



NORTHLAND SCHOOL DIVISION NO.61

Transportation Services Agreement

BETWEEN

THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION

AND

FOR ROUTE _____ IN THE COMMUNITY OF _____

FOR THE

2021-2022, 2022-2023, 2023-2024

SCHOOL YEARS

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TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT entered into this ____ day of _____, 20____

BETWEEN:

The Board of Trustees of Northland School Division
(hereinafter referred to as the "School Division"),

OF THE FIRST PART,

- and -

[insert name of legal entity or person]
(hereinafter referred to as the "Contractor")

OF THE SECOND PART,

WHEREAS the School Division is required to arrange for the transportation of students to and from their respective schools pursuant to the provisions of the *Education Act* R.S.A. 2012, c.E-0.3;

AND WHEREAS the School Division may provide for the transportation of students and other individuals to and from schools within the jurisdiction and to other locations as required from time to time;

AND WHEREAS the Contractor is the owner of school buses and desires to provide transportation services to the School Division within the school board's jurisdiction and other locations as required from time to time;

NOW THEREFORE THE PARTIES enter into this Agreement and desire to set out the terms and conditions of the relationship for their mutual benefit as follows:

SECTION 1 - TERM

- 1.1 This agreement shall continue in full force and effect from Aug 23, 2021 to and including June 30, 2024, unless extended or renewed by the Parties or terminated in accordance with the terms of this Agreement.
- 1.2 That the Contractor will convey to and from the school situated in _____ all students that the Transportation Department directs him to convey on Bus Route .

SECTION 2 - DEFINITIONS

- 2.1 "School Year" means the year as determined by the Board in its Annual School Year Calendar.
- 2.2 "School Days" means the days that schools are in operation for the instruction of students in a school year.
- 2.3 "Driver" means the Contractor, any employees of the Contractor or individuals who contract with the Contractor to provide driving services.

2.4 "Short Route" means a route that is planned to take 4 or less hours to complete.

2.5 "Long Route" means a route that is planned to take more than 4 hours to complete.

SECTION 3 - THE SERVICE AND ROUTES

3.1 The School Division engages the Contractor to provide buses and certain services to transport students and other individuals to and from schools and other locations required in each school year on school days and other days (altogether referred to as "Transportation Services") as requested by the School Division.

3.2 The School Division has the sole authority to establish and set the boundaries of each route within the jurisdiction and shall identify each route assigned to the Contractor (hereinafter referred to as a "Designated Route"). School bus routes are subject to change with respect to actual driving distance, location and weighted loads during the school year.

3.3 The School Division shall provide a passenger list, with updates throughout the year with any changes that occur, upon signature of this Agreement.

3.4 The School Division shall be at liberty to make changes to any Designated Route and to transfer students from one Designated Route to another. The School Division shall inform the Contractor of all changes to a Designated Route.

3.5 The Contractor shall provide service only for those students as directed by the Transportation Department.

3.6 If changes to the Designated Route increase or decrease the route length by 5 kilometres or more daily, either party shall be entitled to an equitable adjustment on the rate of payment upon written demand by the other party, according to Schedule "A" which is attached hereto and forms a part of this Agreement.

3.7 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.

3.8 The School Division shall be responsible for identifying the students to be transported and shall supply the Contractor with route plans, stopping points and bell times. Any proposed changes regarding students to be transported, route changes, stopping points or timetables shall not be implemented without prior approval of the School Division or its authorized agents which for all purposes of this agreement shall be the Transportation Department.

3.9 The Contractor or Bus Driver shall before the start of the school year, complete a dry run to confirm stop times so they can make an introductory phone call to the families.

At the beginning of each school year, Bus Drivers are expected to make a phone call to introduce themselves to each family on the bus run. The call helps to build a relationship and make parents feel more comfortable about putting their children on the bus.

Topics to discuss during the call:

- a) Introduce yourself as the bus operator for the student
- b) Inform the parent of the route number, pick up time and stop location
- c) Remind the parent that students are expected to be at the bus stop location 3-5 minutes prior to the bus arriving.
- d) Your contact information
- e) Ask about any allergies, medical conditions, or special considerations to be aware of.
- f) Remind parents to watch NSD website for route cancellations and download the StopFinder App

During the school year, make verbal contact as required with parents on route changes affecting them, change in driver, change in pick up or drop off time and student discipline.

