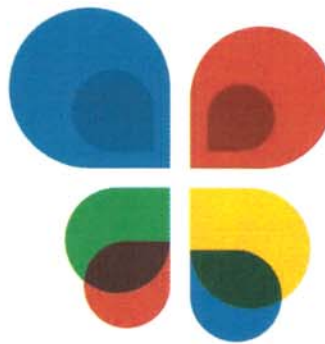


**The Greater St. Albert Roman
Catholic Separate School Division**
(Greater St. Albert Catholic Schools)

**6 St. Vital Avenue
St. Albert, Alberta
T8N 1K2**



**Greater St. Albert
Catholic Schools**

**Request for Quotation
for
Urban Transportation Services
St. Albert Ward**

RFQ #: 21-001

February, 2021

The Greater St. Albert Roman Catholic Separate School Division
6 St. Vital Avenue
St. Albert, Alberta
T8N 1K2

Request for Quotation
for
Urban Transportation Services
St. Albert Ward

Please note that responses to this RFQ must be received by **11:30:00 on Monday, March 15, 2021** at the address above, in accordance with the process set out in this RFQ.

The Greater St. Albert Roman Catholic Separate School Division
Attention: Lauri-Ann Turnbull
Transportation Supervisor

Please read all documentation enclosed carefully.

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IMPORTANT

It is the responsibility of all Respondents to carefully read all of the information and instructions, terms and conditions and schedules and forms prior to responding to this Request for Quotation. Once a quotation has been submitted, a Respondent will be bound by the terms and conditions set out herein.

Quotations that do not strictly comply with the information, instructions, terms and conditions may, in the discretion of Greater St. Albert Catholic Schools, not be considered and will be placed in a folder marked “Rejected” and returned to the Respondent.

CONFIDENTIALITY

The Request for Quotation documents remain the property of Greater St. Albert Catholic Schools and are provided to Respondents for the exclusive purpose of preparing and submitting a quotation. Reproductions are not permitted other than for the purposes of responding to the Request for Quotation.

GREATER ST. ALBERT CATHOLIC SCHOOLS REQUEST FOR QUOTATION

URBAN TRANSPORTATION

Part I

Information and Instructions *Page 1 of 3*

1. OVERVIEW

- 1.1 This Request for Quotation (“RFQ”) is issued by The Board of Trustees of Greater St. Albert Roman Catholic Separate School Division, a school board in the St. Albert area of the Province of Alberta (also referred to in this document as “Greater St. Albert Catholic Schools” or “the Board”).
- 1.2 Greater St. Albert Catholic Schools formed in 1995 after the amalgamation of three historic school jurisdictions. Catholic Education in the region dates back 150 years with the arrival of the Grey Nuns in St. Albert in 1863 providing schooling to seven orphaned children. Today, the Division provides Catholic Education to over 5,500 students in the municipalities of Morinville, St. Albert and Legal and some areas of Sturgeon County.

Operations 2020-2021 School Year

Superintendent:	Dr. Clint Moroziuk
Schools:	17 located in 3 municipalities (Morinville, Legal & St. Albert) with 1 Outreach location (St. Albert)
Students:	5,500
Trustees:	7 (4 in St. Albert ward; 2 in Morinville ward; and 1 in Legal ward)
Board Chair:	Mrs. Noreen Radford
Budget:	\$67.8 million

For more information, visit our website <http://www.gsacrd.ab.ca>
Under Navigation, choose About Us/Financial Documents

- 1.3 The Board is requesting quotations from individuals and organizations to provide bussing services as outlined herein.
- 1.4 Individuals or organizations who submit a quotation in response to this RFQ are hereinafter referred to individually as the "Respondent" and collectively as the "Respondents".
- 1.5 This competitive procurement will be conducted in accordance with the fundamental principle that the objective is to maximize the benefit to the Board, while offering members of the Respondent community a fair and equitable opportunity to participate.
- 1.6 The purpose for collecting the information in this RFQ is to enable the Board to ensure the accuracy and reliability of, and to enable the Board to evaluate, each Respondent's quotation. Authority for this collection arises under the *Education Act* (Alberta). Respondents may contact the Transportation Supervisor with any questions about the collection of information pursuant to this RFQ.

2. RESPONDENT QUESTIONS

- 2.1 For further information regarding this RFQ contact:

Ms. Lauri-Ann Turnbull, Transportation Supervisor
The Greater St. Albert Roman Catholic Separate School Division
6 St. Vital Avenue
St. Albert, Alberta, T8N 1K2
Phone: (780) 459-7711 (extension 113)
Email: lturnbull@gsacrd.ab.ca

- 2.2 Information obtained from any other source is not official and may be inaccurate.
- 2.3 Direct contact by a Respondent with any person employed by the Board without prior authorization by the person identified above may result in the Respondent's disqualification.
- 2.4 Respondent inquiries should be received at least seven (7) days prior to the Closing Time. Inquiries received after this date may not be responded to.

3. SUBMISSION OF QUOTATIONS

- 3.1 Quotations must be submitted on **Quotation Forms attached**, signed in full, in a **sealed** envelope, clearly marked "**Urban Bus Route Quotation – St. Albert Ward**" and returned to Greater St. Albert Catholic Schools addressed to the following:

THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION
ATTN: TRANSPORTATION SUPERVISOR
6 ST. VITAL AVENUE, ST. ALBERT, ALBERTA
T8N 1K2

- 3.2 Respondents are required to submit **two (2)** copies of their quotation, and the quotation must be submitted on the forms provided herein. Quotations must be provided via mail, courier or in person. Oral, telephoned, electronic or facsimile submissions will not be accepted and will not be considered.
- 3.3 All quotations shall be sealed, and shall be received at the address set out in this section, no later than **11:30:00 AM, Monday, March 15th, 2021** (the “Closing Time”). The Closing Time will be determined according to the time displayed on the receptionist’s computer in the main reception at the Board’s office at 6 St. Vital Avenue, St. Albert, Alberta
- 3.4 Sealed quotations will be date-stamped and the time of receipt will be noted on the envelope. The time of receipt shall be determined by the person receiving the quotation, and the notation as to the time of receipt made by that person shall be deemed correct for all purposes and may not be challenged by any Respondent.
- 3.5 It shall be the sole responsibility of the Respondent to ensure that the quotation is received at the aforementioned location by the aforementioned time. Quotations received after the specified Closing Time will not be considered and will be placed in a folder marked “Rejected” and returned to the Respondent.
- 3.6 All documents submitted to Greater St. Albert Catholic Schools become the property of Greater St. Albert Catholic Schools and will not be returned.

**GREATER ST. ALBERT CATHOLIC SCHOOLS
REQUEST FOR QUOTATION**

URBAN TRANSPORTATION

Part II

*Mandatory Terms and Conditions
Page 1 of 5*

Respondents should carefully read the following documentation prior to submitting a quotation. All terms and conditions of this RFQ are deemed to be accepted by the Respondent and incorporated by reference into its quotation.

1. GENERAL

- 1.1 It is the responsibility of all Respondents to read all instructions, terms, conditions, specifications and addenda attached herein. If clarification is required, it is the responsibility of the Respondent to obtain such clarification from the person named herein prior to the Closing Time.

2. RFO IS NOT AN ORDER TO PURCHASE

- 2.1 This RFQ should not be construed as a contract or order to purchase goods and services. The Board shall not be obligated in any manner to any Respondent until and unless a written agreement has been duly executed related to an approved quotation. The issuance of this RFQ does not constitute a commitment by the Board to award a contract or to pay any costs incurred in the preparation of a quotation.
- 2.2 By submitting a quotation, each Respondent agrees that it will not claim for damages, losses, or expenses or other legal relief in any court proceeding or other dispute resolution forum in respect of the within process (including but not limited to representations made or purported to have been made before, during or after the RFQ process and any post-RFQ negotiations) in contract, tort or other legal theory and each Respondent specifically waives as against the Board claims for loss of profit and loss of business opportunity.

3. ACCEPTANCE/REJECTION OF QUOTATION

- 3.1 The Board is not under any obligation to award a contract and reserves the right to terminate this RFQ process at any time in its sole and unfettered discretion prior to the execution of a contract with any successful Respondent.

