services hereunder. Each Bus Driver shall handle all incident reporting in strict accordance with the HRCE policies and Code of Conduct (including those set forth in Schedule 5 – Policies and Procedures of the HRCE). All incidents shall be reported following completion of the Route, or, should HRCE decide to update reporting processes, in the manner which may be directed from HRCE from time-to-time. Further procedures and regulations for the administration of incidents shall be established cooperatively between the HRCE and the Operator. If Student conduct creates a situation which the Operator or its employees believe requires the removal of a Student from the vehicle, the ultimate decision shall be made by school administration, in accordance with HRCE's applicable policies and procedures. In such an event the Operator shall raise its concerns with the HRCE Transportation Team, who will support coordination with the applicable school administrators.

## **ARTICLE XI ADMINISTRATION**

### **11.1 Operator's Contact Person**

- (a) The Operator will name a dedicated Operator Account Manager in its organization as a designated contact person for contractual matters. The Operator Account Manager shall be sufficiently conversant with the operation of the Routes governed by this Agreement to assist the HRCE in any adjustment of Routes to ensure optimum Service. The person in question shall act as a liaison between the Operator and the HRCE.
- (b) For operational matters, the Operator may have more than one individual as the key contact person.
- (c) Individuals responsible for operational matters will assume their 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 their destination and all vehicles in service are cleared for that day.
- (d) The Operator shall maintain a cell phone which is monitored 24-hours each day. The phone number for such cell phone is to be supplied to the HRCE annually, no less than five (5) Business Days before the first day of school.

### **11.2 Communication with HRCE**

- (a) The Operator will maintain telephone service to receive transportation information / concerns from parents/guardians and from the HRCE. At least one (1) dedicated line shall be made available by the Operator for use by the HRCE. The HRCE will dedicate one (1) line for the express use of the Operator.
- (b) The Operator will maintain email service during the operating hours to receive instructions from the HRCE.

- (c) The Operator acknowledges that the HRCE has in place electronic systems to assist in the administration and operation of Services and an associated website which is the primary communication methodology to be used to access Route and Run Data and adjustments.
- (d) The Operator acknowledges a requirement to have and use up-to-date computer hardware and software systems compatible with the HRCE's system requirements, with internet access, at the Operator's cost and expense. The HRCE reserves the right to update requirements and processes during the term of this Agreement.

### **11.3 Communication with Parents / Guardians**

If the Operator experiences a delay beyond sixty (60) minutes, it is the responsibility of the Operator to notify the families of the delay on the affected Run / Route by telephone.

### **11.4 Route Survey**

The Operator shall complete Route surveys as deemed necessary by the HRCE. This will include, but not limited to, stop times, Bus Stop locations and number of Students.

### **11.5 Student Safety Programs**

The Operator shall provide Student safety training through a program to introduce first time riders and school bus evacuation drills on an annual basis. The HRCE may request, and the Operator shall provide, new or additional safety programs the HRCE deems would be in the best interest of Students. The cost of any new Student safety program the HRCE requests will be negotiated prior to implementation.

### **11.6 Ownership of Data**

Title to, ownership of and all rights in and to the Data shall at all times remain with HRCE. Nothing in this Agreement affects the HRCE's ownership of all rights, title, and interest, including intellectual property rights, in and to the Data and in and to any derivative works therefrom. Operator hereby assigns and shall assign, and shall, as applicable, cause its subcontractors and employees who have created Data to assign, to the HRCE or its designee, all of their rights, title and interest including newly created copyright, if any, in and to the Data, that Operator or its subcontractors or employees have, may have or obtain, without further consideration, free from any claim, royalties, lien for balance due, or rights of retention thereto on the part of Operator. Operator acknowledges that the Parties do not intend Operator to be a joint owner of any intellectual property rights in the newly created Data and that Operator shall in no event be deemed the joint author of any Data. Operator shall also take all reasonable steps to ensure that subcontractors and employees who will perform any Services under this Agreement shall not frustrate the HRCE's ownership rights to the Data as set forth in this Section 11.6.

Notwithstanding the foregoing, and subject to the Operator's obligations to comply with applicable law, including applicable laws related to privacy and student safety, as set forth within this Agreement or otherwise, the HRCE grants to the Operator the nonexclusive, non-assignable, royalty free, worldwide limited right to access, use and combine (with other data, including data from third party sources) Anonymized Information derived from the Data for the purpose of: (i) carrying out its obligations pursuant to and in accordance with this Agreement; and (ii) developing and improving the Services.

The Parties will co-operate with each other and execute such other documents as may be appropriate to achieve the objectives in this Section 11.6.

**ARTICLE XII  
CONSIDERATION AND ACCOUNTING**

**12.1 Payments & Basis for Payments**

- (a) The HRCE will email the Operator a spreadsheet of the monthly Route calculations (the “**Monthly Spreadsheet**”) on a one (1) month trailing basis. The HRCE shall use best efforts to provide the Monthly Spreadsheet within the first seven (7) Business Days of the end of the preceding month.
- (b) The Operator must review the Monthly Spreadsheet and, if it is in Agreement with the calculations set out in the Monthly Spreadsheet, submit its monthly invoice to HRCE pursuant to Section 12.1(b). The Operator acknowledges and agrees that if it disputes any amount as due and payable under the terms of the Agreement it must bring it to the attention of the HRCE prior to submitting its invoice for the period in question, otherwise such amount will be deemed to be released upon HRCE’s payment of the Operator invoice.
- (c) During the Term, monthly invoices are to be submitted by the Operator no later than seven (7) Business Days following the HRCE’s release of the Monthly Spreadsheet to the Operator. The Operator’s invoices are to be submitted in accordance with instructions provided by the HRCE, as may be updated from time-to-time, in HRCE’s sole discretion.
- (d) Once determined, any adjustments for Service cancellations, changes to Services, financial penalties, or any other amounts owing from the Operator to the HRCE will be included as part of a proceeding Monthly Spreadsheet, and deducted from the payment to the Operator for Services performed during the period captured on such Monthly Spreadsheet;
- (e) Notwithstanding the terms and conditions set forth in any Operator invoice issued to the HRCE, the due date for any undisputed payments (see Section 15.10) pursuant to any Operator invoice shall be fifteen (15) days from the receipt, by HRCE, of such invoice issued by Operator pursuant to Section 12.1(b).
- (f) The parties acknowledge and agree that the HRCE may occasionally be unable to deliver the Monthly Spreadsheet on account of data being unavailable. In which case, such delay will be without penalty or compliant, and the Operator’s time to submit its invoice will be extended by a proportional number of days.
- (g) The HRCE spreadsheet of monthly Route calculations shall include at least all of the elements set forth in Schedule 9 – *Elements for Monthly Route Calculations*, if and as relevant for each month of Services, and any other calculations, amounts, or figures the HRCE considers necessary to determine the amount payable each month to the Operator in accordance with the terms and conditions of this Agreement.

**12.2 Total Daily Rate**

- (a) The Operator acknowledges that the “**Total Daily Rate**” per Route shall be calculated as follows:
  - (i) Base Rate, Extra Time Rate, Distance Rate, and Fuel Rate, per Route, multiplied by the number of Service Days in a given month that home to school student transportation Services were actually performed on each particular Route; plus

- (ii) Base Rate, and Extra Time Rate (based on the scheduled Route time in the Student Transportation Management Suite), per Route, multiplied by the number of Service Halt Days in a given month in respect of each particular Route;
  - (iii) each calculated for each Route.
- (b) The Total Daily Rate for each Route paid to the Operator for Services shall be established from the Base Rate and Variable Rates to reflect the total daily kilometres and time for both the A.M. and P.M. portion of the Runs as determined by the HRCE's online Student Transportation Management Suite.
  - (c) The Operator must promptly bring any discrepancies in number of kilometres on the to the attention of the HRCE for consideration and resolution in accordance with the terms and conditions of this Agreement.
  - (d) For greater certainty, the Base Rate includes the daily Bus Driver Labour Rate for one (1) Bus Driver on each Route.
  - (e) For greater certainty, and as set out in Section 14.4, the Operator is only paid the Base Rate in respect of each Route that is subject to a Service Halt Period. The Operator will not be compensated for any variable expenses which are not actually incurred by the Operator during a Service Halt Period, which shall include, without limitation, the Extra Time Rate, Distance Rate, and Fuel Consumption Rate.

### 12.3 Base Rate

The Base Rate for this Agreement is set out in Schedule 4 – Rates.

### 12.4 Variable Rates

The Variable Rates for this Agreement are set out in Schedule 4 – Rates.

The Variable Rates are intended to provide certainty to the Operator when Route adjustments are made by HRCE that specifically affect the Active Portion of a Route. They are intended to compensate the Operator for distance and time above the Active Distance and Active Time included in the Base Rate.