- 3.10 The Driver shall participate and cooperate with the School Division or its Designated Representative in carrying out practice evacuation drills at least two (2) times during the school year per the Division's instructions as follows:
 - (a) the first drill on or before September 30th
 - (b) the second drill after January 1st but prior to the last day of February.
- 3.11 All practice evacuations shall be carried out on School property either prior to the commencement of or immediately after the conclusion of a school day. Following a practice evacuation drill the Contractor shall provide the Transportation Department with the corresponding documentation.
- 3.12 The Contractor shall, on or before Sept 1st of each school year, provide to the Transportation Manager a list stating the serial number, year, make, passenger capacity fuel type and vehicle license number of all school buses used from time to time by the Contractor pursuant to this agreement and shall notify the Transportation Department of any vehicle additions or deletions to the list throughout the term of this Agreement.
- 3.13 The Contractor shall provide to the Transportation Department by September 30th of each School Year the following;
 - a) Copy of the Contractor's Safety Fitness Certificate
 - b) Copy of the Contractor's Carrier Profile
 - c) Completed Bus Route Assessment
 - d) Practice Evacuation Drills
 - e) Odometer Reading
 - f) Route Confirmation

Failure to provide this safety information may result in payment being withheld until received, or other appropriate remediation.

- 3.14 Each month during the Term of this Agreement or upon request, provide to the Transportation Department a completed attendance list that accurately indicates the school days in which each registered student rode the bus.
- 3.15 With respect to **school buses**, the Contractor shall:
- (a) provide, at the Contractor's own expense, Transportation Services which have the passenger capacity described in Schedule "A" and which conform to all Federal, Provincial, Municipal, Board, County and other statutes, regulations, bylaws or policies regarding school buses, in particular and the *Traffic Safety Act* and the *Occupational Health and Safety Act* R.S.A. 2000, c.O-2, as amended from time to time.
 - (b) provide school buses that comply with current CSA Standard D250 as amended for School Buses as issued by the Canadian Standards Association.
 - (c) maintain its school buses in a satisfactory state of repair to ensure the safety and comfort of students and other individuals transported, including proper heating, ventilation and cleanliness;
 - (d) In the event that the Contractor's school bus does not operate because of mechanical breakdown or other unexpected circumstances the Contractor shall provide at their own expense, another school bus or buses to convey pupils in accordance with this agreement, and shall insure that transportation is available to transport pupils home in the afternoon; who may have arrived at school by other means.
- 3.16 With respect to **Drivers**, the Contractor shall:
- (a) ensure compliance from its Drivers and other employees with all Federal, Provincial, Municipal, Board, County and other statutes, regulations and by-laws in effect at any time, regarding the licensing of drivers including but not limited those adopted pursuant to the *Traffic Safety Act* as amended from time to time;
 - (b) as employer of the Drivers, abide by the *Occupational Health and Safety Act*;
 - (d) ensure that its Drivers are currently qualified to operate the school buses used to provide the Transportation Services;
 - (e) Ensure that all employees of the Contractor that may be in direct contact with Students do not have criminal convictions, for which a pardon has not been granted, which would in any way jeopardize or threaten the welfare or safety of the students, including but not limited to activities involving minors, drugs or illegal substances, firearms, violence or sexual offences. In the event that the Contractor or any Driver is charged with an offence under the Criminal Code of Canada, Narcotic Control Act or Food and Drug Act, or any other offence which would in any way jeopardize or threaten the welfare or Safety of the Students, the said Driver

shall not provide Transportation Services under this Agreement until such charge or charges have been dismissed or are withdrawn prior to a determination by a court of law.