- 3.2 Without limiting the generality of the foregoing, the Board shall have the right (but is not obligated) to cancel this RFQ process at any time prior to the execution of a contract with a successful Respondent:
- a) if all qualified quotations exceed the Board's allocated budget for the services; or
 - b) if a single response (i.e. a quotation from only one Respondent to the RFQ) is received.
- 3.3 The Board reserves the right to accept the quotation that it deems most acceptable, in its sole and unfettered discretion, including the right to accept or reject a non-compliant quotation. Notwithstanding anything else in this RFQ, the Board reserves the right, in its sole and unfettered discretion, to reject or accept any quotation, compliant or not, including the right to reject all quotations. The Board's discretion may be exercised by the Secretary Treasurer.
- 3.4 The quotation having the lowest cost or any quotation will not necessarily be accepted.

4. AMENDMENTS AND WITHDRAWAL OF QUOTATIONS

- 4.1 Any application by a Respondent to alter, amend or withdraw its entire quotation or any part or parts thereof shall be received by Greater St. Albert Catholic Schools at the address above prior to the Closing Time, and shall be labelled as a request to withdraw or alter a quotation. No alteration, amendment or withdrawal of a quotation will be considered unless submitted in writing in accordance with the instructions, terms and conditions governing this RFQ. **ELECTRONICALLY TRANSMITTED REVISIONS WILL NOT BE ACCEPTED.**

5. QUOTATION COMMITMENT

- 5.1 The Respondent agrees that by submitting a quotation, the quotation is irrevocable and is open for acceptance by the Board up to and including **Friday, April 30, 2021.**

6. CONFIDENTIALITY

- 6.1 The Respondent acknowledges that the *Freedom of Information and Protection of Privacy Act*, R.S.A. 2000, c. F-25 as amended ("*FOIP*") applies to all information and records relating to or obtained, generated, collected or provided under or pursuant to the terms and conditions of this RFQ.
- 6.2 The Respondent agrees to abide by the requirements of the *FOIP* in so far as it is applicable to the Respondent and the carrying out of the Respondent's duties or other obligations under or in connection with this RFQ or the contract.
- 6.3 The Respondent consents, and has obtained the written consent (where applicable) of any individuals identified in its quotation, to the use of the information in the quotation by the

Board, its employees and agents, to enable the Board to evaluate the quotation or use the information for a consistent purpose.

- 6.4 The Respondent shall protect the confidentiality and privacy of an individual's personal information accessible to the Respondent or collected pursuant to this RFQ or its quotation and any subsequent contract, in accordance with *FOIP*.
- 6.5 All documents submitted to the Board are subject to the protection and disclosure provisions of *FOIP*. While *FOIP* allows the right of access to records in the Board's custody or control, it also prohibits the Board from disclosing the personal or business information where disclosure would be harmful to the business interests or would be an unreasonable invasion of personal privacy as defined in *FOIP*. Respondents are encouraged to identify what portions of their submissions are confidential and what harm could reasonably be expected from its disclosure.
- 6.6 The records stipulated in this RFQ as being required or maintained or submitted by the Respondent may be subject to the protection and access provisions of *FOIP*. Should the Board receive a request for any of these records, it is the Respondent's responsibility to provide the records to the Board, at the Respondent's request, within three (3) calendar days from written notification from the Board.
- 6.7 The successful Respondent agrees to retain all records respecting this RFQ for at least one (1) year after the contract expires or is terminated.

7. NOTIFICATION OF CHANGES

- 7.1 All Respondents who are registered in the Alberta Purchasing Connection (APC) system will be notified of any changes, alterations, modification or cancellation of this RFQ through the APC system. All invited Respondents will be notified via email.

8. DEFAULT BY RESPONDENT

- 8.1 In the case of default by a Respondent under this RFQ, including the failure to enter into a contract as contemplated herein, the Board may enter into a contract with another interested party and pursue all available remedies against the Respondent, including, but not limited to holding the Respondent responsible for any excess cost occasioned by the Respondent's default.

9. GOODS AND SERVICE TAX

- 9.1 Quotations must be G.S.T. excluded unless stated otherwise. Where duty exemptions apply, exemption forms will be issued when requested. Applicable G.S.T. will be paid when invoiced as required by current legislation.

10. SIGNING OF QUOTATION BY RESPONDENT

- 10.1 Each and every quotation shall be signed by the Respondent or its employee, servant, or agent who shall be a person who has full and complete knowledge of all the matters set forth therein and who shall be duly authorized and responsible for the signing and approving of such quotation.
- 10.2 Quotations by a corporation must specify the full legal name of the corporation followed by the signatures of the duly authorized signing officer(s) and must have the corporation's seal affixed (if the corporation has a seal).

11. QUOTATION INELIGIBILITY

- 11.1 Without limiting the Board's discretion to accept a non-compliant quotation in the sole discretion of the Board or its designate, any quotation which is incomplete, conditional or obscure, or which in any way fails to conform to the requirements of the RFQ, or which contains alterations, erasures or irregularities of any kind, may be rejected by the Board or its designate in its sole discretion.

12. LIABILITY FOR ERRORS

- 12.1 The representations in the RFQ documents are provided mainly for general information of the Respondents and are not in any way warranted or guaranteed by or on behalf of the Board. All prospective Respondents are urged to conduct their own investigations into material facts, and the Board shall not be held liable or accountable for any error or omission in any part of this RFQ.

13. BOARD'S CONDITIONS PRECEDENT

- 13.1 It is a condition of this RFQ that:
 - a) The Board of Trustees of Greater St. Albert Catholic Schools make a decision to award the contract to the successful Respondent; and
 - b) The Board of Trustees of Greater St. Albert Catholic Schools ratify any agreement entered into with the successful Respondent.

14. LIMITATION OF LIABILITY

- 14.1 Notwithstanding anything else in the RFQ documents, the Board shall not be responsible in any event for any cost, expense or liability incurred by any or all of the Respondents (including the costs incurred in the preparation of any quotation), including consequential damages, loss or profit, loss of anticipated profit and loss of opportunity.

15. LEGISLATIVE COMPLIANCE

- 15.1 The successful Respondent shall comply with the provisions of all applicable Federal, Provincial and municipal laws, ordinances, regulations and codes (including procurement of all required permits or certificates) applicable to the performance and provision of the goods and services contemplated in this RFQ and any contract entered into as a result thereof including the *Occupational Health and Safety Act*, S.A. 2017, c. O-2.1, as amended, and the codes and regulations thereunder.
- 15.2 The successful Respondent must be licensed to conduct business in the Province of Alberta and as otherwise required by all relevant legislation governing the performance and provision of the goods and services contemplated in this RFQ and any contract entered into as a result thereof.
- 15.3 The successful Respondent must be registered with the Worker's Compensation Board and have satisfied all assessment requirements as of the date the RFQ is submitted and as of the Closing Time. Once successful, the successful Respondent shall forthwith provide evidence of compliance and good standing with all Workers' Compensation Board requirements, which in any event shall be provided no later than the effective date of the commencement of the contract contemplated herein.
- 15.4 The Respondent shall indemnify, defend and hold harmless the Board for any claims, loss or damage (including legal fees on a solicitor-client basis) due to any non-compliance with the terms and/or conditions of this RFQ.

**GREATER ST. ALBERT CATHOLIC SCHOOLS
REQUEST FOR QUOTATION**

URBAN TRANSPORTATION

Part III

*Quotation Evaluation & Contract
Page 1 of 3*

1. SELECTION PROCESS

Screening

- 1.1 Upon receipt of Respondents' quotations, an evaluation team will screen each quotation to determine compliance with the requirements of this RFQ.
- 1.2 The evaluation team is not under any obligation to accept or recommend a quotation received and reserves the right to terminate this evaluation process at any time in its sole and unfettered discretion.
- 1.3 Without limiting the generality of the foregoing, the evaluation team shall have the right (but is not obligated) to cancel this RFQ process at any time prior to the execution of a contract with a successful Respondent if:
 - a) all qualified quotations exceed the Board's allocated budget for the procurement of the goods and services; and/or
 - b) a single response (i.e. a quotation from only one Respondent to the RFQ) is received.
- 1.4 The evaluation team reserves the right to recommend acceptance of any quotation that it deems in its sole and unfettered discretion, including the right to accept or reject a non-compliant quotation. The quotation having the lowest cost shall not necessarily be recommended. Notwithstanding anything else contained in this RFQ, the evaluation team reserves the right, in its sole and unfettered discretion, to reject or accept any quotation, compliant or not, including the right to reject all quotations.