As it relates solely to the Active Portion of a particular Route, the three (3) Variable Rates are:

- (a) **“Extra Time Rate”** – The Extra Time Rate is the rate that will be applied to a Route where daily total Active Time of the particular Route exceeds two hundred and forty (240) minutes. The Extra Time Rate is provided as dollars / hour. This rate will be applied in fifteen (15) minute increments (for example, a total Active Time for a particular Route of 241 minutes shall result in the application of 15 minutes at the Extra Time Rate).
- (b) **“Distance Rate”** – The Distance Rate is the rate that will be applied to a Route where the total Active Distance of the particular Route exceeds seventy-five (75) kilometres. The Distance Rate is provided as dollars / kilometre. This rate will be applied on each kilometre in exceedance of fifty (75) kilometres, rounded up to the nearest kilometre.
- (c) **“Fuel Consumption Rate”** – The Fuel Consumption Rate (litre/kilometre) for each Route will be used to calculate the Operator's monthly costs for fuel during the Term.

The Operator's monthly costs for fuel for each Route during the Term shall be calculated as follows:

- (i) The Fuel Rate (litre/kilometre) of the Route shall be multiplied by the Nova Scotia Energy Board's Minimum Self-Service Pump Price for Zone 1 price (less HST) for fuel (\$/litre) as of the 1<sup>st</sup> day of each month during the Term; *then*
- (ii) This shall be multiplied by the Total Route Distance (in kilometre) of the Route, rounded up to the nearest kilometre.

## 12.5 Bus Monitor Labour Rate

In some cases, the HRCE may request a Bus Monitor be included for a particular Route based on Student requirements. Should the HRCE request a Bus Monitor be provided for a particular Route, the Operator will be paid the hourly rate stipulated in Schedule 4 – Rates (the “**Bus Monitor Labour Rate**”), for the amount of time the Bus Monitor is on a Route (being the time it took to run the Route, as recorded in the Student Transportation Management Suite), for a minimum of four (4) hours per day (240 minutes), per Bus Monitor.

## 12.6 Wait Time Rate

The Wait Time Rate is set out in Schedule 4 – Rates. In the event that the HRCE requests the Operator to provide Services beyond the scheduled Route times (e.g. Hold and Secure / Lockdown event) the Operator will be compensated at the Wait Time Rate for the total amount of time that a vehicle was required to wait, beyond the scheduled Route time, for each affected Route.

## 12.7 Early Call-Out & Compensation

In the event that the HRCE requires the Operator to begin a Run earlier than scheduled (an “**Early Call-Out**”), the HRCE will pay the Operator, for each such Early Call-Out, as per the following:

- (a) for an Early Call-Out: (A) due to inclement weather / cold weather start that affects a portion of the Routes assigned to the Operator; or (B) due to a reason other than inclement weather / cold weather start, the HRCE shall pay the Operator as follows:
  - (i) For each Route where a Bus Driver is subject to an Early Call-Out: (Bus Driver Labour Rate) x 4 hours; and
  - (ii) For each Route where a Bus Monitor is subject to an Early Call-Out: (Bus Monitor Labour Rate) x 4 hours,
- (b) for an Early Call-Out due to inclement weather / cold weather start that affects **every** Route assigned to the Operator, the HRCE shall pay the Operator as follows:
  - (i) For each affected Bus Driver: (Bus Driver Labour Rate) x 2 hours; and
  - (ii) For each affected Bus Monitor: (Bus Monitor Labour Rate) x 2 hours.

## 12.8 Delayed Start & Compensation

In the event that the HRCE requires the Operator to begin a Route later than scheduled (a “**Delayed Start**”), the HRCE will pay the Operator, for each Delayed Start, as per the following:

- (a) for a Delayed Start: (A) due to an Inclement Weather Day that affects a portion of HRCE's Route system; or (B) due to a reason other than an Inclement Weather Day, the HRCE shall pay the Operator as follows:
  - (i) For each Route where a Bus Driver is subject to a Delayed Start: (Bus Driver Labour Rate) x 4 hours; and

- (ii) For each Route where a Bus Driver is subject to a Delayed Start: (Bus Monitor Labour Rate) x 4 hours,
- (b) for a Delayed Start due to an Inclement Weather Day that affects **every** Route assigned to the Operator, the HRCE shall pay the Operator as follows:
  - (i) For each assigned Route: (Bus Driver Labour Rate) x 2 hours; and
  - (ii) For each assigned Route: (Bus Monitor Labour Rate) x 2 hours.

## **12.9 Bridge Tolls and Highway Tolls**

As of the date of this Agreement, there are no Routes that involve the Operator using/crossing a toll bridge or toll highway. Should an Active Portion of a Route, as mandated by HRCE, include the requirement that the Operator uses/crosses a toll bridge or toll highway, HRCE shall re-imburse the Operator in full for the tolls required to use/cross such toll bridge or toll highway (“**Tolls**”). For clarity, bridge and highway tolls required for Extra-Curricular Trips shall be billed by the Operator separately on a case-by-case basis.

## **12.10 Price Adjustment – Exceptional Circumstances**

Should a change in the level of Services currently being provided under the Agreement be required, and, in order to address such change, either Party suggests an increase or decrease to the number of buses that the Operator uses to provide the Services under the Agreement, and this increase or decrease to the number of buses represents a 10% increase or decrease to the total number of buses used by the Operator to provide the Services as compared to the total number of buses used by the Operator to provide the Services in the previous school year, the Parties agree, in response to, and to reflect, this increase or decrease in buses, to negotiate, in good faith, an amendment to the cost structure set forth in this Agreement.

## **12.11 Price Adjustment – Material Regulatory or Governmental Changes**

If any regulatory agency or government having jurisdiction in Nova Scotia materially changes any of its regulatory requirements on Operators for the operation of school buses and such change demonstrably, and materially, increases the operating costs of the Operator in respect to the provision of the Services by a threshold of at least twenty-five (25%), the Operator may notify the HRCE in writing that it has or expects to have an increase in its operating costs that would warrant an adjustment in accordance with this Section 12.11. The notice shall set out the nature of the increase, the amount of the increase and the evidence of the impact on cost as a result of the change, the proposed change in fees and expenses and the date of the expected increase. The HRCE shall have a period of sixty (60) calendar days to review the report. Provided there is a material, demonstrable increase (i.e. more than twenty-five percent (25%)) in the Operator’s operating costs, the HRCE shall increase the fees and expenses by the amount of the actual increase above the twenty-five (25) percent (25%) increase in operating costs effective as of the date the Operator incurred the increase in the operating costs. For example, if the Operator is able to demonstrate that its operating costs have risen by 28% on account of a regulatory change covered by this Section, each rate in Schedule 4 – Rates would be adjusted by (28% - 25% = 3%) three percent (3%).

## **12.12 Additional Routes**

- (a) From time-to-time, the HRCE may, but is no way obligated to, approach the Operator with opportunities to provide additional or coverage busing services for the HRCE. The pricing described in Schedule 4 – Rates, shall apply to all Routes, except for those in respect of Special Needs Routes.
- (b) Should the Operator be approached to service any Special Needs Routes the Parties must agree in writing to pricing and operating terms prior to commencement of Route Service.

**ARTICLE XIII  
STANDARDS OF PERFORMANCE**

**13.1 Compliance with Standards of Performance**

- (a) The Operator acknowledges that the Service standards set forth in this Agreement have been negotiated between the Parties to ensure the level of Services required by Students and their families within the Halifax Regional Municipality. The Operator therefore further acknowledges and warrants that all Services will be performed in strict compliance with the terms of this Agreement, and, that at a minimum, the Operator shall provide Services which meet the standards set out in Schedule 3 – Contract Management and Schedule 5 – Policies and Procedures of HRCE. The Parties expressly acknowledge that the items set forth in the foregoing Schedules are not exhaustive and such policies and standards may be amended by the HRCE from time-to-time, and that such amendments shall be Service inclusions without additional compensation to the Operator.
- (b) In addition, the HRCE will be monitoring and reporting monthly to the Operator, a progress report for Service delivery. The progress report may include, but not be limited to:
  - (i) delay posting and timeframe;
  - (ii) incidents;
  - (iii) collisions;
  - (iv) Student conduct reports;
  - (v) return to school events; and
  - (vi) such other information as may be reasonably requested by the HRCE.

**13.2 Compliance and Performance**

- (a) During the Term, the Operator's failure to meet the terms, conditions and compliance requirements set forth in this Agreement may result in the HRCE exercising its rights under the Agreement and/or at law without prior warning to the Operator; and
- (b) In the event of: (i) repeated or un-remedied non-compliance with the terms and conditions of this Agreement; and/or (ii) persistent or un-remedied subsequent failures against the performance standards, the HRCE may, in its sole discretion, immediately terminate this Agreement in part or in its entirety, without notice, and without cost or penalty.

**13.3 Financial Penalties**

For any instances where the Operator has failed to perform an obligation under the Agreement, or failed to comply with the terms and conditions of the Agreement in the performance of the Services, the Operator may be penalized up to one hundred (100) percent of the Total Daily Rate per Route impacted, per event, without notice to the Operator, as a genuine pre-estimate of the cost borne by the HRCE. Without limitation, the following events may result in a financial penalty in accordance with this Section 13.3:

- (a) Unauthorized stops, unauthorized riders, unauthorized Route deviations or unauthorized Route changes;
- (b) Failure to deliver Services in accordance with the terms and conditions set out in Schedule 3 – Contract Management and Schedule 5 – Policies and Procedures of HRCE;
- (c) Habitual preventative mechanical breakdowns, including no starts;

- (d) Failure to complete the obligations set forth in Section 5.11 during Inclement Weather Days; and
- (e) A Bus Driver, Bus Monitor, or compliant school bus not being available to cover all Routes assigned to the Operator, and the Operator has not been able to provide a solution to service the Route(s) under the terms and conditions of this Agreement, without resorting to Route Doubling.