- (e) ensure that its Drivers possess or obtain the following requisite qualifications and shall provide documentation to the Transportation Department annually, or upon written request, to demonstrate that each of these qualifications have been met:
 - (i) current operator's licenses that has an "S" Endorsement (school bus endorsement);
 - (ii) An annual Child Welfare System Check;
 - (iii) clean Driver Record Abstract completed every year;
 - (iii) clean Criminal Record Check, completed at least every three (3) years;
 - (iv) current First Aid and CPR certificates;
 - (f) The Contractor agrees to immediately replace any Driver who no longer has the requisite qualifications or no longer meets the specified requirements for operating a school bus used to provide transportation service.
 - (g) The Contractor agrees that in the event that one of its drivers is charged with a driving offence under Provincial legislation and/or is charged with a criminal offence that affects the safety of students, directly or indirectly, the Contractor will immediately agree to the following until the matter is resolved to the mutual satisfaction of the Contractor and the School Division:
 - (i) inform the Transportation Department; and
 - (ii) deem that driver ineligible from driving students of the School Division,
- 3.17 The Contractor hereby acknowledges that they are aware and will abide by the provisions of the Transportation Compliance in Alberta document and the National Safety Code and will ensure compliance with said programs. The Contract represents that a written safety and maintenance program shall be kept active and in effect for the duration of this agreement and a copy of such programs shall be provided to the Transportation Department upon request.
- 3.18 The Contractor hereby acknowledges that they are aware of and will abide by the provisions of the Traffic Safety Act and associated Regulations. They will abide by the *Hours of Service Regulation* and will ensure their bus drivers are trained to ensure compliance and show due diligence in terms of fatigue management.
- 3.19 The Contractor hereby ensures that all School Division Policies and Administrative Procedures (available at www.nsd61.ca or at the transportation office) respecting the transportation of students as may be made from time to time by the School Division and administered by the Superintendent or designate, and the Transportation Manager for the School Division, are observed in the performance of this Agreement.
- 3.20 The Contractor represents that all employees of the Contractor (i.e. dispatch) will comply with the terms and conditions of this Agreement while providing the Transportation Services.

- 3.21 The Contractor agrees that the transportation of students to and from school shall be done in a timely and orderly fashion. The Contractor shall ensure that students arrive at school not less than five (5) minutes prior to the commencement of classes. At the end of the school day, the Contractor shall ensure that the school bus arrive 15 minutes prior to school dismissal, or as required.
- 3.22 The Contractor agrees that for the purpose of child safety and protection, all personal information of students is confidential and all information regarding students will be dealt with in compliance with the *Freedom of Information and Protection of Privacy Act* (FOIP Act).

SECTION 4 - PAYMENT

- 4.1 In consideration for the Transportation Services provided in accordance with this Agreement, the School Division shall pay the Contractor according to the rates and upon the conditions specified in Schedule "A" attached hereto and forms part of this Agreement. Such payment will be made within 30 days of receiving an invoice from the Contractor upon completion of work performed.
- 4.2 Advances must be requested in writing to the Transportation Department prior to September 1st of each year during this Agreement and will only be paid in September.
- 4.3 The rates payable in Schedule "A" do not include GST, and GST is therefore payable in addition to those rates payable.
- 4.4 Invoices submitted are required to outline any adjustments in the length of route, days service was not provided and any other changes regarding transportation service provided.
- 4.5 The Contractor must not accept or receive any additional compensation for the Transportation Services provided, other than the amounts paid by the School Division in accordance with the terms of this Agreement.
- 4.6 The School Division 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 School Division may wish to pursue.
- 4.7 In the event the Contractor fails to use the school buses or their equivalent alternative described in Schedule "A" to provide the Transportation Services, the School Division may engage another school bus, and the associated costs will be deducted from any monies payable to the Contractor.
- 4.8 The Contractor shall not be paid additional compensation for using school buses with a higher manufacturer's rated capacity than those described in Schedule "A" to provide the Transportation Services.
- 4.9 Any adjustment for over payment of monies to the Contractor may be made by the School Division at any time, notwithstanding that full payment for Transportation Services may have already been made to the Contractor for the year. The Contractor will have a three-month period to pay back any

monies that were overpaid to him/her. However, all monies owing must be collected before the end of the current fiscal year (Aug 31) in which the overpayment was made.

- 4.10 Subject to the terms of his agreement, the School Division estimates that it will require Transportation Services from the Contractor for One Hundred Eighty (180) days during each school year under this agreement. The School Division does not guarantee a minimum number of days for payment purposes. Payment will be based on actual operational days.