Evaluation Criteria

- 1.5 Greater St. Albert Catholic Schools shall be comparing quotations based on the information contained in the submitted Quotation Forms and as otherwise required in the RFQ documents. The Board will evaluate quotations in its sole and unfettered discretion and may choose any quotation which it feels is in the Board's best interests. Without limiting the generality of the foregoing, the following criteria may be considered in the evaluation of quotations (not necessarily in order of importance):

Safety weighted 30% (including but not limited to the points below)

1. Safety compliance record from Alberta Infrastructure (Carrier Profile)
2. Written safety program including demerit monitoring program
3. Hiring policies
4. Written maintenance program
5. Safety record for the past 3 years
6. Insurance coverage
7. Drug and Alcohol Policy

Pricing weighted 40% (including but not limited to the points below)

1. Proposed price
2. Number, type, age, condition and capacity of busses

Service level weighted 15% (including but not limited to the points below)

1. Proven ability of the Respondent to provide a high quality of efficient, effective service
2. References
3. Current driver experience
4. Expertise and qualifications
5. Ability to facilitate special needs students
6. Understanding and ability to adhere to Board's policies and procedures

Business Health weighted 15% (including but not limited to the points below)

1. Company profile (including organizational strength, company assets, facilities, maintenance facilities and vehicle replacement policy);
2. Banking references
3. Location and type of maintenance facilities and staff

- 1.6 Following completion of the evaluation, a recommendation will be made to the Board of Trustees regarding the award of the contract. Respondents will be notified in writing whether they have been successful.

General

- 1.7 To assist in the evaluation of the quotations, the Board may, in its discretion, but is not required to:
- a) Conduct reference checks with any or all of the references cited in a quotation or other persons not listed in a quotation and verify any and all information regarding a Respondent, including its directors, officers and key individuals and the Board may rely on and consider any relevant information from such references or investigations in the evaluation of quotations;
 - b) Seek clarification or rectification of a quotation from any or all of the Respondents and consider such supplementary information in the evaluation of quotations;
 - c) Request interviews or presentations with any, all or none of the Respondents to clarify any questions or considerations based on the information included in the quotation.

2. CONTRACT

- 2.1 Upon acceptance of a quotation, the successful Respondent will be required to enter into a written contract in the form and content attached hereto as Schedule B, which for greater clarity, will incorporate the general terms and conditions set out in Part IV of this RFQ.
- 2.2 The contract referred to above may be revised or amended only upon the written consent of the parties, which consent may be unreasonably withheld. If for any reason the Board determines that it is unlikely to reach final agreement with the successful Respondent, the Board may terminate the discussions with the successful Respondent and proceed in any manner that the Board may decide, in consideration of its own best interests, including:
- a) Terminating the RFQ process entirely; or
 - b) Inviting one of the other Respondents to enter into a contract with the Board.

GREATER ST. ALBERT CATHOLIC SCHOOLS
REQUEST FOR QUOTATION
URBAN TRANSPORTATION

Part IV

Scope and Supply Page 1 of 7

1.OBJECTIVE

- 1.1 To provide for the transportation of students within the St. Albert Ward for Greater St. Albert Catholic Schools.

2.CONTRACT PERIOD

- 2.1 The contract period will be for three (3) school years commencing August 1, 2021 and end July 31, 2026.

3.RATE

- 3.1 The rates quoted by the Respondent are those to be charged for the 2021-2022; 2022-2023; 2023-2024; 2024-2025 and 2025-2026 school years respectively. Transportation to be provided under these specifications shall be for regular bus transportation services only. While other types of transportation services (i.e. extra-curricular field trips, etc.) may be requested by the Board from the Respondent, they shall not be considered to be part of this RFQ.

4.DEFINITIONS

- **“M.R.C.”** means the Manufacturer’s Rated Capacity.
- **“Basic Daily Rate”** means the fixed amount to be paid on a daily basis.
- **“Attendance Areas/Transportation Service Area”** means the area in which the destination school(s) that the route serves is located.

5. PERMITS AND LICENSES

- 5.1 The Respondent shall comply with the laws of Alberta, and must maintain valid permits and licenses as required by law for the execution of services pursuant to the contract.

6. REQUIRED SERVICES

- 6.1 Attached to this RFQ as Schedule A and Schedule A.1 are categories for quotation and an overview of the Division’s bus size and requirements for the 2020-2021 school year.

- 6.2 Respondents are required to comply with Greater St. Albert Catholic Schools policy and procedures relative to transportation of students in force from time to time.

7. CONTRACT

- 7.1 The successful Respondent will be required to enter into a contract with Greater St. Albert Catholic Schools, in the form attached to this Request for Quotations as Schedule B.
- 7.2 The Respondent shall not assign, transfer or subcontract any of its rights, burdens, duties or obligations under the contract without the prior written permission of Greater St. Albert Catholic Schools.

8. PAYMENT OF SERVICES

- 8.1 Greater St. Albert Catholic Schools will pay the Respondent for approved services, within thirty (30) days after receipt of invoices.

9. ADDITIONS, DELETIONS AND CHANGES

- 9.1 Greater St. Albert Catholic Schools reserves the right to change the routes, the number of routes and the size of bus required at any time, in its discretion (acting reasonably), provided that if the number of bus routes is reduced then the Board will provide fourteen (14) days notice of such reduction. If additional buses are required, the Board may, at its discretion:
- a) Require the Respondent to provide them under the conditions and rates quoted; or
 - b) Issue a request for quotations.
- 9.2 Routes to be traveled during the term of the contract shall be as approved by Greater St. Albert Catholic Schools, approximately August 15th of each year and revised by Greater St. Albert Catholic Schools from time to time as required in the Board's sole discretion.

10. CLOSING OF SCHOOLS

- 10.1 Greater St. Albert Catholic Schools shall not be obligated to pay the Respondent on those days when the school(s) served by the Respondent is closed for students for any reason.

11. SAFETY PROGRAM

- 11.1 The Respondent shall plan and implement a comprehensive bus safety and bus evacuation program. Details of the program, including a driver's handbook and all policies relating to safety must be enclosed with the quotation. The cost of such safety program is to be borne by the Respondent.

12. INSURANCE

- 12.1 The Respondent shall at its own expense effect and keep in effect insurance required pursuant to the terms of the contract.

13. RESPONDENT'S PERSONNEL

- 13.1 The Respondent recognizes that, for the protection of students, drivers and other persons who have contact with students and their families must be of stable personality, of temperate nature, and of high moral character. Greater St. Albert Catholic Schools requires that all Respondent personnel mentioned above provide:
1. Driver record abstracts;
 2. Criminal record checks;
 3. Child Intervention Check;
 4. First Aid/CPR Certificates; and
 5. Class 1 or 2 Drivers License with "S" Endorsement & MELT.
- 13.2 Expenses related to the above listed items shall be borne by the Respondent.
- 13.3 The Respondent shall ensure that all Respondent personnel meet these qualifications, and shall provide documentation to demonstrate any of these qualifications upon request by Greater St. Albert Catholic Schools.
- 13.4 All personnel assigned to provide services under the contract shall be subject to continuous approval by Greater St. Albert Catholic Schools.

14. OTHER PERSONNEL

- 14.1 In addition to such other management and supervisory personnel as may be required to perform services hereunder, the Respondent shall designate one or two people as Project Director(s). These people shall be available during all working hours of school days, from the time of the first pick up to the time of the last drop off, for the purpose of handling problems and responding to questions. These people shall have the authority to act in all operating matters covered by the Contract.
- 14.2 The Respondent shall provide the name and phone of such representative(s) to Greater St. Albert Catholic Schools.