#### **13.4 Progressive Penalty Process**

The HRCE may, but is in no way obligated to, apply the following Progressive Penalty Process in response to matters of non-performance or non-compliance pursuant to the Agreement (the “**Progressive Penalty Process**”):

- (a) The HRCE will contact the Operator in writing to identify the performance failure or noncompliance and the Operator must address the failure in writing within the requested amount of response time given by the HRCE.
- (b) If the Operator does not respond, or the response is unsatisfactory to the HRCE, the HRCE may contact the Operator to schedule a meeting to discuss the performance failure. The Operator shall provide the HRCE with a written plan within two (2) Business, detailing how and when the performance failure will be resolved.
- (c) If the performance failure is not resolved within five (5) Business Days, the HRCE may Notify the Operator in writing of its intent to impose a financial penalty in accordance with Section 13.3.
- (d) If the performance failure continues beyond the steps outlined above, HRCE may, in its sole discretion, immediately terminate this Agreement in part or in its entirety, without notice and without cost or penalty.

The Operator acknowledges and agrees that the Progressive Penalty Process is a contractual right available for the HRCE to use in its sole discretion, and further agrees that the HRCE is not required to use the Progressive Penalty Process prior to exercising any other rights available to it under this Agreement or at law.

Moreover, depending on the severity or level of the performance failure, in HRCE’s sole determination, the HRCE may, in its sole discretion, choose to implement any of the above-noted steps: (A) at any time (i.e. not in the order presented above); (B) at an accelerated pace; and/or (C) with shorter Operator response times.

### **ARTICLE XIV DEFAULT AND TERMINATION OF THE AGREEMENT**

#### **14.1 Default**

The failure by the Operator to fulfill all or part of any term or condition of this Agreement, or the Operator demonstrating, in the opinion of the HRCE, that it is unable to perform the Services for all Routes assigned to it in accordance with the terms and conditions of the Agreement, shall constitute a “**Default**” under this Agreement. In the event of any Default by the Operator, however caused, of any term or condition of this Agreement, the HRCE may, without terminating this Agreement under the provisions of Section 14.2 hereof, provide alternate transportation for Students affected by such Default, and charge any incremental additional cost of such alternate transportation (which may include mobilization and/or demobilization fees) to the Operator at the rates charged by the alternate service provider that is selected to provide such replacement services. In such a case, the Operator authorizes and instructs the HRCE

to deduct the incremental costs provided for in this Section 14.1 from amounts owing to the Operator on a proceeding Monthly Spreadsheet.

In cases where the HRCE receives notice from an Operator that it can only service a Route through the use of Route Doubling, and the HRCE determines, in its discretion, that the inability to Service the Route will be short-term and temporary, it may seek an alternative service provider to provides the Services in respect of such Route for the period that it reasonably determines that the Operator will temporarily be unable to Service the Route in accordance with section 8.7(f) of the Agreement.

In cases where a Default has occurred, which, for greater certainty, shall include cases of the Operator engaging in unauthorized Route Doubling that is more than a specific Route being subject to Route Doubling on a temporary basis, and the HRCE intends to secure alternative transportation in accordance with this Section 14.1, it will undertake the following steps:

1. provide notice to the Operator of the Default and that it will be seeking alternative coverage of certain Routes assigned to the Operator (the “**Re-Assignment**”);
2. the Re-Assignment will be conditional upon the HRCE securing sufficient alternative coverage for the Routes that will be subject to Re-Assignment. The Operator is required to continue Services on all Routes assigned to it, in accordance with the terms and conditions of the Agreement, until an effective date of the Re-Assignment has been provided by HRCE;
3. if the HRCE is able to secure sufficient alternative coverage for the Routes, it will provide particulars of the Re-Assignment and an effective date of the Re-Assignment, on which date the Routes will be Serviced by the alternate service provider. The Operator is required to continue Services on all Routes assigned to it, in accordance with the terms and conditions of the Agreement, until the effective date of the Re-Assignment;
4. the Re-Assignment will be effective until the later of: (a) the end of the term of the agreement between the HRCE and the alternative service provider for coverage of the Routes subject to the Re-Assignment; and (b) the Operator demonstrating its fitness and ability to cure the Default and begin servicing the Routes subject to Re-Assignment again in accordance with the terms and conditions of the Agreement; and
5. no amounts will be due and payable by the HRCE to the Operator in respect of any Routes subject to the Re-Assignment following the effective date of the Re-Assignment.

## **14.2 Termination of the Agreement**

Notwithstanding any other provision of this Agreement, this Agreement may be terminated at any time, without notice (unless specifically stated that notice is required), and without cost or penalty, as follows:

- (a) Immediately by the HRCE pursuant to Section 5.14(c), Section 5.14(g), Section 9.13, Section 13.2(b), Section 13.4(d), Section 14.1, Section 14.6(e) or Section 14.9;
- (b) by mutual consent in writing of the HRCE and the Operator;
- (c) by the HRCE, on thirty (30) calendar days’ notice in writing where, in the opinion of the HRCE, acting reasonably, the Operator has committed a Default under this Agreement and/or failed to fulfill all or part of the terms of this Agreement and has not remedied same within such thirty (30) calendar days. For clarity, where the Operator has been given a prior rectification notice in respect of a Default under this Agreement pursuant to the foregoing sentence, the same subsequent Default by the Operator shall allow the HRCE to immediately terminate this Agreement, without notice or remedy period, and without cost

or penalty, and seek alternate arrangements for Services, unless the subject matter of such Default is then the subject of a *bona fide* dispute being dealt with according to the dispute settlement mechanism set out at Section 15.9;

- (d) immediately by the HRCE where the HRCE has experienced Operator Service delivery failures as described in Article XIII; or
- (e) immediately by the HRCE, where, in the opinion of the HRCE, acting reasonably, the Operator, or any of its servants, employees or agents, fails to operate any of its vehicles in accordance with the requirements of *Motor Carrier Act*, and/or any other acts and regulations applicable to the provision of public or private transportation for Students, and including regulations or policies of the HRCE (including those set forth in Schedule 5 – Policies and Procedures of the HRCE).

### **14.3 Cancellation or Alteration of Routes by HRCE with Notice**

- (a) Communication of Route alterations and cancellations
  - (i) The HRCE, may, on five (5) calendar days' notice in writing and/or through online Student Transportation Management Suite to the Operator and without terminating this Agreement, cancel any particular Run(s) or Route(s) in respect of which the Operator is providing or has provided Services, where any such Run or Route has been deemed unnecessary (redundant) by the HRCE.
  - (ii) The HRCE may on two (2) calendar days' notice in writing and/or through online Student Transportation Management Suite to the Operator reorganize, alter or modify any particular Run(s) or Route(s), or consolidate any particular Runs or Routes, in respect of which the Operator is providing or has provided Services. In the event of an emergency the Operator must accommodate the modification or consolidation prior to Services being performed on the next Service Day.
- (b) If a Route is found to be redundant through Route reduction or efficiencies (pursuant to Section 14.3(a)(i)), the Operator shall be paid the daily Base Rate as follows:
  - (i) Reduction Occurring Between September 1 – November 30 – payment until December 31 of the same year;
  - (ii) Reduction Occurring Between December 1 – December 31 – payment until March 31 of the following year;
  - (iii) Reduction Occurring Between January 1 – February 29 – payment until March 31 of the same year; and
  - (iv) Reduction Occurring Between March 1 – June 30 – payment until June 30 of the same year.

Student demographics change on an annual basis. For greater certainty, no compensation will be payable in respect of a Route where the HRCE notifies the Operator prior to August 1<sup>st</sup> of a given year that a particular Route will not be assigned to the Operator for the upcoming school year.

- (c) In the event that the HRCE exercises its rights pursuant to Section 14.3(a)(ii), the HRCE shall not be liable to the Operator for any claims, suits, costs, expenses or damages whether direct or indirect, compensatory or otherwise incurred by the Operator as a result of such alteration, modification, reorganization or consolidation including, without limiting the generality of the foregoing, lost profits, unless otherwise expressly set out herein.

- (d) Without limiting the rights of the HRCE under this Article XIV, the HRCE may, in particular, alter the scheduling and/or composition for Route(s) / Run(s) in accordance with the terms of this Agreement.
- (e) Without in any way limiting the generality of Section 14.3(a), the Operator acknowledges and agrees that, during the Term, the HRCE is engaged in a process which may result in the reduction of the number of school buses and/or Runs or Routes required by the HRCE to transport Students to and from schools. The Operator further acknowledges and agrees that the HRCE may acting reasonably, in the HRCE's sole and unfettered discretion, reorganize, reduce, alter or eliminate any or all of the Runs or Routes awarded to the Operator under this Agreement in accordance with the terms of this Agreement.
- (f) Without in any way limiting the generality of Section 14.3(a), the Operator agrees that the HRCE may exercise the rights of the HRCE as referred to in Section 14.3(a)(ii) of this Agreement without terminating this Agreement.
- (g) Without in any way limiting the generality of Section 14.3(b), should HRCE request, and the Operator agree, that additional Route(s) will be assigned to the Operator, the HRCE agrees to pay the Operator, for each day on which transportation is provided on such new Route(s), all applicable rates and compensation for such Routes in accordance with the terms of this Agreement, at the rates set out in Schedule 4 – Rates.