SECTION 5 - STUDENT DISCIPLINE

- 5.1 The Contractor agrees to ensure that all school bus drivers are trained to and maintain order and discipline at all times in accordance with any policy or directive of the Northland School Division or its agent governing the same.
- 5.2 The Contractor and its school bus drivers shall treat the Students kindly, respectfully and impartially and shall report those Students who refuse to obey a driver to the principal of the school the student attends.
- 5.3 The School bus driver shall report to the principal, no later than the following day of an occurrence, any safety concerns, incident or improper conduct, improvements in behavior or exceptional conduct on the part of any student. The Contractor shall use the "Student Misconduct Form" provided by the Northland School Division to track and report student behaviour.
- 5.4 Within ten operational days of the start of each school year, the school bus driver shall develop and maintain a seating plan assigned to each student on the bus ("Assigned Seating Plan") and a copy shall be provided to each Principal on the route and the Transportation Department. The Assigned Seating Plan shall be periodically updated from time to time and the updated copy shall be provided to each Principal on the route and the Transportation Department. The Assigned Seating Plan shall be made available to all substitute bus drivers.
- 5.5 The Contractor agrees that the School Division is not responsible for any damages caused by students to the School Bus.

SECTION 6 - DIVISION SUPPORTS

- 6.1 Bus Monitors must be approved by the Student Services Department to receive approval for a bus monitor to ride the bus. Requests for bus monitors will be evaluated on an annual basis.
- 6.2 First aid may be offered through the School Division at the local school.
- a) If First Aid is not offered at the local school in time to ensure all driver's maintain current certification, the School Division will reimburse \$75.00 towards the cost of obtaining the certificate.
- 6.3 Northland School Division will access Driver's Abstracts as required.
- 6.4 Daily Inspection Books will be provided by the Transportation Department, to a maximum of 10 books per route annually.

- 6.5 Time Log Books will be provided by the Transportation Department, to a maximum of 1 book per route annually.

SECTION 7 - OCCUPATIONAL HEALTH AND SAFETY

- 7.1 The Contractor acknowledges it is aware of the provisions of, and that it is considered an employer as defined in, the *Occupational Health and Safety Act*, R.S.A. 2000, c. 0-2 as amended from time to time.
- 7.2 The Contractor agrees that it shall 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.
- 7.3 The Contractor further acknowledges that it is hereby appointed the prime contractor for the purposes of the operation of the *Occupational Health and Safety Act*, all for the purpose of ensuring compliance with the safety regulations, both for itself and Drivers or employees involved in providing the Transportation Services contemplated by this Agreement.
- 7.4 The Contractor further agrees that it shall bring to the attention of all of its Drivers and employees the relevant provisions of the *Occupational Health and Safety Act* and any regulations thereunder.

SECTION 8 - ACCESS ONTO PRIVATE PROPERTY

- 8.1 Contractors or Bus Drivers shall not enter private property without written consent from the Transportation Department. Exceptions are made if there is a visible imminent threat to the safety of the student.
- 8.2 Certain students require pick up and drop off from private property. The School Division has sought the consent of these students' parents to allow the school bus to access the private property for pick up, drop off and turnaround. This consent is not intended to address personal injuries, damage of any kind whatsoever caused or sustained by the Contractor. If the Contractor wishes to obtain its own consent, it must do so independent of the School Division.

SECTION 9 - DISPUTE RESOLUTION

- 9.1 The Parties shall attempt in good faith to resolve any dispute arising out of this agreement. If the matter has not been resolved within thirty (30) days of a request for negotiation, either party may pursue other legal remedies.

SECTION 10 - DEFAULT AND TERMINATION

- 10.1 The School Division may terminate this Agreement at anytime, without reason, by giving the Contractor thirty (30) days written notice of termination.
- 10.2 The Contractor may terminate this agreement at anytime, without reason, by giving the School Division sixty (60) days written notice of termination.

- 10.3 The School Division may terminate this Agreement without notice and without compensation in the following circumstances:
- (a) for breach of contract
 - (b) when 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;
 - (c) 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 School Division;
 - (d) 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;
 - (e) The Contractor or any of the employees of the Contractor transport students or other individuals in an unsafe or careless manner;
 - (f) If the Contractor fails to maintain insurance or Workers' Compensation Board insurance coverage required to be maintained by it pursuant to the terms and conditions of this Agreement, or if the Contractor gives notice that it intends to cancel its insurance;
 - (g) The Contractor furnishes or uses a school bus which does not conform to the requirements in this Agreement, or
 - (h) If the Contractor or any of the employees of the Contractor fail to comply with any terms or conditions of this Agreement;
 - (i) 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.
 - (j) If the School Division no longer receives funding from the Government of Alberta sufficient to cover its obligations under the remaining portion of the term of this Agreement.
- 10.4 The School Division may suspend the Contractor without notice and without compensation from continuing to provide the Transportation Services in the following circumstances:
- (a) The Contractor or employees of the Contractor engage in conduct that is marked departure from the standards which responsible and competent individuals or contractors providing the Transportation Services conduct themselves;
 - (b) The Contractor or employees of the Contractor transport students or other individuals in an unsafe or careless manner;
 - (c) The Contractor's license to operate has been suspended;
 - (d) The Contractor or employees of the Contractor fail to comply with any terms or conditions of this Agreement.
- 10.5 The School Division shall advise the Contractor in writing of the reasons for the termination or suspension and the effective date of such termination or suspension.