15. ACCIDENT REPORTS

- 15.1 All accidents which involve the Respondent's equipment and personnel while in operation pursuant to the Contract shall be reported to Greater St. Albert Catholic Schools immediately after the Respondent becomes aware of same. Reports may be delivered verbally but a written report which includes all pertinent information must be provided by the Respondent as soon as reasonably possible after each occurrence, but in no event later than:
- a) three (3) business days after the accident in the case of an accident in which there is no personal injury to a student; or

- b) the same business day of the accident in the case of an accident where there is personal injury to a student.

16. BUS CONDITION

- 16.1 All busses used to carry out the Respondent's obligations under the contract must meet or exceed all Provincial Regulations and D250 standards. All busses will be a school bus as described in the CSA Standard D250 - 16 as amended or replaced from time to time as issued by the Canadian Standards Association.
- 16.2 All buses operating in an alternating RED Light Zone within the Greater St. Albert Catholic School boundaries must be equipped with a pedestrian crossing arm.
- 16.3 For the purposes of Section 16.3 above, RED Light Zone means all areas within the Greater St. Albert Catholic School boundaries (excluding the City of St. Albert) where it is mandatory to use eight light warning systems along with a crossing arm when loading or unloading students.

17. SPECIAL EQUIPMENT REQUIREMENTS

- 17.1 If, during the period of the contract, any modifications or installation of equipment is required due to a change in the law or applicable rules and regulations, such modification or installation shall be made by the Respondent as required. Cost of such modifications or installations shall be borne by the Respondent.
- 17.2 Wheelchair vehicles shall be provided by the Respondent as required to transport pupils requiring such special vehicles. These vehicles must meet current code guidelines (forward or rear facing) and use an occupant lap belt and a four (4) point securing system at a minimum. Electrically operated lift location shall be in accordance with applicable legislative requirement and such lifts should have a safety lap and manual pump override system. All wheelchair buses must have a ramp for emergency evacuation.
- 17.3 All buses that provide transportation to the Board must have GPS (Global Positioning System), ZONAR (Student Tracking software), and 1080P interior cameras installed at the Respondent's expense. The Respondent will ensure the Board has unlimited access to these systems and the resulting data and recordings. Data and recordings shall be maintained for a period of time to be agreed to by the Respondent and the Board.
- 17.4 The Respondent shall permit the Board to install such other equipment as the Board deems necessary in all buses providing transportation services and ensure that buses with any equipment provided by or paid for by the Board are used in the provision of transportation services for the Board and not transferred for use by other Respondent clients or contracts. All such equipment shall remain the property of the Board and be either uninstalled and returned to the Board or purchased by the Respondent at fair market value upon termination of the contract.

18. DOCUMENTATION

- 18.1 All quotations must be submitted on the Quotation Forms enclosed in the prescribed format. No additional terms, discounts or alternative pricing method may be offered by the Respondent. Where a form is not provided, the Respondent will provide the requested information and/or documentation on a separate page attached to the forms to complete the Respondent's quotation.
- 18.2 the Respondent is fully responsible for the accuracy of the calculations in the quotation. No revisions or withdrawals will be allowed after the closing of the quotation, and all revisions must comply with the mandatory terms and conditions set out in this Request for Quotation.
- 18.3 Prices included in the quotation shall apply for the 2021-2022; 2022-2023; 2023-2024; 2024-2025; and 2025-2026 school years.
- 18.4 The following shall form the sole documentation defining the nature of the contract between the successful Respondent and the Board:
- a) the contract attached hereto as Schedule B;
 - b) the RFQ; and
 - c) the quotation.
- 18.5 The provisions of this Request for Quotation, and the representations made by the Respondent in the Respondent's quotation, are deemed to be incorporated into the contract attached to this Request for Quotation, which will be entered into between Greater St. Albert Catholic Schools and the successful Respondent.

19. QUALIFICATIONS

- 19.1 The Respondent must be licensed to conduct business in the Province of Alberta and as otherwise required by all relevant legislation and must provide proof of same.
- 19.2 There is no prequalification process, however, Respondents not having a previous working relationship with the Board must provide a minimum of three (3) references.
- 19.3 Respondents must include as part of their quotation:
- a) A company profile including an organizational chart which includes all employees;
 - b) An overview of company assets, facilities, maintenance facilities (location and type) and vehicle replacement policy;
 - c) Written maintenance policy/program;
 - d) Written safety policy/program;
 - e) Safety compliance record from Alberta Infrastructure (Carrier Profile);
 - f) A list of school board(s) for which they have provided service, the length of time the Respondent has provided service to the school board(s), a telephone number, and the contact name of the individual with whom they dealt;

- g) Specifics of the expertise and qualifications of the Respondent in providing school bussing services;
- h) Number and type of vehicles owned, including age, mileage and rated capacity;
- i) Evidence regarding the condition of busses (internal and external reports);
- j) Evidence of type and limits of insurance coverage;
- k) Specifics of the experience of current drivers;
- l) Hiring policies for future drivers;
- m) Drug and alcohol policy;
- n) Demerit monitoring program;
- o) A letter of reference from their banking institution;
- p) Ability to work with and accommodate special needs passengers; and
- q) Safety record for the past three (3) years.

20. PRIVACY LEGISLATION

20.1 The successful Respondent will be required to comply with the privacy requirements of Part 2 of *FOIP* insofar as it applies to the Respondent's operations and the personal information the Respondent has access to, collects, or uses in providing the services under the contract.

20.2 *FOIP* imposes an obligation on the Respondent to protect the privacy of individuals whose information may be involved in meeting the contract requirements. The Respondent will be required to protect the confidentiality and privacy of each individual's personal information accessible to the Respondent or collected under the contract.

20.3 The Respondent acknowledges that information and records maintained or submitted by the Respondent may be subject to the protection and access provisions of *FOIP*. If Greater St. Albert Catholic Schools receives a request for any of these records, the Respondent shall forward the records, at the Respondent's expense, to Greater St. Albert Catholic Schools. The Respondent agrees to retain all records for at least one year after the contract expires or is terminated.

THIS CERTIFICATION MUST BE SIGNED BY ALL RESPONDENTS

I/We have read and understand Parts I, II, III and IV, Schedules A, A.1 and B and the Forms attached to this Request for Quotations, and agree thereto and have stated herein the prices at which we will furnish goods/services as specified. I/We certify that the prices quoted herein have been independently determined.

Dated: _____, 2021

Signature: _____

Name: _____

Please Print

Title: _____

Company Name: _____

WCB Number: _____

GST Number: _____

Address: _____

Postal Code: _____

Phone No.: _____

Email: _____

SCHEDULE "A"

GREATER ST. ALBERT CATHOLIC SCHOOLS REQUEST FOR QUOTATION

URBAN TRANSPORTATION

CATEGORIES FOR QUOTATION

Page 1 of 3

Respondents may submit a quotation on one or any combination of the categories.

CATEGORY 1

Fixed Bus Runs – Kindergarten to Grade 12 (within the St. Albert Ward 1)

1. 2021-2022 – maximum 178 instructional days; 2022-2023 – maximum 178 instructional days. The instructional days for the remaining years of the Contract will be based on the Division Instructional Calendar which will not exceed 200 days per school year.
2. Approximately 34 buses transporting approximately 3000 students.
3. Buses complete single, double and triple runs.
 - (a) Daily flat rate per vehicle – in the City limits.
 - (b) Daily flat rate per vehicle - rural.
4. Subject to minor route and time changes during the year.
5. Kindergarten students are to be transported one way with the elementary students on an a.m. run.
6. Fixed bussing will utilize 72 passenger vehicles on collector routes whenever student ridership requires.
7. Bus drivers are expected to have the student scan their bus passes when students board and disembark the bus.
8. Brief description of the vehicles including make, year, size, fuel, communication system and safety equipment must be provided by the Respondent as part of the Quotation.