All the terms and conditions of this Agreement shall apply to the Services provided by the Operator with respect to any replacement Route(s) and replacement vehicle(s) with respect to Special Needs Routes.

#### **14.4 Service Days**

Each year during the Term Service Days are determined based on the schedule set by the Province of Nova Scotia outlining which days in person learning is scheduled at schools operated by the HRCE. For the purposes of preparing the Operator Proposal the Operator was asked to assume a baseline of 187 Service Days annually. The Operator acknowledges that in any given year during the Term there may be more or less than 187 Service Days, based on a variety of factors including, without limitation, statutory holidays, make-up days, or changes in scheduling by the Province of Nova Scotia.

The Operator further acknowledges and agrees that compensation for each assigned Route, on each Service Day, is to be paid in accordance with the terms and conditions of this Agreement. For example, and without limitation:

- (a) Where a Route is not performed on a Service Day on account of the Operator's inability to Service such Route no amounts will be payable to the Operator in respect of such Route;
- (b) Where a Route is not performed on a Service Day on account of an Operator Labour Dispute no amounts will be payable to the Operator in respect of such Route on account of Section 14.6(c);
- (c) Where a Route is subject to a Service Halt Period, only the Base Rate will be payable to the Operator in respect of such Route on each Service Day during the Service Halt Period on account of Section 14.5; and
- (d) Where a Route has been deemed redundant and cancelled by the HRCE in accordance with only the applicable rates set out in Section 14.3(b) will be payable to the Operator.

#### **14.5 Temporary Cancellation of Service by the HRCE**

- (a) In addition to, and notwithstanding, the provisions of Section 14.3, in the event that the HRCE notifies the Operator that Services will not be required until further notice (the

**“Service Halt Period”**) owing to circumstances beyond the control of the HRCE, including without limiting the generality of the foregoing, inclement weather, HRCE Labour Disputes or school facilities issues, the HRCE shall be liable to pay to the Operator the Base Rate for each Route affected whereby Services are not required by the HRCE, during the Service Halt Period.

- (b) Payment of the Base Rate in respect of each Route subject to a Service Halt Period shall constitute the HRCE’s only obligation in such event and following the expiration of the Service Halt Period, the Operator shall not be entitled to any further payment from the HRCE with respect to such Service Halt Period and the Operator hereby releases the HRCE of and from any and all manner of action, causes of action, claims and demands whatsoever whether direct or indirect in excess of the amount required to be paid to the Operator by the HRCE under the terms of this Article.
- (c) Temporary cancellation of a Route and/or Run on account of inclement weather shall only constitute a Service Halt Period where the HRCE has notified the Operator of an inclement weather cancellation or agreed with the recommendation from Operator of the cancellation of Service on or before 7:00 A.M. on the day of such cancellation.

#### **14.6 Cancellation of Service as a Result of Operator Labour Disputes**

- (a) The Operator shall provide fifteen (15) Business Days’ notice to the HRCE of the potential of an Operator Labour Dispute. This can be due to any foreseen strike, lockout, walkout, picketing or similar work stoppage involving the Operator’s employees, whether legal or not.
- (b) Within five Business Days after the notice provided in Section 14.6(a), the Operator must communicate its contingency plan to maintain continuous Service to parents / guardians and the general public.
- (c) In the event the Services and transportation of Students pursuant to this Agreement are not provided due to an Operator Labour Dispute, no payment shall be made to the Operator in respect of those day(s) for which such Service is not provided.
- (d) The HRCE reserves the right to make alternate arrangements with a different operator as of the first day the Operator is unable to provide Service and it will be awarded to an alternate operator at HRCE’s sole discretion.
- (e) At the end of a period of fifteen (15) consecutive Service Days in which the Service is not provided due to an Operator Labour Dispute, if the Operator Labour Dispute has not concluded, the HRCE may immediately terminate this Agreement, without notice and without cost or penalty, and seek alternate arrangements for Services.

#### **14.7 Termination Assistance**

The Operator shall, upon the expiration or termination of this Agreement, co-operate with the HRCE if so requested in effecting the orderly transfer of the Services to a third Party or the resumption of the Services by HRCE. During such period, the Operator shall continue to perform the Services if so requested by the HRCE (**“Termination Assistance”**). This Termination Assistance shall be provided for ninety (90) calendar days after the effective date of the expiration or termination of this Agreement on the same terms and conditions, including payment, as set out in this Agreement. During any transition period, the HRCE shall pay for the Termination Assistance at the rates set out in this Agreement.

#### 14.8 Effect of Termination

In addition to any other rights and remedies of the Parties pursuant to this Agreement, upon any expiration or termination of this Agreement:

- (a) unless otherwise provided in this Agreement or pursuant to the Services provided in relation to the Termination Assistance, each Party shall return to the other Party, within thirty (30) days of the expiration or termination of this Agreement, all property or materials of the other Party;
- (b) the HRCE shall pay to Operator all outstanding, undisputed rates which are due and payable, and the Parties shall use commercially reasonable efforts to promptly settle any outstanding disputes with respect to any outstanding rates; and
- (c) the Operator shall provide the HRCE with all Data, including computerized routing Data in electronic form so that the HRCE can continue to use the computerized systems and programs as outlined in RFP #4280 and as agreed by the Operator and HRCE. Upon the expiration or termination of this Agreement, the HRCE shall be directly responsible to the licensor of the computer software for all applicable licensing fees.

#### 14.9 Critical Disruption

In the event of a Critical Disruption, the Operator shall notify the HRCE forthwith and the Operator shall use best efforts to restore the Services within 24-hours. In the event of three (3) Critical Disruptions of any type within any six (6) month period, the HRCE may immediately terminate this Agreement, without notice and without cost or penalty, and seek alternate arrangements for Services.

### ARTICLE XV MISCELLANEOUS

#### 15.1 Timing and Delivery of Notices

Other than notices, information and communications that are to be specifically provided via the online Student Transportation Management Suite pursuant to this Agreement, any notice, demand or other communication to be delivered, given or made under this Agreement (a "**Notice**") shall be in writing and shall be deemed to have been delivered, given or made if made in the following ways:

- (a) By prepaid registered post mailed at a post office in the Province of Nova Scotia. Such notice shall be deemed to have been received on the third Business Day following the day of mailing.
- (b) Written notice shall also be deemed to have been given to the HRCE, if and when the same is delivered to the Contract Administrator of the HRCE at the address specified below, and to the Operator Account Manager at the address specified below. Such notice, if delivered, shall be deemed to have been given and received at the time of such delivery.
- (c) Written notice shall also be deemed to have been given where the sender sends such notification by email. Such notice shall be deemed to have been given and received at the time such email is delivered by the sender's email server.

For the purposes of these notices, the following addresses apply:

For the HRCE:	Attention: Director, Operations Services Halifax Regional Centre for Education
---------------	---

33 Spectacle Lake Drive  
Dartmouth, NS B3B 1W8  
Address for email delivery: [hrceoperations@hrce.ca](mailto:hrceoperations@hrce.ca)

With a copy to: Attention: Colin Boyd  
McInnes Cooper  
1969 Upper Water Street, Suite 1300  
Halifax, NS B3J 0C4  
Address for email delivery: [colin.boyd@mcinnescooper.com](mailto:colin.boyd@mcinnescooper.com)

For the Operator: Attention: Local Manager  
Local Location Address:  
Address for email delivery:

With a copy to: Attention: Chief Operating Officer  
Canadian Head Office Address:  
Address for email delivery:

## **15.2 Survival**

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

## **15.3 Rights Cumulative**

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

## **15.4 Transition Out**

Upon notification by the HRCE, the Operator shall be required to return to the HRCE all equipment, data, and information owned by the HRCE.

## **15.5 Amendments to the Agreement**

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

## **15.6 Successors and Permitted Assigns**

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

## **15.7 No Waiver**

- (a) Any waiver by any Party of all or any part of any provision, or the breach of any provision of this Agreement, shall affect only the matter specifically identified in the instrument granting such waiver, and shall not extend to any other matter, provision or breach.
- (b) No waiver of any provision of this Agreement shall constitute a waiver of any other provisions, nor shall any waiver constitute a continuing waiver, unless otherwise expressly provided therein.
- (c) The failure of any Party to give notice to the other Party, or to take any other steps in exercising any right in respect of the breach or non-fulfillment of any provision of this Agreement, shall not operate as a release or waiver of that right, or as a release of the

other Party from its obligations and liabilities, nor shall any single or partial exercise of any right preclude any other or future exercise of that right, or the exercise of any other right, whether in law or in equity or otherwise.

- (d) The acceptance by any Party of payment or performance of any obligation after the breach or non-fulfillment by the other Party of any provision of this Agreement shall not constitute a waiver of the provisions of this Agreement.

## **15.8 Administration Provisions for the HRCE**

Except where otherwise expressly provided above, for the purposes of administering the provisions of this Agreement, "the HRCE" shall be deemed to include the HRCE's duly authorized officers and employees.