- 10.6 An election to terminate this Agreement under this section shall not limit in any way the School Division'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.

SECTION 11 - ACCIDENT, INSPECTIONS AND OTHER REPORTS

- 11.1 The Contractor shall provide to the Transportation Department copies of all Commercial Vehicle Inspection Program (CVIP) Inspection Certificates (semi-annual safety inspections) within one month of the completion or before the expiration of the previous CVIP, whichever comes first.
- 11.2 The Contractor shall keep in good standing any inspection certificate and/or commercial inspection report issued by the operator of the inspection station for each school bus.
- 11.3 The Contractor shall ensure copies of all roadside inspections performed by enforcement agencies, be submitted to the Transportation Department within two (2) working days of the inspection or immediately if any repair is required for the vehicle or if there is any operating deficiency noted, whether it required repair or not.
- 11.4 The Contractor shall advise the School Division 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 School Division as soon as possible, and in no event later than three (3) days after the accident.
- 11.5 The Contractor shall deliver the names of the Permanent Drivers and temporary drivers to the Transportation Manager.
- 11.6 The Contractor shall provide the School Division with information and any other information that may be required by the School Division from time to time regarding the Transportation Services provided by the Contractor. If reports are delinquent, the School Division reserves the right to withhold remuneration due until the report(s) is received.

SECTION 12 - INSURANCE

- 12.1 The Contractor shall carry insurance with a company satisfactory to the School Division. Such insurance coverage shall include public liability, property damage, and passenger hazard that is the same as or greater than the insurance coverage set out in the School Division's Master Automobile Policy and Umbrella Liability Policy.
- 12.2 The minimum coverage is set at \$10 Million for both General Automobile and General Liability for a total coverage of at least \$20 million and may need to be increased at some time during the term of this contract subject to paragraph 12.1 above.

- 12.3 The Contractor may obtain insurance under the School Division's Master Automobile Policy and Umbrella Liability Policy, and the School Division shall be at liberty to deduct the premiums and administration fee for such insurance from any monies payable to the Contractor.
- 12.4 The Contractor shall give the School Division 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 School Division.
- 12.5 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 School Division.

SECTION 13 - WORKERS' COMPENSATION BOARD INSURANCE COVERAGE

- 13.1 The Contractor shall carry WCB coverage, at his own expense, and will be required to provide proof of same. Unsatisfactory clearance reports may result in the withholding of payment.
- 13.2 The Contractor shall immediately provide notice in writing to the School Division of any alteration of the Workers' Compensation coverage.
- 13.3 Failure of the Contractor to have the required Workers' Compensation Board insurance coverage in effect at any time shall result in this Agreement being terminated without notice and without compensation by the School Division.
- 13.4 If the Contractor fails to maintain its account in good standing with the Workers' Compensation Board, the School Division may, but is not obligated to, remit such amounts to bring the account into good standing and deduct such amounts from any payments due to the Contractor.

SECTION 14 - LIABILITY

- 14.1 The Contractor shall fully indemnify the School Division against all costs the School Division may incur including legal fees in challenging, paying or otherwise dealing with claims with respect to premiums, penalties or damages to injured persons or otherwise.
- 14.2 The Contractor shall be liable to the School Division for any losses, costs, damages, and expenses which the School Division may sustain, pay or incur as a result of or in connection with the breach by the Contractor or any obligations under this Agreement, or in connection with the Transportation Services provided, and without limiting the generality of the foregoing, the Contractor shall reimburse the School Division 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.
- 14.3 The Contractor shall indemnify and save harmless the School Division for any actions, claims, debts, demands, losses, costs, damages, proceedings, expenses or costs, including legal costs, which may be brought or made against the School Division which the School Division may sustain or incur as a result of or in connection with the Contractor's negligence, or breach by the Contractor of any of its obligations under this Agreement, including the failure to have the required or adequate insurance

coverage in effect or for any fine levied against the School Division in accordance with the *Occupational Health and Safety Act* related to the Contractor's provision of the Transportation Services.