CATEGORY 2

Kindergarten Noon Bus Runs (within the St. Albert Ward 1)

1. 2021-2022 – maximum 178 instructional days; 2022-2023 – maximum 178 instructional days. The instructional days for the remaining years of the Contract will be based on the Division Instructional Calendar which will not exceed 200 days per school year.
2. Approximately 3 buses transporting Kindergarten students on noon hour runs.
3. Single, double or triple noon hour run.
4.
 - (a) Daily flat rate per vehicle – in the City limits
 - (b) Daily flat rate per vehicle - rural.
5. Five day weeks.
6. New routes are established in the summer, based on new registrations.
7. Subject to numerous changes during the year.
8. Kindergarten bussing will utilize 72 passenger vehicles when student ridership requires.
9. A brief description of the vehicles including make, year, size, fuel, communications and safety equipment must be provided by the Respondent as part of the Quotation.

CATEGORY 3

Special Consideration

1. Maximum of 185 instructional days.
2. Approximately 65 students, Kindergarten to Grade 12 students on single, double and triple runs.
3. Daily flat rate per vehicle, within the St. Albert Ward 1
4. Requires door to door transportation and the shortest possible ride times.
5. Usually involves students transferred to an alternate school to access a program not available in their designated school.
6. May be combined with students in other schools/programs for transport purposes, where feasible.
7. Subject to numerous changes during the year.
8. Special consideration routes will utilize 20, 24, 36 or 54 passenger buses.
9. A brief description of the vehicles including make, year, size, fuel, communication system and safety equipment must be provided by the bidder as part of the Quotation.

CATEGORY 4

Special Consideration - Out of Division

1. Approximately 7 students all to locations in the City of Edmonton.
2. Daily flat rate per vehicle.
3. Requires door to door transportation and the shortest possible ride times.
4. Students are severely disabled and could be in wheelchairs or require a walker.
5. May be combined with children in other programs for transport purposes, where feasible.
6. Seat belt restraints may be required for some.
7. A brief description of the vehicles including make, year, size, fuel, communication system and safety equipment must be provided by the bidder as part of the Quotation.

**SCHEDULE “A.1”
GREATER ST. ALBERT CATHOLIC SCHOOLS
REQUEST FOR QUOTATION**

URBAN/RURAL TRANSPORTATION

ST. ALBERT WARD 1 FIXED BUS ROUTES FOR 2020-2021

ST. ALBERT WARD				
Bus #	Bus Capacity	S/D/T	Kilometres	Urban/Rural
1A	72	D	63	Urban
3A	72	D	62	Urban
4A	72	D	41	Urban
6A	72	D	45	Urban
7A	72	D	80	Urban /Rural
8A	72	S	25	Urban
10A	72	D	52	Urban
11A	72	D	58	Urban
12A	72	D	55	Urban
13A	72	D	72	Urban /Rural
14A	72	D	70	Urban / Rural
15A	72	D	72	Urban
18A	72	S	81	Rural
19A	72	D	130	Urban/Rural
20A	72	D	52	Urban
22A	72	D	42	Urban
23A	72	D	37	Urban
25A	72	S	51	Rural
27A	72	S	77.9	Rural
28A	72	S	62	Rural
29A	72	D	48	Urban
31A	72	D	48	Urban
32A	72	S	53	Rural
33A	72	S	66	Rural
35A	72	D	137	Rural/urban
42A SN	WC	T	76	Specialized support

**S/D/T = Single, Double or Triple Runs*

SCHEDULE "B"

AGREEMENT FOR TRANSPORTATION SERVICES

THIS AGREEMENT entered into this _____ day of _____,
2021.

**THE BOARD OF TRUSTEES OF
THE
GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL
DIVISION
(hereinafter referred to as "THE BOARD")**

-and -

Of the First Pa

(hereinafter referred to as "**THE CONTRACTOR**")

AGREEMENT

WHEREAS the Board is required to arrange for transportation of students to and from their respective schools within the jurisdiction of the Board, pursuant to the provisions of the *Education Act* S.A. 2012, c. E-0.3 or successor legislation and amendments thereto; and may provide for the transportation of students to and from other locations as required from time to time;

AND WHEREAS the Contractor is the owner of school buses and other motor vehicles and desires to enter into an agreement to provide transportation services to the Board within the Board's jurisdiction and other locations as required from time to time, pursuant to the terms of this Agreement;

AND WHEREAS the Board and Contractor have agreed to have the Contractor provide the said transportation for passengers on the terms and conditions hereinafter set forth;

NOW THEREFORE the parties hereto agree as follows:

1. DEFINITIONS

1.1 In this Agreement:

- a) **"Agreement"** means this Agreement, together with any amendments hereto or extensions hereof, provided that such amendments or extensions are in writing and signed by each of the parties.
- b) **"Applicable Laws"** means all applicable provisions of laws, statutes, rules, regulations, official directives and orders of all federal, provincial, municipal and local government bodies (whether administrative, legislative, executive or otherwise) and judgments, orders and decrees of all courts, commissions or bodies exercising similar functions having application to the activities governed by this Agreement or binding upon the parties hereto in relation to the activities of the parties hereto;
- c) **"Basic Daily Rate"** means the fixed amount to be paid on a daily basis;
- d) **"Designated Route"** means a route designed by the Board for a designated school within its boundaries;
- e) **"Driver(s)"** means the Contractor, any employees of the Contractor or individuals who contract with the Contractor to provide driving services;
- f) **"Effective Date"** means the date of this Agreement first written above;
- g) **"M.R.C."** means the Manufacturer's Rated Capacity.

- h) **“Operational Days”** means the days that schools are in operation for the instruction of students, in a School Year;
- i) **“School Year”** means the year as set by the Board annually; and
- j) **“Transportation Services”** means the provision of motor vehicles, Drivers and any other ancillary or collateral service required to transport passengers to and from schools and other locations required in each School Year on Operational Days and other days, according to the Designated Routes set out in Appendix “A” or as may be amended by the Board, as well as other routes or destinations as requested by the Board.

2. PREAMBLE AND APPENDICES

2.1 The parties herein confirm and ratify matters contained and referred to in the Preamble to this Agreement and agree that the same and the appendices attached hereto are expressly incorporated into and form part of this Agreement.

2.2 The appendices to this Agreement are as follows:

- a) Appendix “A” – Equipment, Routes and Rates;
- b) Appendix “B” – RFQ Extracts; and
- c) Appendix “C” – Quotation Extracts

3. SERVICES

3.1 Subject to the other provisions hereof, throughout the Term, the Contractor agrees to perform and provide the Transportation Services.

3.2 In providing the Transportation Services, the Contractor shall:

- a) comply with all Applicable Laws;
- b) ensure the safe, convenient and comfortable transportation of passengers;
- c) provide the Transportation Services to the highest industry standards; and
- d) comply with the policies and procedures of the Board which the Contractor has been given notice of from time to time.

- 3.3 The Contractor shall at all times maintain a written comprehensive bus safety and evacuation program. The details of the Contractor's safety program, including a driver's handbook and all policies relating to safety should be provided to the Board upon request. The cost of such safety program is to be borne by the Contractor.
- 3.4 With respect to motor vehicles, the Contractor shall:
- a) use the motor vehicles described in Appendix "A" to provide the Transportation Services or provide, at the Contractor's own expense, suitable alternate motor vehicles that meet the same standards as outlined in this clause 3.4 when the Contractor's usual motor vehicles are not operating in accordance with these standards or when the Contractor's usual motor vehicles are, in the opinion of the Board, not in good working order, roadworthy or in a clean or sanitary condition;
 - b) provide motor vehicles that comply with current CSA Standard D250-16 as amended, for School Buses as issued by the Canadian Standards Association;
 - c) ensure that all motor vehicles providing Transportation Services in an alternating RED Light Zone within the Greater St. Albert Catholic School boundaries are equipped with a pedestrian crossing arm;
 - d) maintain its motor vehicles in a good and safe condition to ensure the safety and comfort of passengers transported, including proper heating, ventilation and cleanliness;
 - e) make any modifications or installation of equipment required due to a change in Applicable Laws or applicable policies, rules and regulations at the Contractor's own expense;
 - f) provide wheelchair vehicles as required to transport passengers requiring such special vehicles. These vehicles must meet current code guidelines (forward or rear facing) and use an occupant lap belt and a four (4) point securing system at a minimum. Electrically operated lift location shall be in accordance with applicable legislative requirement and such lifts should have a safety lap and manual pump override system. All wheelchair vehicles must have a ramp for emergency evacuation;
 - g) ensure all motor vehicles providing Transportation Services have GPS (Global Positioning System), ZONAR (Student Tracking software), and 1080p interior cameras installed at the Contractor's own expense. The Contractor shall ensure that the Board has unlimited access to these systems and the resulting data and recordings. Data and recordings shall be maintained for a period of time to be agreed to by the Respondent and the Board;
 - h) permit the Board to install such other equipment as the Board deems necessary in all motor vehicles providing Transportation Services and ensure that any motor vehicles with any equipment provided by or paid for by the Board are used in the provision of Transportation Services and not transferred for use by other Contractor clients or contracts.