## **15.9 Dispute Resolution**

- (a) Disputes, controversies, or claims arising out of or relating to this Agreement shall be referred to the Operator Account Manager and the HRCE Contract Administrator prior to escalation to senior management. If the HRCE Contract Administrator and the Operator Account Manager are unable to resolve, or do not anticipate resolving, the dispute within ten (10) days after referral of the matter to them, the Parties shall submit the dispute to their respective senior managements. Once such dispute is so submitted, if the senior management of one of the parties fails to make itself available for a meeting during normal business hours in the 10 Business Day period after a request for such a meeting made by the other party, the party making such request may submit the dispute to Arbitration pursuant to Section 15.9(c) on the basis that senior managements failed to resolve the dispute.
- (b) The Operator Account Manager shall meet at least once every thirty (30) days during the Term of this Agreement with the HRCE Contract Administrator (or at such other time as either Party may designate upon notice to the other Party) and shall attempt to resolve disputes that may arise under this Agreement at such meeting. The Operator Account Manager and the HRCE Contract Administrator shall consider disputes in the order such disputes are raised. In the event the Operator Account Manager and the HRCE Contract Administrator are unable to resolve a dispute, the Operator Account Manager and the HRCE Contract Administrator shall notify their respective senior managements. Subject to Section 15.9(a), no dispute under this Agreement shall be the subject of arbitration or other formal proceedings between the HRCE and the Operator before being considered by the Operator Account Manager and the HRCE Contract Administrator and senior management, except for an application to seek injunctive relief to stay the breach of this Agreement.
- (c) Disputes that are not resolved by the Parties' respective senior managements, other than a dispute in respect of matters related to the negotiation of a renewal term, may be submitted by either Party to binding arbitration according to the rules of the Nova Scotia Commercial *Arbitration Act*. The arbitration shall be heard by a single arbitrator, if the Parties agree upon one, otherwise by three (3) arbitrators, one (1) to be appointed by each of the Parties and a third to be chosen by the first two (2) named before they enter upon the business of arbitration. The award and determination of the arbitrator or arbitrators or any two (2) of the three (3) arbitrators is binding upon the Parties and their respective successors and permitted assigns. The hearing shall be held in Halifax Regional Municipality, Nova Scotia. Each Party shall bear its own costs of conducting the hearing and shall be bound by the arbitrator's or arbitrators' decision. The Parties hereby acknowledge and agree that the arbitrator or arbitrators may make an order about costs of the arbitration in accordance with the *Nova Scotia Rules of Civil Procedure*.

### **15.10 Disputed Amounts**

Subject to and in accordance with the provisions of this Section 15.10, the HRCE may withhold payment of any portion of an Operator invoice that HRCE in good faith disputes as due or owing. In such case, the HRCE shall pay any undisputed amounts and provide to the Operator a written explanation of the basis for the dispute as to the disputed amounts. The failure of the HRCE to pay a disputed invoice, or to pay the disputed part of an invoice, shall not constitute a breach or default by HRCE, so long as HRCE complies with the provisions of this Section 15.10. Any dispute relating to amounts owed by a Party hereunder shall be escalated by either Party to the dispute resolution process described in Section 15.9. All of the Operator's obligations under this Agreement shall continue unabated – and the Operator shall continue to provide the Services in accordance with the terms and conditions of this Agreement – while such dispute is being resolved pursuant to the dispute resolution process described in Section 15.9.

### **15.11 Counterparts**

This Agreement may be executed in duplicate counterparts, each of which shall be deemed an original and both of which together shall constitute but one and the same instrument. Counterparts may be executed in either original, faxed or PDF form, and the Parties hereby adopt as original any signatures received via fax or PDF.

### **15.12 Expenses**

Unless otherwise stated in this Agreement, each Party shall bear all expenses paid or incurred by it in connection with the planning, negotiation and consummation of this Agreement.

### **15.13 Drafting of Agreement**

The Parties agree that neither of them shall be deemed the drafter of this Agreement and that, in construing this Agreement in case of any claim that any provision hereof may be ambiguous, no such provision shall be construed in favour of one Party on the ground that such provision was drafted by the other Party.

### **15.14 Severability**

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, that provision shall be deemed stricken with respect to that jurisdiction and the remainder of this Agreement shall continue in full force and effect insofar as it remains a workable instrument to accomplish the original intent and purposes of the Parties, and, if possible, the Parties shall act in good faith to replace the severed provision with a valid and enforceable provision that reflects the intention of the Parties with respect to the severed provision.

### **15.15 Governing Law and Venue**

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Nova Scotia and the federal laws of Canada applicable therein. Subject to the dispute resolution provisions in Section 15.9, each Party hereby irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of the Province of Nova Scotia and all courts competent to hear appeals therefrom and each Party irrevocably accepts and submits to the sole and exclusive jurisdiction of the courts of the Province of Nova Scotia, generally and unconditionally with respect to any action, suit or proceeding brought by or against it by the other Party.

*[Signature page to immediately follow]*

**IN WITNESS WHEREOF** the Parties have caused this Agreement to be executed by their respective duly authorized officers in that regard, as of the date first above written.

**HALIFAX REGIONAL CENTRE FOR  
EDUCATION**

Per:

\_\_\_\_\_  
Name:

Title:

I have authority to bind the HRCE

**[Company Name]**

Per:

\_\_\_\_\_  
Name:

Title:

I have the authority to bind the Operator

## SCHEDULE 1 DEFINITIONS

“**Active Distance**” has the meaning given to it in the definition of Active Portion, and is detailed in the Route Packages set forth in RFP #4280, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

“**Active Portion**” means the portion of a particular Route that is allocated to account for the time, in minutes (the “**Active Time**”), and distance, in kilometres (the “**Active Distance**”), that the Operator is actively transporting Students on a Run in addition to the time and distance between Runs on any Route with multiple Runs.

“**Active Time**” has the meaning given to it in the definition of Active Portion, and is detailed in the Route Packages set forth in RFP #4280, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

“**Agreement**” means this Student Transportation Services - Busing Agreement, the recitals hereto and all Schedules and other documents attached hereto or incorporated herein by reference, as amended from time-to-time in accordance with the provisions hereof.

“**Anonymized Information**” means information or data that does not contain personally identifiable information and is non-identifiable such that the information is not personal information.

“**Base Rate**” means the cost to service a route with one (1) vehicle for one (1) day, for the morning (AM) and afternoon (PM or noon) routes. This includes the cost of providing one (1) Bus Driver, which such Base Rate is set forth in Schedule 4 – Rates.

“**Bus Driver**” is an employee of the Operator that is duly trained and licensed to drive a bus.

“**Bus Driver Labour Rate**” means the hourly rate paid by HRCE to the Operator with respect to a Bus Driver in the event of an Early Call-Out, which such Bus Driver Labour Rate is set forth in Schedule 4 – Rates.

“**Bus Monitor**” is an employee of the Operator that is assigned to buses to act as a monitor if and as applicable.

“**Bus Monitor Labour Rate**” has the meaning given to it in Section 12.5, which such Bus Monitor Labour Rate is set forth in Schedule 4 – Rates.

“**Bus Stop**” is the location along the Route prescribed by HRCE for the embarkation and disembarkation of Student(s) and will be in accordance with the provisions of the *Motor Carrier Act* and the *Motor Vehicle Act* and Student Transportation Policy of HRCE.

“**Business Day**” means a day on which the HRCE conducts business and, in exceptional circumstances (make-up snow days), may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

“**Co-Curricular Trip**” is a school bus trip taken during the school day organized by the school on behalf of the HRCE.

“**Confidential Information**” means the confidential, secret or proprietary information of one Party (the “**Disclosing Party**”), including Data, technical information, financial information including prices and business information including business plans, strategy and practices, which has been or may hereafter be disclosed, directly or indirectly, to the other Party (“**Receiving Party**”) either orally, in writing or in any

other material form pursuant to and in conjunction with this Agreement but does not include information which the Receiving Party establishes is:

- (i) information which is within the public domain through no fault of the Receiving Party;
- (ii) information which is already known to the Receiving Party at the time of its disclosure by means outside of the relationship between the Parties; or
- (iii) information which, following its disclosure by the Disclosing Party to the Receiving Party, is received by the Receiving Party without obligation of confidence from a third Party who the Receiving Party reasonably believes is lawfully in possession of such information free from any obligation of confidence.

**“Consumer Price Index”** means the consumer price index (CPI) increases (as established by Statistics Canada for the province of Nova Scotia (All Items) or any successor index or compilation prepared by Statistics Canada or its successors).

**“Critical Disruption”** means any disruption within the reasonable control of the Operator which has a significant adverse impact upon the delivery of Services for more than 24-hours, notice of which has been given to the Operator pursuant to this Agreement and for greater certainty shall not include a Force Majeure Event.

**“Data”** means all information owned by HRCE in any media or in any form: (i) concerning the operations and business of the HRCE, schools, Students and Routes in the possession of the HRCE and/or attained by the Operator from, for or on behalf of HRCE in the course of providing the Services; and (ii) data generated for HRCE as a result of providing Services, including related records, data, files, input materials, reports, forms and other items that may be received, computed, developed, used or stored by the Operator or any of its employees, subcontractors or agents from, for or on behalf of the HRCE.