SECTION 15 - NO EMPLOYEE-EMPLOYER RELATIONSHIP

- 15.1 The parties agree that no oral agreement or provisions in this Agreement shall be construed to imply or constitute a joint venture agreement, principal or agent relationship, partnership or employee employer relationship between the Contractor and the School Division. Neither party shall have the right, power or authority to create any obligations, express or implied, on behalf of the other party except as expressly set out in this Agreement.
- 15.2 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 School Division, except as may be authorized in writing by the School Division.

SECTION 16 - INDEPENDENT CONTRACTOR

- 16.1 The Contractor is an independent contractor. As a consequence, no deductions will be taken from the compensation payable to the Contractor, including:
- (a) disability insurance, health and pension plans,
 - (b) employment insurance, Canada Pension Plan, income tax and occupational health and safety or any other matters.
- 16.2 The Contractor shall fully indemnify the School Division against all costs the School Division may incur, including legal fees, in challenging or otherwise dealing with any claims with respect to compensation or benefits claimed by the Contractor or Contractor's employees.

SECTION 17 - FORCE MAJEURE

- 17.1 If the Parties shall fail to meet their respective obligations under this Agreement within the respective time required and such failure shall be directly caused or materially contributed to by Force Majeure, such failure shall be deemed not to be a breach of the obligations of such Party, provided however, in such event, such party shall use its best efforts to put itself in a position to carry out its obligations under this Agreement as soon as reasonably possible.
- (a) "Force Majeure" means any act of God, strikes, lockouts or other industrial disturbances, acts of the Queen's enemies, sabotage, war, blockades, insurrections, riots, epidemics, lightning, earthquakes, floods, storms, fires, washouts, nuclear and radiation activity or fallout, arrests, and restraints of rulers and people, civil disturbances, explosions, breakage of or accident to machinery, inability to obtain materials or equipment, any legislative, administrative or judicial action which has been resisted in good faith by all reasonable legal means, any act, omission or event whether of the kind herein enumerated or otherwise not within the control of such Party, and which by the exercise of due diligence such Party could not have prevented, but lack of funds on the part of such Party shall be deemed not to be a Force Majeure.

SECTION 18 - ASSIGNMENT

- 18.1 This Agreement shall not be assigned by the Contractor without the written consent of the School Division.
- 18.2 This Agreement may be assigned by the School Division to another school authority.

SECTION 19 - FREEDOM OF INFORMATION AND PROTECTION OF PRIVACY ACT

- 19.1 The Contractor acknowledges that:
- (a) 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;
 - (b) Section 92 of the *Act* specifies that a person who wilfully destroys any records which are subject to the *Act* with the intent to evade a request for access to records is guilty of an offence and is liable to a fine of not more than \$10,000; and
 - (c) The School Division may commence legal action against the Contractor or the Contractor's employees and agents if there is a breach of any of the terms or conditions of this Agreement.
- 19.2 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.
- 19.3 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 School Division immediately in writing.
- 19.4 The Contractor agrees to notify each employee, officer and other person who may see or obtain access to the personal information:
- (a) Of the legal provisions, duties and obligations established in the *Freedom of Information and Protection of Privacy Act* which are stipulated in the Agreement;
 - (b) That each employee, officer and other person who may see or have access to the personal information is also obligated to comply with the duties and is subject to the liabilities and obligations of the Contractor under this Agreement.
- 19.5 In this Agreement, "personal information" has the same meaning as in the *Freedom of Information and Protection of Privacy Act* and means information about an identifiable individual in any form.
- 19.6 Neither the Contractor, the Contractors' employees or agents, may collect any personal information unless the collection is specifically authorized under this Agreement or the collection is expressly authorized by the School Division in writing in advance of any collection.