All such equipment shall remain the property of the Board and either be uninstalled and returned to the Board or purchased by the Contractor at fair market value upon termination of this Agreement;

- i) obtain mandatory semi-annual mechanical safety inspections by a qualified, certified mechanic (in addition to any safety or mechanical inspections required by Applicable Law) and submit copies of all reports to the Board immediately upon completion of such inspections;
- j) keep in good standing any inspection certificate and/or commercial inspection report issued by the operator of the inspection station for each motor vehicle; and
- k) upon request of the Board, provide a written copy of the Contractor's motor vehicle maintenance plan, safety plans, inspection reports, and maintenance records for each of the motor vehicles used for the Transportation Services.

3.5 With respect to Drivers, the Contractor shall:

- a) as employer of the Drivers, abide by the *Occupational Health and Safety Act* SA 2017 cO-2.1 or successor legislation and amendments thereto;
- b) at all times ensure that its Drivers and other employees involved in providing the Transportation Services comply with the requirements of the *Occupational Health and Safety Act* and regulations thereunder;
- c) ensure the Driver of each motor vehicle providing Transportation Services shall:
 - 1. only travel along the route designated by the Board, only pick up passengers designated by the Board only at the stops designated by the Board, and deliver them to the school not less than five (5) minutes prior to the commencement of classes at that school;
 - 2. be at the school at school closing, to pick up the said passengers and convey them to their respective stops along the route;
 - 3. Be familiar with the Greater St. Albert Catholic Schools Bus Handbook and comply with the information within this handbook;
 - 4. Make no commitments to passengers, passenger families or any other person in authority over a passenger with respect to varying routes, stop locations or schedules;
 - 5. maintain order and discipline and use reasonable care to protect all passengers and others transported pursuant to this Agreement. The Contractor shall ensure Drivers immediately report any problematic passenger behaviour to school administration;
 - 6. carry out a daily walk-around of the motor vehicles, as per the Alberta Transportation School Bus Driver's Guide (Professional Driver's Handbook for Large Trucks, Tractor Trailers, Ambulances, Taxis and Buses);

7. be trained to the highest industry standards and are at all times responsible, courteous, competent and qualified to operate the motor vehicles used to provide the Transportation Services;
8. possess or obtain the following requisite qualifications:
 - a. Driver record abstracts;
 - b. Criminal record checks;
 - c. Child Intervention Check;
 - d. First Aid/CPR Certificates; and
 - e. Class 1 or 2 Drivers License with "S" Endorsement & MELT.

The Contractor shall ensure that all Drivers meet these qualifications, and shall provide evidence of the above at the commencement of this Agreement, upon a new Driver being hired by the Contractor, or upon the request of the Board;

- d) maintain and enforce a policy of zero-tolerance for operating motor vehicles under the influence of drugs and alcohol, in any quantity or level of impairment;
- e) immediately replace any Driver who no longer has the requisite qualifications or no longer meets the specified requirements for operating a motor vehicle used to provide Transportation Services or who otherwise is deemed unsuitable by the Board.
- f) in the event that one of its Drivers is charged with a driving offence under applicable legislation and/or is charged with a criminal offence that affects the safety of passengers or students, directly or indirectly, the Contractor will immediately:

1. inform the Board; and
2. deem that Driver ineligible from driving passengers of the Board,

until the matter is resolved to the mutual satisfaction of the Contractor and the Board.

- 3.6 The Contractor represents that all Drivers and other employees of the Contractor (i.e. dispatch) will comply with the terms and conditions of this Agreement while providing the Transportation Services.
- 3.7 The Contractor agrees that the transportation of passengers shall be done in a timely and orderly fashion.
- 3.8 The Contractor shall provide Transportation Services only for those passengers who are designated by the Board to be transported by the Contractor.
- 3.9 The Contractor shall ensure that all requests for variations to routes, stop locations, and schedules are directed to the Board and neither the Contractor nor any Driver or other employee or contractor of the Contractor shall purport to speak for or represent the Board on any matters relating to routes, stop locations, or schedules.

- 3.10 The Contractor agrees that for the purpose of child safety and protection, all personal information of passengers is confidential and all information regarding passengers will be dealt with in compliance with the *Freedom of Information and Protection of Privacy Act* ("FOIP").
- 3.11 The Contractor represents that Workers' Compensation coverage is in effect for the Transportation Services. The Contractor shall provide proof of Workers' Compensation coverage in the form of an account number and certificate to the Board. The Contractor's Workers' Compensation account shall be kept in current and good standing by the Contractor for the duration of this Agreement, and the Contractor agrees to provide confirmation of payment of premiums forthwith upon request of the Board.
- 3.12 The Contractor represents and covenants to and with the Board that:
- a) the Contractor and its employees have all equipment, expertise, knowledge and training required to perform the Transportation Services skillfully, competently, safely and without danger to themselves or to others;
 - b) the Contractor and its employees shall perform the Transportation Services skillfully, competently, safely and without danger to any persons or property whatsoever;
 - c) the Contractor and its employees will honestly and diligently perform the Transportation Services in good faith with a view to the best interests of the Board and at all times exercise the professionalism, care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances;
 - d) the Contractor shall hire, train, maintain, utilize and properly supervise sufficient, qualified and competent personnel to carry out its duties hereunder;
 - e) the Contractor shall obtain, comply with, satisfy and obtain all such licensing, approvals, consents and legislative and regulatory approvals as may be required by any governmental or other authority having jurisdiction over the Contractor's operations;
 - f) the motor vehicles used to carry out the Transportation Services will be suitable for carrying out the Transportation Services and will comply with all Applicable Laws;
 - g) copies of all Roadside Inspections (VIR's) performed by enforcement agencies, be submitted to the Board's Transportation Supervisor within two (2) working days of the inspection or immediately if any repair is required for the motor vehicle or if there is any operating deficiency noted, whether it required repair or not; and
 - h) it will follow and comply with all policies, rules and procedures made by the Board, as amended from time to time, including carrying out evacuation drills for all of the Board's schools using the rear emergency exits. Evacuation drills must be scheduled each year, in consultation with the Board's Transportation Supervisor.

- 3.13 The Contractor shall hire or provide from its employees such managers, supervisors and workers as are required to perform the Transportation Services hereunder and shall be solely responsible for, and shall pay when due, all wages, benefits, safety programs, Workers' Compensation, source deductions and payroll administration associated with such employees and, without limitation shall be responsible for the supervision, selection, training and dismissal (with proper notice or payment in lieu) of any and all such employees.

4. TERM

- 4.1 The term of this Agreement shall commence on August 1, 2021, and unless otherwise terminated in accordance with the terms of this Agreement, shall end on July 31, 2026.

5. DEFAULT AND TERMINATION

- 5.1 The Contractor or Board may terminate this Agreement at any time, without reason, by giving the other Party one hundred and twenty (120) days written notice of termination.
- 5.2 The Board may terminate this Agreement without notice and without compensation upon the happening of any of the following events:
- a) if the Contractor becomes insolvent, acknowledges insolvency, is assigned into or petitioned into bankruptcy, voluntarily declares bankruptcy, is ordered to be wound-up by a court of competent jurisdiction, makes a general assignment for the benefit of its creditors, or if a liquidator, receiver and manager or trustee in bankruptcy is appointed by the Contractor;
 - b) if the Contractor or any of the employees of the Contractor commits any act calculated to cause, or which in fact causes any damage or discredit to the Board;
 - c) if the Contractor or any of the employees of the Contractor engage in conduct that is a marked departure from the standards which responsible and competent individuals or contractors providing the Transportation Services conduct themselves;
 - d) if the Contractor or any of the employees of the Contractor transport passengers in an unsafe or careless manner;
 - e) if the Contractor or any of the employees of the Contractor fail to comply with any terms or conditions of this Agreement;
 - f) if the Board no longer receives sufficient funds (transportation specific funding from the Government of Alberta and user fees) sufficient to cover its obligations under the remaining portion of the term of this Agreement; or
 - g) if the Contractor's license to operate is suspended by Alberta Transportation or any other such government agency which has statutory powers to suspend said license.