**“Deadhead”** represents the time and distance to travel from the end of one run to the start of the next run within a given route component (AM or PM)

**“Delayed Start”** has the meaning given to it in Section 12.8.

**“Default”** has the meaning given to it in Section 14.1.

**“Distance Rate”** has the meaning given to it in Section 12.4, which such Distance Rate is set forth in Schedule 4 – Rates.

**“Drivers Abstract”** means a copy of a person’s Driver Abstract as provided by the Nova Scotia Registry of Motor Vehicles. It will show any Motor Vehicle Act (MVA) convictions, accidents, as well as departmental postings and processes.

**“Early Call-Out”** has the meaning given to it in Section 12.7.

**“Effective Date”** has the meaning given to it on the first page of this Agreement.

**“Extra-Curricular Transportation”** includes Extra-Curricular Trips and Co-Curricular Trips.

**“Extra-Curricular Trip”** means the transportation by the Operator of any and all Students or other authorized persons as may be requested by the HRCE for field trips, excursions, athletic activities or any other purpose designated by the HRCE as more particularly described RFP #4280.

**“Extra Time Rate”** has the meaning given to it in Section 12.4, which such Extra Time Rate is set in Schedule 4 – Rates.

**“FOIPOP”** has the meaning given to it in Section 5.31.

**“Force Majeure”** means an act of God, act of governmental body or military authority, fire, explosion, flood, earthquake, epidemic, riot or civil disturbance, war, terrorism, sabotage, insurrections, blockades, embargoes, storms or other similar events that are beyond the reasonable control of the affected Party. In addition, with respect to the HRCE, any foreign government trade action or Canadian government legislation, applicable law or amendment having significant effect on the ability of the HRCE to continue its business, shall be deemed a Force Majeure Event. Notwithstanding the foregoing, **“Force Majeure Event”** expressly excludes:

- (a) any event that Operator could have prevented if it had performed the roles and obligations required to be performed pursuant to this Agreement or necessary to provide the Services;
- (b) any Operator Labour Dispute, and/or
- (c) any non-performance of an Operator’s employees or subcontractor regardless of cause (unless due to a Force Majeure Event).

**“Fuel Rate”** means, for a particular Route, the amount of fuel, in litres, per kilometre that a bus uses, which such Fuel Rate is set forth in Schedule 4 – Rates.

**“GPS”** means global positioning system.

**“Home to School Service”** refers to the school bus service provided to meet the requirements of the HRCE Student Transportation policy and refers to pick-up of Students at designated Bus Stop locations and conveyance to school for regular school days. This also includes pick-up at school at dismissal and conveyance to designated Bus Stop drop-off locations.

**“HRCE”** means the Halifax Regional Centre for Education and, where applicable, any duly authorized officers and employees acting under the authority of HRCE.

**“HRCE Contract Administrator”** means the individual designated by the HRCE as the contract administrator under this Agreement.

**“Inclement Weather Day”** shall mean a Service Day on which any amount of snow, sleet, hail, black ice, or freezing conditions are forecasted, the temperature is forecasted to reach -10 degree Celsius or lower, heavy winds, rain, or fog are forecasted, any other natural weather condition is forecasted that would reasonably be expected to impact the Services, or HRCE has directed for any other purpose that such day be considered an Inclement Weather Day. In the event of a dispute, the determination of whether any particular Service Day is an Inclement Weather Day shall be exclusively determined by the HRCE, in its sole discretion, in accordance with the HRCE’s “inclement weather guidelines”.

**“Indemnified Parties”** has the meaning given to it in Section 5.8.

**“Initial Term”** has the meaning given to it in Section 3.1.

**“Labour Dispute”** means a strike, walkout or organized work stoppage.

**“Late Bus”** means when a bus arrives at any scheduled pick-up, drop-off, or at the school at any time after its scheduled arrival time (scheduled arrival times will be designated by the HRCE in the Route schedule) for reasons that are within the reasonable control of the Operator; for example but not limited to, a Bus

Driver's inexperience or lack of reasonable planning, the failure of the Operator's administration not properly assigning the work, or a lateness due to a mechanical breakdown.

**"Late Charter"** means when a school bus is more than five (5) minutes late arriving for pick-up of Students for a prescheduled charter, for reasons that are within the reasonable control of the Operator, for example but not limited to, a Bus Driver's lack of reasonable planning, the failure of the Operator's administration not properly assigning the work or a lateness due to mechanical breakdown.

**"Link Distance"** has the meaning given to it in the definition of Link Portion, and is detailed in the Route Packages set forth in RFP #4280, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**"Link Portion"** means the portion of a particular Route that is allocated to account for the time, in minutes (the **"Link Time"**), and distance, in kilometres (the **"Link Distance"**), that the Operator is not actively transporting Students on a Run, or is not between Runs on any Route with multiple Runs.

**"Link Time"** has the meaning given to it in the definition of Link Portion, and is detailed in the Route Packages set forth in RFP #4280 as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**"Motor Carrier Act"** means the Nova Scotia *Motor Carrier Act*, R.S., c. 292, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

**"Motor Vehicle Act"** means the Nova Scotia *Motor Vehicle Act*, R.S., c. 293, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

**"Monthly Spreadsheet"** has the meaning given to it in Section 12.1.

**"Notice"** has the meaning given to it in Section 15.1.

**"Offence Declaration"** has the meaning given to it in Section 5.14(b).

**"Operator"** has the meaning given to it on the first page of this Agreement.

**"Operator Account Manager"** has the meaning given to it in Section 5.6(a).

**"Operator Proposal"** has the meaning given to it in Recital A.

**"Party"** means either the HRCE or the Operator, as the context requires, and **"Parties"** means both the HRCE and the Operator.

**"Performance Bond"** has the meaning given to it in Section 6.6(a).

**"PIIDPA"** has the meaning given to it in Section 5.32.

**"Re-Assignment"** has the meaning given to it in Section 14.1.

**"Regional Centre"** means a regional centre for education, or similar organization, in a jurisdiction outside of Halifax.

**"Renewal Term"** has the meaning given to it in Section 3.2.

**"RFP #4280"** has the meaning given to it in Recital A.

**“Route”** means the combined set of Runs made by the Operator using an operating school bus on a Business Day, and is comprised of both an Active Portion and a Link Portion. The Routes are detailed (by Route ID) in the Route Packages set forth in RFP #4280, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards.

**“Route Doubling”** means a school Bus completing additional Routes or Runs beyond those assigned to it by the HRCE in accordance with the terms of this Agreement.

**“Route Package”** means a group of Routes identified by HRCE in RFP #4280, as may be amended from time to time by HRCE (pursuant to the terms of this Agreement) to meet Service delivery standards, as being packaged together for the purposes of operating Busing Services for collection of schools.

**“Route / Run Verification”** means, if and as requested by HRCE, Runs of Routes by Bus Drivers performed during the school year, and prior to implementing any Route adjustment, where the Route is travelled to ensure familiarity with all turn and stop details assigned in the Route.

**“Route / Run Verification Rate”** has the meaning given to it in Section 7.8.

**“Run”** means a group of Bus Stops in a particular Route that is assigned to an individual operating school bus in order to actively transport Students either to or from the school they are attending, representing the Active Portion of a particular Route. For clarity, a Run may have a morning (AM) and afternoon (PM and/or noon) portion.

**“Service Fleet”** means all service vehicles used by the Operator in the provision of the Services.

**“Service Day”** means a day on which Home to School Service is scheduled by HRCE and, in exceptional circumstances (e.g. make-up snow days), may include a Saturday, Sunday or statutory holiday in the Province of Nova Scotia.

**“Service Halt Period”** has the meaning given to it in Section 14.5(a).

**“Services”** has the meaning given to it in Section 2.1.

**“Slack Time”** represents the down time between runs after the deadhead travel has been completed.

**“Spare Bus Driver”** means an employee hired on an intermittent basis by the Operator who is available to fulfill any driving requirement of the Operator.

**“Spare Bus Monitor”** means an employee hired on an intermittent basis by the Operator who is available to fulfill a Bus Monitor requirement of the Operator.

**“Spare Driver Ratio”** has the meaning prescribed in section 8.5(a).

**“Special Needs Route(s)”** means a Home to School Service Route that picks up Students for service who have identified special needs.

**“Student”** means a student enrolled in a school within the HRCE.

**“Student Transportation Management Suite”** means a software package that allows for shared access to information including bus Routes, individual student transportation details, the Operator’s Service Fleet detail, and other information.

**“Student Transportation Policy”** means the Student Transportation Policy of the HRCE.

**“Surety Bond”** has the meaning given to it in Section 6.6(a).

**“Term”** has the meaning given to it in Section 3.2.

**“Termination Assistance”** has the meaning given to it in Section 14.7.

**“Tolls”** has the meaning given to it in Section 12.8.

**“Total Daily Rate”** has the meaning given to it in Section 12.2(a).

**“Total Distance”** means, for a given Route, the aggregate of the Active Distance and Link Distance.

**“Total Time”** means, for a given Route, the aggregate of the Active Time and Link Time.

**“Trial”** means Runs of Routes by Bus Drivers preceding the first day of school each year where the Route is travelled to ensure familiarity with all turn and stop details assigned in the Route.