- 19.7 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 the School Division 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.
- 19.8 The Contractor shall ensure that no use or disclosure be made of the personal information obtained by or provided to School Division 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 the School Division.
- 19.9 In this Agreement "record" means a record of information in any form, including books, documents, maps, drawings, photographs, letters, vouchers, and papers and any other information that is written, photocopied, recorded or stored in any manner, but does not include software or any mechanism that produces records.

SECTION 20 - NOTICES

- 20.1 Any notices to the School Division 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:

School Division: THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION
9809 – 77th Ave.
Peace River, AB T8S 1C9
Attention: Transportation Manager

Contractor: _____

SECTION 21 - ENTIRE AGREEMENT & AMENDMENTS

- 21.1 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.

- 21.2 Notwithstanding the foregoing, the parties may amend this Agreement from time to time upon such terms and conditions as they mutually agree, provided such amendments are made in writing.

SECTION 22 - GENERAL

- 22.1 The School Division 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.
- 22.2 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.
- 22.3 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 School Division to seek a remedy for any breach by the Contractor shall not be a waiver by the School Division of its rights and remedies with respect to any subsequent breach.
- 22.4 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.
- 22.5 This Agreement shall be binding upon and shall inure to the benefit of the successors and assigns of the School Division, but only to the heirs, successors or assigns of the Contractor with the written consent of the School Division.
- 22.6 Any word or words in this Agreement importing the singular shall include the plural and vice versa.
- 22.7 The headings in this Agreement are for reference purposes only and shall not affect in any way the meaning and interpretation of this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement this ____ day of _____, 20__ in the Province of Alberta.

THE BOARD OF TRUSTEES OF
NORTHLAND SCHOOL DIVISION

Per: _____

Per: _____

[CONTRACTOR]

Per: _____

Per: _____

NOTE: If the Contractor is a proprietorship or partnership, the signature of the Principal or Partners is required to be witnessed.

If the Contractor is a corporate body its seal should be affixed and attested to be its proper Officers.

SCHEDULE "A" – ROUTE AND RATES

Service	Fees per School Year		
	2021-2022	2022-2023	2023-2024
Daily Rate for Long Routes*			
Excess Rate per 15 min for Long Routes*			
Daily Rate for Short Routes**			
Mileage Rate for Short Routes**			
Insurance – Monthly Premium per the Division’s CBO Policy***	\$4,300 (estimated)	\$4,300 (estimated)	\$4,300 (estimated)
Insurance alternative: Monthly Charge per the Contractor’s Policy			
Supply bus for Safely on Board In-Service (Long Run)	½ Daily Rate from above for the current school year		
Supply bus for Safely on Board In-Service (Short Run)	Daily Rate from above for the current school year		

* Long Route – Means a route that is planned to take more than 4 hours to complete

** Short Route – Means a route that is planned to take 4 hours or less to complete

*** Monthly Insurance – For Contractors who obtain insurance through the Division’s CBO Policy.

- 1.0 Inclement Weather / Hazardous road conditions
 - a) Daily rate will be paid for a maximum of four (4) inclement weather days per school year.
 - b) After the first four (4) days have been paid the following will apply:
 - i) If “Board Directed” the daily rate will be paid
 - ii) If “Drivers Discretion” the daily rate will be paid at 50%
 - c) In Circumstances where the driver has started their route and decided conditions are such that they should not continue, the Daily Rate will be paid.

- 2.0 Mechanical Failure (Including when the bus won’t start)
 - a) Long Run – The Daily Rate will be paid at 50%
 - b) Short Run – The Daily Rate will be paid bus not the mileage rate.

- 3.0 The Contractor shall not be paid the Daily Rate, Excess Rate or Mileage Rate on instructional days, as per the Board Approved School Calendar if the bus does not operate for any other reason than those listed in 1.0 and 2.0.

- a) The Contractor will be paid for half day if the bus only operates for half a day. For example, if the bus does not operate in the AM but does in the PM, the Contractor will be paid for half a day.
- 4.0 The kilometer compensation payable for Transportation Services on a Short Route will be in accordance with the principles outlined by Alberta Education:
- a) The direct distance from the school to the first pickup and then the route back to the school, which shall constitute one round trip. The number of one route trip kilometers multiplied by two (2) shall represent the maximum kilometers payable on the Short Route for Transportation Services are provided.
- 5.0 When one (1) bus of the Contactor 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 School Division.
- 6.0 The Contractor shall be paid the Daily Rate on Instructional Days on which the school bus did not operate due to closure of the school for major disasters, strikes or withdrawal of services, other than by school bus Contractors or School Bus Drivers.
- 7.0 All payment terms in the Agreement and rates identified in Schedule "A" are subject to the School Division receiving funding as expected from the Alberta Government. The School Division reserves the right to amend the rate of payment.