- 5.3 The Board shall advise the Contractor in writing of the reasons for a termination pursuant to section 5.2, as well as the effective date of the termination.
- 5.4 An election to terminate this Agreement under this section shall not limit in any way the Board's recourse to any remedies to it available at law, equity or otherwise, and in no event shall the Contractor be relieved of any of its obligations accruing prior to the effective date of such termination.

6. COMPENSATION

- 6.1 In consideration for the Transportation Services provided in accordance with this Agreement, the Board shall pay the Contractor according to the rates set out in Appendix "A".
- 6.2 Contractor compensation is payable within thirty (30) days after receipt of an invoice submitted by the Contractor to the Board which shall be submitted no later than the last day of each month or upon termination of this Agreement, such invoice to be sent to the attention of the Board's Transportation Supervisor.
- 6.3 The rates payable in Appendix "A" do not include GST, and GST is therefore payable in addition to those rates.
- 6.4 When one motor vehicle of the Contractor covers two (2) or more Designated Routes or portions thereof in a day, only one Basic Daily Rate per day shall be paid by the Board.
- 6.5 The Contractor must not accept or receive any additional compensation for the Transportation Services provided to the Board, other than the amounts paid by the Board in accordance with the terms of this Agreement.
- 6.6 The Board may withhold payment of any monies payable to the Contractor while the Contractor is in default of any provision in this Agreement, in addition to any other remedies the Board may wish to pursue.
- 6.7 In the event the Contractor fails to use the motor vehicles or their equivalent described in Appendix "A" to provide the Transportation Services, the Board may engage another motor vehicle, and the associated costs will be deducted from any monies payable to the Contractor.
- 6.8 The Contractor shall not be paid additional compensation for using motor vehicles equivalent to or with a higher M.R.C. than those described in Appendix "A" to provide the Transportation Services.
- 6.9 The Board will not hold the Contractor liable for any refusal or failure to provide the Transportation Services if such failure or refusal is caused by hazardous weather conditions.
- 6.10 The Contractor shall not be paid for any day:
- a) that educational services are not provided to students in schools due to a strike by School Division staff or a lockout by the Board;

- b) that the Transportation Services are not required due to inclement weather, impassable roads, or in hazardous weather conditions as determined by the Transportation Supervisor of the Board;
 - c) when the school is not in operation because of parent/teacher interviews or in lieu days due to parent/teacher interviews, or due to teacher preparation days or teachers' convention days;
 - d) if the school is closed by order of the Board; or
 - e) any other day when the school is not in operation.
- 6.11 Any adjustment for over payment of monies to the Contractor may be made by the Board at any time, notwithstanding that full payment for Transportation Services may have already been made to the Contractor.

7. REPORTS & SERVICE INFORMATION

- 7.1 The Contractor shall provide the Board with information and reports as may be required by the Board from time to time regarding the Transportation Services provided by the Contractor.
- 7.2 The Contractor shall deliver the following accurate information to the Board's Transportation Supervisor on the forms provided, by October 5th after the start of each School Year:
- (a) general information regarding the Transportation Services provided by the Contractor;
 - (b) the names of the Drivers of the motor vehicles; and
 - (c) confirmation of the list of passengers picked up at each stop as of September 30th each year
- 7.3 The Contractor must immediately notify the Board's Transportation Office in the event a route is delayed by 10(ten) minutes or more or the Contractor is unable to pick up passengers on any given day.
- 7.4 The Board may, when it deems appropriate to do so, conduct an evaluation of the Contractor and its Drivers and based upon this evaluation the Contractor shall forthwith make any alterations, improvements or corrections the Board may deem desirable or necessary.
- 7.5 The Board shall have the right to inspect without prior notice:
- (a) all motor vehicles used by the Contractor to transport passengers for the Board;
 - (b) all records of the Contractor pertaining to buses, maintenance of buses, safety provisions, and licensing; and

(c) records pertaining to the Contractor's Drivers.

- 7.6 The Board may utilize its own employees or such other person or persons as it deems fit to carry out the inspections. In the event that such inspections reveal any fault, defect, mechanical or otherwise in respect of any motor vehicle, the Contractor shall be deemed to have committed an act of default and the Board shall be entitled to terminate this Agreement pursuant to the terms of this Agreement.
- 7.7 The Contractor shall advise the Board immediately of the occurrence of any accident related to the provision of the Transportation Services. The Contractor shall ensure that a written report providing all relevant details of the accident is sent to the Board as soon as possible, and in no event later than: (a) three (3) business days after the accident in the case of an accident in which there is no personal injury to a passenger; or (b) the same business day of the accident in the case of an accident where there is personal injury to a passenger.
- 7.8 The Contractor shall advise the Board immediately upon receipt of any third party claim or complaint related to the provision of the Transportation Services. The Contractor shall ensure that a written report providing all relevant details of the third party claim or complaint and the underlying incident is sent to the Board as soon as possible, and in no event later than three (3) days after receipt of the claim or complaint.
- 7.9 The Contractor shall provide the Board with all reports and other information required by the Board from time to time regarding the Transportation Services provided by the Contractor. If reports are delinquent, the Board reserves the right to withhold remuneration due until the report(s) is received.

8. INSURANCE

- 8.1 The Contractor shall carry, with an insurance provider satisfactory to the Board:
- (a) Commercial General Liability insurance with a minimum amount of Five Million Dollars (\$5,000,000) per occurrence;
 - (b) Automobile Liability Insurance with a minimum amount of Twenty Million Dollars (\$20,000,000) per occurrence with:
 - 1. a minimum of Twenty Million Dollars (\$20,000,000) primary coverage with respect to SEF 6B and a minimum of Twenty Million Dollars (\$20,000,000) primary coverage with respect to SEF 6C; or
 - 2. a combination of primary and excess layers to a minimum of Twenty Million Dollars (\$20,000,000).

- 8.2 All insurance policies shall name the Board as an additional insured. Further, the Contractor shall produce to the Board evidence of the placement and maintenance of such insurance, and shall supply any and all changes in insurance plans to the Board. Should the Contractor receive notice that any of the above-described insurance policies will be cancelled before the expiration date thereof or will not be renewed upon expiry, the Contractor will immediately provide notice to the Board and arrange for replacement insurance at least thirty (30) days prior to such termination or expiration.
- 8.3 The Contractor shall give the Board written confirmation of the required insurance coverage prior to the Contractor providing the Transportation Services, and annually thereafter or at any other time upon the request of the Board.
- 8.4 Failure of the Contractor to have the required insurance coverage in effect at any time shall result in this Agreement being terminated without notice and without compensation by the Board.

9. INDEPENDENT CONTRACTOR

- 9.1 The Parties agree that no oral agreement or provisions of this Agreement shall be construed so as to constitute the Contractor or employees of the Contractor as being the agents, servants or employees of the Board. The Contractor or employees of the Contractor shall have no authority to make any statements, representations or commitments of any kind, or take any action, which may be binding upon the Board, except as may be authorized in writing by the Board.
- 9.2 The Contractor or employees of the Contractor shall not be nor be deemed to be employees of the Board, and shall not be eligible for or participate in any of the Board's employee benefit programs. The Contractor shall at all times be deemed to be an independent contractor, and consequently, no deductions whatsoever will be made from the compensation payable to the Contractor, including:
- (a) For employee benefits of the Contractor such as disability insurance, health and pension plans. Provision for any such benefits for the personnel or dependents shall be the sole responsibility of the Contractor.
 - (b) For Employment Insurance, Canada Pension Plan, Income Tax and Occupational Health and Safety or any other matter whether similar or not, and the payments and establishment of accounts for the referred to matters shall be the sole responsibility of the Contractor.