**“Variable Rate(s)”** means the rate(s) intended to compensate the Operator for distance and time above the Active Distance and Active Time included in the Base Rate, which such Variable Rates are described in Section 12.4, and set forth in Schedule 4 – Rates.

**“Wait Time Rate”** has the meaning given to it in Section 12.6, which such Wait Time Rate is set in Schedule 4 – Rates.

**“Workers’ Compensation Act”** means the Nova Scotia *Workers’ Compensation Act*, 1994-95, c.10, s.1, and all regulations promulgated thereunder, including all amendments thereto made from time to time, or any successor law or regulation.

**SCHEDULE 2**  
**BUS DRIVER / BUS MONITOR SAFETY TRAINING PROGRAM**

The Operator must provide safety orientation and evacuation drills for all Bus Drivers and Bus Monitors, permanent or temporary. The Operator must provide, if requested by the HRCE, the date(s) and agenda for any such orientation or drills and the HRCE shall have the option to attend such orientation or drills. The Operator is required to keep accurate records of all employees' training and make them available to the HRCE. The program must consist of the following:

**Initial Training**

- (a) Awareness of sensitivity for Students using transportation;
  - Verbal De-escalation
  - Autism training
- (b) Diversity training (human rights);
- (c) Medical Management
  - First Aid – including EpiPen or similar generic devices and CPR
  - Seizure management, general and/or student specific protocols
  - General Diabetes awareness
- (d) First Aid – including EpiPen or similar generic devices and CPR;
- (e) Bus evacuation procedures;
- (f) Collision procedures;
- (g) Student management;
  - Conflict management
  - Maintain and reporting student conduct
  - Management of bullying
- (h) Policies and procedures of the HRCE (including those set forth in Schedule 5 – Policies and Procedures of the HRCE);
- (i) Child check training for electronic and back up manual process.

**Annual Refresh**

- (a) Awareness of sensitivity for Students using transportation;
  - Autism training
- (b) Medical Management
  - EpiPen or similar generic devices and CPR
  - Seizure management, general and/or student specific protocols
- (c) Bus evacuation procedures;

- (d) Collision procedures;
- (e) Student management, maintaining and reporting school bus discipline;
- (f) Conflict management; and
- (g) Policies and procedures of the HRCE (including those set forth in Schedule 5 – Policies and Procedures of the HRCE).

**Every three years refresh**

- (a) Defensive driving certification (the full DDC-6 must be refreshed over a three (3) year period);
- (b) First Aid, including CPR certification;
- (c) Diversity training (human rights); and
- (d) Child check training for both electronic and manual process.

**Safety Programs**

The Operator should be prepared to assist with this promotion by providing safety orientation for new Student at the end of August each year.

**SCHEDULE 3  
CONTRACT MANAGEMENT**

Contract Management data will be collected in a variety of ways throughout the term of the Contract (e.g. route audits, customer satisfaction surveys, facility audits, accident/incident/customer complaints reporting and analysis). Supplementary measures may be added while measures that do not provide value will be discontinued.

The Operator is encouraged to ask any questions regarding the purpose of information collected, as Performance Measures Audits are meant to be open and transparent.

Specific company results will not be shared among contractors. The process is designed to improve the capabilities of the Operator, which, through co-operative communication and feedback will improve the overall efficiency of the services for HRCE.

**Performance Measures**

There are many different performance measures that are performed through the year, ranging from simple contract compliance confirmations to more sophisticated operator facility audits. The following measures may be used.

- Contract Compliance Monitoring
- Facility Audits –Third Party & HRCE
- Audits –Route, Run and Bus Stop
- Delayed Routes
- Average Run and Route Time
- Vehicle Utilization
- Student Distance
- Student Ride Time
- Student Eligibility
- Student Ridership
- Collisions
- Incidents
- Customer Service Surveys
- Transportation Statistics

**Contract Compliance Monitoring**

The following contract compliance confirmations must be received in the HRCE office on or before September 1st annually:

Safety Program	Submission of a complete copy of the Operator's current safety program. This will also include the Operator's safe winter driving conditions process, along with the guidelines used for managing bus driver staffing impacts due to inclement weather.
Driver and Vehicle Qualification and Consent to Disclosure	A full list of all drivers including hire date, licence class and expiry, first aide expiry, all driver checks (criminal, child abuse, vulnerable) with completion dates, and confirmation of as up to date drivers abstract. A current Commercial Vehicle Carrier Profile Search is required prior to the start date of the contract and at the request of the HRCE.

Evidence of Insurance	Evidence of insurance required fifteen (15) days before the Contract Effective Date Due August 16th
Workers' Compensation Board of Nova Scotia Injury Insurance	Proof of coverage and clearance certificate indicating the Operator is in good standing
Copy of the Driver Training Manual	A current driver training manual is to be provided to the HRCE
Service and Safety Surveys and Programs	The Operator's current safety program will be made available to the HRCE
Operator's Operation's Supervisor	Provide the name to the HRCE for both the morning and afternoon shifts
Route Number Sign requirement	Confirmation of route signs on every bus (Third window, passenger side) – HRCE additionally requests a route number sign be placed on the driver's side of the bus for students/parents who wait on the opposite side of the street

### Facility Audits

HRCE may perform facility audits on all school bus operator facilities. The audit will consist of the following: Vehicle Maintenance:

- Detection, Reporting and Repair
- Trip Inspections
- Reporting
- Repair
- Records
- Fleet records

Qualification, Records and Reporting:

- Qualified Driver
- Driver Abstract
- Conviction Records
- Operator Collisions

Hours of Service

- Check Logbooks

Data Items (Records) Additional Items (HRCE Specific)

- Licensing and Equipment
- Licensing in Accordance with Acts, Regulations and Standards
- Ministry of Transportation Annual Inspection Certificate
- Maintaining Log Book and Hours of Work
- Driver Licensing Requirements
- Vehicle Characteristics (minivans equipped with childproof locks)
- Vehicle Communications (two-way radio)
- Compliance with Definition of School Bus

HRCE staff will perform facility audits on all school bus operators annually. The HRCE audit consists of the following:

<b>Contract Section</b>	<b>Driver &amp; Bus Monitor Compliance</b>
5.6, 5.7, 5.9	Verify that driver file has the appropriate license for driver; 2 for 24+ passengers, 3 for less than 24 passengers and "A" as applicable (air brakes)
5.6, 5.9	Evidence of Criminal Background Check/Vulnerable Sector Screening
5.6, 5.9	Evidence of annual Epi-Pen Training, annual First Aid training, annual CPR refresher (renewable every 3 years)
5.9	Copy of current driver's abstract is on file and Drivers Medical
5.9	Incidents/complaints received from HRCE with follow up in file
5.9	HRCE Confidentiality Agreement
5.9	Drivers Hours of Service recorded on/off duty
<b>Contract Section</b>	<b>Bus and Route record keeping</b>
5.9	Actual ridership confirmation -routes on file up to date and consistent with records on file at HRCE
5.9	Evidence of driver retraining on preventable accidents/incidents
5.9	Routes and other information (medical documentation) provided by HRCE stored in a secure location
5.9	Defects properly recorded and appropriate repairs made
<b>Contract Section</b>	<b>Safety and Training</b>
5.9	Copy of current Training Manual provided (material consistent with contract)
5.9	Copy of First Aid Course Outline
5.9	Review of Safety Training including Initial, Annual and 3 year training (defensive driving and First Aid and CPR)
5.9	Verify All Bus Staff are trained in vehicle evacuations
5.9	Verify Child Check Policy in place
<b>Contract Section</b>	<b>Vehicles</b>
5.9	Route signs in all windows (3 <sup>rd</sup> window from service door)
5.9	Evidence of First Aid Kit and properly stocked
5.9	Vehicle is clean with no items left on the bus (other than required), under the seats etc.
5.9	Seat Belt Cutters, fire extinguisher
5.9	Child Check mechanism in place on vehicle

## **Route Audits**

Each Transportation Router will perform route, run and bus stop audits periodically. These audits will be performed in a number of ways:

- Follow the bus
- Bus Stop site visit
- School site visit
- GPS audit

HRCE staff will complete the "Route Audit" form after every audit. All discrepancies will be followed up with the Operator and resolved in the most appropriate manner. Failure to comply could result in route adjustment, driver discipline, financial penalties, in accordance with contract. All serious infractions will be brought to the attention of the HRCE Transportation Coordinator.

## **System Service Analysis (as of October 31)**

The System Service Analysis data will be extracted from Student Transportation Management Suite before October 31. Once the data is extracted and the information compiled into the approved format the Operator will review the information and follow up on any unanticipated changes.

Once the formal review and analysis is complete, the Operator will present the annual System Service Analysis to the HRCE.

The System Service Analysis will include the following data along with corresponding charts:

- Student Eligibility
- Number of Schools
- Route Time
- Route Distance
- Route Combination Summary
- Transportation Statistics
- Vehicle Utilization
- Student Distance Summary
- Student Ride Time

## **Collision Analysis**

HRCE will continually review and analyze all collisions that involve vehicles in the Service Fleet. Accidents will be reported on a Collision / Incident Report Form within 24 hours of the accident. If the accident has been deemed preventable, the operator will confirm the driver improvement measures they have taken as soon as possible with the driver involved in the accident.