SCHEDULE "B"

MANDATORY TERMS AND CONDITIONS

ACCEPTANCE /REJECTION OF PROPOSAL

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

AMENDMENT AND WITHDRAWAL OF PROPOSALS

5. Any application by a Respondent to alter, amend or withdraw its entire proposal or any part or parts thereof shall be received by **THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION** at the address above prior to the Closing Time, and shall be labelled as a request to withdraw or alter a proposal. No alteration, amendment or withdrawal of a proposal will be considered unless submitted in writing in accordance with the instructions, terms and conditions governing this RFP.

PROPOSAL COMMITMENT

6. The Respondent agrees that by submitting a proposal, the proposal is irrevocable and is open for acceptance by the School Division up to and including August 9, 2021 @ 2:00 PM.

CONFIDENTIALITY

7. The Respondent acknowledges that the *Freedom of Information and Protection of Privacy Act*, 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 RFP.

8. 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 RFP or the contract.
9. The Respondent consents, and has obtained the written consent (where applicable) of any individuals identified in its proposal, to the use of the information in the proposal by the School Division, its employees and agents, to enable the School Division to evaluate the proposal or use the information for a consistent purpose.
10. The Respondent shall protect the confidentiality and privacy of an individual's personal information accessible to the Respondent or collected pursuant to this RFP or its proposal and any subsequent contract, in accordance with *FOIP*.
11. All documents submitted to the School Division are subject to the protection and disclosure provisions of *FOIP*. While *FOIP* allows the right of access to records in the School Division's custody or control, it also prohibits the School Division 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.
12. The records stipulated in this RFP as being required or maintained or submitted by the Respondent may be subject to the protection and access provisions of *FOIP*. Should the School Division receive a request for any of these records, it is the Respondent's responsibility to provide the records to the School Division, at the Respondent's request, within three (3) calendar days from written notification from the School Division.
13. The successful Respondent agrees to retain all records respecting this RFP for at least one (1) year after the contract expires or is terminated.

NOTIFICATION OF CHANGES

14. All Respondents who are registered in the Alberta Purchasing Connection (APC) system will be notified of any changes, alterations, modification or cancellation of this RFP through the APC system. All invited Respondents will be notified via facsimile.
15. Only written addenda or corrections, issued by **THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION** shall become a part of this RFP (other sources of addenda or corrections shall not be considered).

DEFAULT BY RESPONDENT

16. In the case of default by a Respondent under this RFP, including the failure to enter into a contract as contemplated herein, the School Division 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.

GOODS AND SERVICE TAX

17. Proposals 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.

SIGNING OF PROPOSAL BY RESPONDENT

18. Each and every proposal 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 proposal.
19. Proposals 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).

PROPOSAL INELIGIBILITY

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

LIABILITY FOR ERRORS

21. The representations in the RFP 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 School Division. All prospective Respondents are urged to conduct their own investigations into material facts, and the School Division shall not be held liable or accountable for any error or omission in any part of this RFP.

BOARD'S CONDITIONS PRECEDENT

22. It is a condition of this RFP that:
 - a) **THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION** make the decision to award the contract to the successful Respondent; and
 - b) **THE BOARD OF TRUSTEES OF NORTHLAND SCHOOL DIVISION** ratify any agreement entered into with the successful Respondent.

LIMITATION OF LIABILITY

23. Notwithstanding anything else in the RFP documents, the School Division 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 proposal), including consequential damages, loss or profit, loss of anticipated profit and loss of opportunity.

LEGISLATIVE COMPLIANCE

24. 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 RFP and any contract entered into as a result thereof including the *Occupational Health and Safety Act*, R.S.A. 2000, c. O-2, as amended, and the codes and regulations thereunder.

25. 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 RFP and any contract entered into as a result thereof.

26. The successful Respondent must be registered with the Worker's Compensation Board and have satisfied all assessment requirements as of the date the RFP 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.

27. The Respondent shall indemnify, defend and hold harmless the School Division 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 RFP.