In addition, the Contractor shall fully indemnify the Board against all costs the Board may incur including legal fees in challenging, paying or otherwise dealing with any claims with respect to premiums, penalties, compensation, benefits, or damages by the Contractor, Contractor's employees or others.

10. LIABILITY

- 10.1 The Contractor shall fully indemnify the Board harmless from and against any and all action, cause of action, proceeding, claim, liability, debt, demand, loss, damage, cost or expense of any nature whatsoever which may be brought against or sustained or incurred by the Board (including legal fees on a solicitor-client basis) arising from or related to the breach by the Contractor of this Agreement, the acts or omissions of the Contractor, or the provision of the Transportation Services.
- 10.2 Without limiting the generality of the foregoing, the Contractor shall indemnify the Board for any financial loss or damages, direct or indirectly associated with the Contractor's failure to comply with the terms and conditions of this Agreement including the failure of the Contractor to place and maintain the required insurance coverage or for any fine levied against the Board in accordance with the *Occupational Health and Safety Act* related to the Contractor's provision of the Transportation Services.

11. DESIGNATED ROUTES

- 11.1 The Board has the sole authority to establish and set the path for each Designated Route.
- 11.2 The Board shall be at liberty to make changes to a Designated Route and to transfer students from one route to another or from one area or division to another without consultation with the Contractor.
- 11.3 Nothing contained in this Agreement shall convey to the Contractor a right of ownership or any other interest in any Designated Route or other route for which the Transportation Services are provided.

12. ASSIGNMENT

- 12.1 This Agreement shall not be assigned by the Contractor without the written consent of the Board which consent may be withheld in the sole discretion of the Board.
- 12.2 This Agreement may be assigned by the Board.

13. NOTICES

- 13.1 Any notices to the Board or Contractor must be in writing and shall be valid and effective if personally delivered or if sent by pre-paid registered mail. Any notice given by registered mail shall be deemed to have been received three (3) days after it was mailed. In the event of a disruption in the mail service, all notices must be by personal delivery. The addresses of the parties for the purpose of notices are:

a) The Board: The Board of Trustees of The Greater St. Albert
 Roman Catholic Separate School Division
 6 St. Vital Avenue
 St. Albert, Alberta T8N 1K2

 Attention: Transportation Supervisor

b) The Contractor: _____

14. FOIP

- 14.1 The *Freedom of Information and Protection of Privacy Act* ("FOIP") applies to all information and records relating to, or obtained, generated, collected or provided under or pursuant to this Agreement.
- 14.2 For the records and information possessed or obtained by the Contractor in connection with, under or pursuant to this Agreement, the Contractor agrees to conduct itself to a standard consistent with FOIP when providing the services or carrying out the duties or other obligations of the Contractor under this Agreement.
- 14.3 The Contractor is responsible for ensuring complete compliance of its employees and agents with all terms and conditions related to protection of privacy. In the event that the Contractor becomes aware of a breach of any of these terms or conditions, it shall notify Board immediately in writing.
- 14.4 Neither the Contractor, the Contractors' employees or agents, may collect any personal information (as defined in FOIP) unless the collection is specifically authorized under this Agreement or the collection is expressly authorized by the Board in writing in advance of any collection.
- 14.5 The Contractor shall not either directly or indirectly use any personal information, which may come into its possession or knowledge except as may be necessary for the performance of the services provided by the Contractor under this Agreement. Any other uses for any other purpose other than those set out in this Agreement must be expressly authorized by Board in writing in advance of the use. At the termination of this Agreement the Contractor, the Contractor's employees and agents shall not use any personal information obtained, collected or compiled howsoever, as a result of this Agreement for any other purpose.
- 14.6 The Contractor shall ensure that no use or disclosure be made of the personal information obtained by or provided to Board for any purpose other than what is needed to carry out this Agreement unless the Contractor has received prior express written authorization for doing so from Board.

15. GENERAL

- 15.1 The Board shall have the right to deduct from all payments under this Agreement any and all amounts required by the laws of the Province of Alberta and the laws of Canada applicable therein to be withheld in accordance with the applicable provisions of such law.
- 15.2 If any provision of this Agreement is held by a court or arbitrator to be invalid, illegal, or incapable of being enforced by reason of any rule of law or public policy, all other provisions of this Agreement shall, nevertheless, remain in full force and effect. No provision of this Agreement shall be deemed dependent on any other provision unless expressly so stated herein.
- 15.3 The mandatory terms and conditions of the Request for Quotation and the scope and supply in the Request for Quotation (attached hereto as Appendix "B"), the representations of the Contractor made in the response to the Request for Quotation (attached hereto as Appendix "C"), form part of this Agreement. The foregoing documents embody the entire Agreement between the Parties, superseding any prior Agreement, either oral or in writing, and may only be amended by a subsequent written instrument signed by both Parties.
- 15.4 In the event there is an inconsistency or discrepancy between the terms of the Request for Quotation, the Contractor's response to the Request for Quotation and this Agreement, the most stringent or highest standard or the term or standard most beneficial to the Board (in the Board's sole discretion) will govern.
- 15.5 The failure of either party to insist in any one or more instances upon the performance of any of the terms and conditions of this Agreement, shall not be construed as a waiver or relinquishment of any right granted hereunder of the future performance of any such term, covenant, or condition, and the obligation of either Party with respect thereto shall continue in full force and effect. Any forbearance by the Board to seek a remedy for any breach by the Contractor shall not be a waiver by the Board of its rights and remedies with respect to any subsequent breach.
- 15.6 This Agreement shall be construed and enforced in accordance with the laws of the Province of Alberta and the laws of Canada applicable therein, and the Parties do hereby irrevocably attorn to the jurisdiction of the courts of the Province of Alberta.
- 15.7 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the Board, but only to the heirs, successors or assigns of the Contractor with the written consent of the Board pursuant to section 12.1.
- 15.8 Any word or words in this Agreement importing the singular shall include the plural and vice versa.
- 15.9 The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.
- 15.10 This Agreement may be executed in counterparts, each of which when so executed shall constitute an original and all of which together shall constitute one and the same Agreement, which shall be sufficiently evidenced by either original counterpart.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this _____ day of _____, 2021 in the CITY of _____ in the Province of Alberta.

**THE BOARD OF TRUSTEES OF
THE GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION**

Per: _____

Corporate Seal

CONTRACTOR

Per: _____

Per: _____
Witness

Per: _____

Per: _____
Witness

APPENDIX "A"
EQUIPMENT, ROUTES AND RATES

[To be developed based on the Contractor's quotation.]

**APPENDIX “B”
RFQ EXTRACTS**

APPENDIX “C” QUOTATION EXTRACTS

FORM "A"
GREATER ST. ALBERT ROMAN CATHOLIC SEPARATE SCHOOL DIVISION URBAN
TRANSPORTATION PROPOSAL QUOTATION FORM

ST. ALBERT WARD
2021-2022 to 2025-2026

(Vendors may bid on one or any combination of the categories)

CATEGORY		PROPOSED RATE 21-22	PROPOSED RATE 22-23	PROPOSED RATE 23-24	PROPOSED RATE 24-25	PROPOSED RATE 25-26
1	Fixed Bus Runs					
a	St. Albert Ward Urban: Daily flat rate per vehicle					
b	St. Albert Ward Rural: Daily flat rate per vehicle					
2	Kindergarten Mid-Day Runs					
a	St. Albert Ward 1 Urban: Daily flat rate per vehicle					
b	St. Albert Ward 1 Rural: Daily flat rate per vehicle					
3	Specialized supports					
a	St. Albert Ward 1 Urban: Daily flat rate per vehicle					
b	St. Albert Ward 1 Rural: Daily flat rate per vehicle					
4	Specialized supports (Out of Division)					
a	St. Albert Ward 1 Urban: Daily flat rate per vehicle					
b	St. Albert Ward 1 Rural: Daily flat rate per vehicle					

Date: _____

Contractor Name (please print): _____

Signature: _____

*See Schedule A to the RFQ.

FORM “B”

Company Profile