The Operator will analyze the accident data and based on the findings, and if deemed appropriate, recommend course content for upcoming driver safety workshops or alternate remedies to address identified concerns.

## **Incident Analysis**

An incident is considered to be anything 'out of the norm' that occurs while the vehicle is en-route with students on board. All incidents will be reported on a Collision / Incident Report. HRCE will continually review and analyze all incidents that are reported to HRCE. The transportation provider will inform HRCE staff via email as soon as possible and then complete an incident report within 24 hours of the occurrence.

HRCE will analyze the data and based on the findings, and if deemed appropriate, will recommend an action plan to address identified concerns.

### Customer Complaint Analysis

In an effort to understand the expectations of our customers, HRCE staff will track complaints received from our customers; parents, students and HRCE staff. Complaints will be tracked and shared with the Operator. The Operator must respond to complaints and if appropriate, provide an action or improvement plan.

The Operator will analyze the data periodically to understand the unique expectations of the customer. The HRCE Transportation Team will assess the need to change or alter business practices which may include alternate or new ways of doing business. Any new initiatives will be presented to the HRCE Staff and the Operator along with any supporting data from the customer complaint database.

### Customer Service Survey

A customer service survey will be sent to all school principals. The survey will consist of a set of defined questions which will assist staff in determining any service gaps. The data will be analyzed, a communiqué summarizing the responses will be provided back to the school administrators.

### Annual Contract Management Calendar

Month	Task
<b>July</b>	Send out Compliance Checklist to Bus Operators Review prior school year performance measures: <ul style="list-style-type: none"> <li>• Accident Data</li> <li>• Customer Complaint Data</li> <li>• Incident Data</li> <li>• System Service Data</li> </ul>
<b>August</b>	Receive and verify Compliance Checklist Items Review of contractual obligations
<b>September</b>	Actual ridership confirmation Route Audits
<b>October</b>	System Service Analysis, October 31 <sup>st</sup> Route Audits, ongoing
<b>November</b>	Route Audits, ongoing
<b>December</b>	Route Audits, ongoing
<b>January</b>	Actual ridership confirmation Route Audits
<b>February</b>	Route Audits, ongoing
<b>March</b>	System Service Analysis –March 31 <sup>st</sup> Route Audits, ongoing Facility Audits
<b>April</b>	Route Audits Customer Service Survey – Principals Facility Audits
<b>May</b>	Route Audits
<b>June</b>	Route Audits
<b>Annual Check</b>	Analyze Collision Data Analyze Customer Complaint Data Analyze Incident Data

**SCHEDULE 4  
RATES**

Please see attached.

**[NTD: Insert Table of Extra Curricular Rates Payable]**

**SCHEDULE 5  
POLICIES AND PROCEDURES**

It is the expectation that the Operator is familiar with all of the HRCE's policies and procedures.

Bus drivers must be trained on the following policies and procedures, found on the HRCE website.

- Provincial School Transportation Policy
- B.010 Reporting Child Abuse and Neglect
- B.012 School and Bus Cancellation
- B.014 School Trips
- C.011 Medical Conditions – Assigned Health Care Needs of Students

The Operator is also expected to be familiar with the:

Provincial Inclusive Education Policy

Provincial School Code of Conduct Policy

Other Provincial mandates that apply to the HRCE and its service providers.

Proponents are advised that they will be subject to all applicable Policies & Procedures, including any new policies and procedures that may come into effect during the Term.

**SCHEDULE 6  
ANNUAL EMPLOYEE/CONTRACTOR CONFIDENTIALITY**

OPERATOR EMPLOYEE/CONTRACTOR CONFIDENTIALITY AGREEMENT

As an employee or contractor, you will be privileged to sensitive and confidential information. This might include personal information and/or medical information of the persons we transport (i.e. student's name, class / grade, photo image, medical notes, 911 address, mailing address, etc. hereafter collectively referred to as "**Personal Information**").

Any information that you do receive that is of this nature must be held in the strictest confidence and not be disclosed to third parties, other than in an emergency situation affecting the health and well-being of the student in question. A breach of confidentiality could result in disciplinary action.

The undersigned hereby acknowledges the above and in consideration of employment or engagement with the Operator, agrees to maintain Personal Information in confidence and shall not disclose same except as is otherwise set out above.

Signature of Operator Employee/Contractor: \_\_\_\_\_

Date: \_\_\_\_\_

Operator: \_\_\_\_\_

Operator Representative: (Initials) \_\_\_\_\_ Date: \_\_\_\_\_, 20\_\_\_\_

**SCHEDULE 7  
OFFENCE DECLARATION**

Offence Declaration

Name: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Position: \_\_\_\_\_ Route No: \_\_\_\_\_

I DECLARE, since the last Criminal Background Check collected by this company, as the case may be, or since the last Offence Declaration given by me to this company, that:

I have no convictions under the Criminal Code of Canada up to and including the date of this declaration for which a pardon has not been issued or granted under the *Criminal Records Act*.

OR

I have the following convictions for offences under the Criminal Code of Canada for which a pardon under the Criminal Records Act (Canada) has not been issued or granted.

List of Offences

1 Date: \_\_\_\_\_

Court Location: \_\_\_\_\_

Conviction: \_\_\_\_\_

2. Date: \_\_\_\_\_

Court Location: \_\_\_\_\_

Conviction: \_\_\_\_\_

**DATED at** \_\_\_\_\_, Nova Scotia, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Declared to be true, correct and complete.

\_\_\_\_\_  
Signature of Employee

It is a serious offence to make a false statement on this form. Doing so would lead to discipline up to and including termination of employment.

**SCHEDULE 8**  
**RFP #4280**

Please see attached.

**SCHEDULE 9  
ELEMENTS FOR MONTHLY ROUTE CALCULATIONS**

The HRCE spreadsheet of monthly Route calculations shall include all of the following elements for each Route, if and as relevant for such month of Services:

With respect to the current Service month:

- Route number;
- Route distance (in kilometers);
- the scheduled A.M. and P.M. start and end time of each Run per the Student Transportation Management Suite Route description;
- confirmation of whether a Bus Monitor is assigned to the Route;
- the number of days of Service to be provided;
- the Base Rate;
- the Extra Time Rate;
- the Distance Rate;
- the Fuel Rate;
- if applicable, the Tolls that will be required for each Route;
- If applicable the Monitor Labour Rate for any route requiring a Monitor;
- if applicable, the calculated total Tolls that will be required for each Route; and
- the calculated Total Daily Rate for each Route.

Wait Time (if applicable)

- For each Route requiring payment of the Wait Time Rate:
  - Route number;
  - Service Days requiring Wait Time;
  - The number of minutes of Wait Time for each Route on each Service Day; and
  - The total calculated Wait Time Rate.

Route / Run Verification (if applicable)

- For each Route requiring payment of the Route / Run Verification Rate:
  - Route Number
  - the Base Rate;
  - the Extra Time Rate;
  - the Distance Rate;
  - the Fuel Rate;
  - the calculated Total Daily Rate for such Route;
  - If applicable the calculated Monitor Labour Rate for any route requiring a Monitor; and
  - if applicable, the Tolls required for such Route / Run verification.

#### Early Call-Outs (if applicable)

- If applicable, the number of Early Call-Outs per Route, by Service Day.
- For each Early Call-Out:
  - The reason for the Early Call-Out and confirmation whether it affected every Route assigned to the Operator;
  - For each Route affected by the Early Call-Out:
    - The Route number;
    - Confirmation of whether a Bus Monitor is assigned to the affected Route;
    - the Bus Driver Labour Rate;
    - the Bus Monitor Labour Rate; and
    - the calculated total compensation for Early Call-Outs

#### Delayed Start (if applicable)

- If applicable, the number of Delayed Starts per Route, by Service Day.
- For each Delayed Start:
  - The reason for the Delayed Start and confirmation whether it affected every Route assigned to the Operator;
  - For each Route affected by the Delayed Start:
    - The Route number;
    - Confirmation of whether a Bus Monitor is assigned to the Route;
    - the Bus Driver Labour Rate;
    - the Bus Monitor Labour Rate; and
    - the calculated sum of compensation for Delayed Starts.

#### Service Halt Period (if applicable)

- If applicable, the number of Service Halt Period days per Route, by Service Day.
- For each Route temporarily cancelled during a Service Halt Period:
  - Route Number;
  - Service Days cancelled for each Route;
  - The Base Rate;
  - the calculated sum of Distance Rate and Fuel Rate for each such Route;
  - The total calculated sum of compensation for Routes subject to a Service Halt; and
  - The calculation of all Variable Rates previously charged to HRCE that were later subject to a Service Halt Period, to be credited to the HRCE.

#### Service Cancellation due to Operator Labour Dispute (if applicable)

- If applicable, the number of Service Days that a Route was not serviced due to an Operator Labour Dispute.
- For each Service Day a Route is not serviced on account of an Operator Labour Dispute:
  - the calculated Total Daily Rate (broken down by all individual components) for such Route, which were previously invoiced to the HRCE and will now be credited to HRCE;

Conclusion:

- The total calculated amount invoiced to the HRCE;
- The total calculated amount to be credited to the HRCE; and
- the Operator's business name, address, email address, telephone number, and HST registration number.