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STUDENT TRANSPORTATION PLANNING AND MANAGEMENT SYSTEM

REQUEST FOR PROPOSALS NUMBER: 2018-310

(Final with Amendments)

Request for Proposals Issued On: October 29, 2018

Proponent's Information & OTP Demonstration Session: 2:00 pm on November 5, 2018

Proponent's Deadline to Submit Questions: 5:00 pm on November 7, 2018

Proponent's Deadline to Submit Questions Related to Addenda & Question and Answer Documents: 5:00 pm on November 14, 2018

Closing Date: 2:00:00 pm on November 29, 2018 local time in Toronto, Ontario, Canada

All times specified in this RFP timetable are local times in Toronto, Ontario, Canada.
Please refer to Section 4.6.1 for the complete RFP timetable.

OECEM shall not be obligated in any manner to any proponent whatsoever until a written agreement has been duly executed with a supplier.

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PART 1 – INTRODUCTION

1.1 Purpose of this RFP

This non-binding Request for Proposals (“RFP”) is an invitation to obtain Proposals from prospective Proponents for the provision, implementation, and maintenance of a Student Transportation Planning and Management System (“STPMS”) and related services (“Services”) to support Student Transportation Consortiums in the province of Ontario as further described in Part 2 – the Deliverables (the “Deliverables”).

This RFP is issued by OECM.

1.2 Background and Objective of the RFP

In Ontario, transportation planning services for junior kindergarten to grade twelve (“JK-12”) students are planned and managed by various Student Transportation Consortiums on behalf of the District School Boards (“DSBs”). Student Transportation Consortiums allow coterminous DSBs to manage student transportation planning services collaboratively, eliminating duplication and leveraging economies of scale. To date, there are thirty-three (33) Student Transportation Consortiums that represent seventy-one (71) of the seventy-two (72) DSBs in Ontario. Conseil scolaire catholique de district des Grandes Rivières is not a part of any of the current Student Transportation Consortium.

A list of the Student Transportation Consortiums and the DSBs they represent can be found at <https://sbsb.edu.gov.on.ca/VDIR1/Resources/AboutTransportation/WebSites.aspx>.

The Student Transportation Consortiums provides the planning, scheduling and management of transportation-related information and services for all students within the Student Transportation Consortium’s boundaries. Each individual Student Transportation Consortium determines which programs and software are required based on the needs of the DSBs, schools and the geography of the area covered.

While the Student Transportation Consortium plan and manage the student transportation planning services, most of the physical transportation of the students is delivered by third-party companies, primarily bus operators.

In 2018, OECM was engaged by the Student Transportation Consortiums to conduct the formal RFP process on behalf of the Student Transportation Consortiums, in conjunction with the OASBO Transportation Committee.

The objective of this RFP is to award an Agreement to one (1) or more qualified Supplier(s) who will provide a STPMS and Services as described in Part 2 – The Deliverables.

The purchase, installation, and implementation of a new STPMS and related Services is expected to provide a comprehensive and secure platform for creating and maintaining student transportation information, while providing extended real-time access to data for students, parents, bus operators, schools and administrators.

Student Transportation Consortiums will be referred to as **Client** for the remainder of this RFP.

Others, such as DSBs, schools, administrators, students, and parents will use the STPMS resulting from this RFP.

1.3 Overview of OECM

OECM is a not-for-profit collaborative sourcing and supplier partnership management organization. OECM’s goal is to generate savings and process efficiencies to public sector and not-for-profit organizations by offering collaboratively sourced and competitively priced products and services through the OECM marketplace supplier partner agreements.

Working in collaboration with Clients, OECM:

- Establishes, promotes and manages non-mandatory agreements for products and services commonly used throughout its Client community;

- Supports Clients' access and use of OECM agreements through analysis, reporting and the development of tools, guides, and other materials; and,
- Actively promotes adherence to the Ontario Broader Public Sector ("BPS") Procurement Directive and trade agreements in all phases of the sourcing and agreement lifecycle.

For more information about OECM, please visit <http://www.oecm.ca/>.

1.4 Term of Agreement

It is OECM's goal to meet Clients' business needs by offering flexibility as represented through our marketplace of products and services. Through OECM's constant dedication to the pillars of savings, choice, and service OECM may, through this RFP process, enter into Master Agreements ("Agreements") with one (1) or more Suppliers for the provision of the STPMS and Services.

The Term of the Agreement is intended to be for five (5) years, with an option in favour of OECM to extend the Term on the same terms and conditions for one (1) additional term of up to three (3) years follow by one (1) additional term of up to two (2) years. Supplier performance (i.e. Client uptake, satisfaction, performance, quality, service provision, response time, reporting, marketing efforts and any commitments made in the Proponent's Proposal) will be considered when contemplating an Agreement extension and supplier refresh, if necessary.

Clients participating in the Agreements will execute a Client Supplier Agreement ("CSA") with a Supplier as attached in Appendix A – Form of Agreement. Prior to executing a CSA, the Client may negotiate their unique requirements with the Supplier and mutually agree to additional terms and conditions (e.g. reporting, Rates, payment terms) ensuring the additional terms and conditions are not in any way inconsistent with the Form of Agreement agreed to by OECM and the Supplier.

The Agreement must be fully executed before the provision of any Deliverables commences.

1.5 OECM Client Advisory Group

The following OECM Clients were involved with the development of the requirements set out in this RFP.

Client	Client's Website
Consortium de transport scolaire d'Ottawa	www.transportscolaire.ca
Nipissing Parry Sound Student Transportation Services	www.npssts.ca
Southwestern Ontario Student Transportation Services	www.mybigyellowbus.ca
Student Transportation Services of Waterloo Region	www.stswr.ca
Student Transportation Services York Region	net.schoolbuscity.com
Sudbury Student Services Consortium	www.businfo.ca

The above Clients are **not**, in any way, committed to participating in the resulting Agreement from this RFP.

1.6 Data Residency

The STPMS that requires hosting/off premise infrastructure, the Suppliers' host servers and backup servers shall be located on Canadian soil in a secure data centre. The Supplier shall follow the Personal Information Protection and Electronic Documents Act ("PIPEDA") requirements.

1.7 Rules of Interpretation

This RFP shall be interpreted according to the following provisions, unless the context requires a different meaning:

- Unless the context otherwise requires, wherever used herein the plural includes the singular, the singular includes the plural, and each of the masculine and feminine includes the other gender;

- Words in the RFP shall bear their natural meaning;
- References containing terms such as “includes” and “including”, whether or not used with the words “without limitation” or “but not limited to”, shall not be deemed limited by the specific enumeration of items but shall, in all cases, be deemed to be without limitation and construed and interpreted to mean “includes without limitation” and “including without limitation”;
- In construing the RFP, general words introduced or followed by the word “other” or “including” or “in particular” shall not be given a restrictive meaning because they are followed or preceded (as the case may be) by particular examples intended to fall within the meaning of the general words;
- Unless otherwise indicated, time periods will be strictly applied; and,
- The following terminology applies in the RFP:
 - Whenever the terms “must” or “shall” are used in relation to OECM or the Proponent, such terms shall be construed and interpreted as synonymous and shall be construed to read “OECM shall” or the “Proponent shall”, as the case may be;
 - The term “should” relates to a requirement that OECM would like the Proponent to address in its Proposal; and,
 - The term “will” describes a procedure that is intended to be followed.

1.8 Ontario Broader Public Sector Procurement Directive

OECM follows the BPS Procurement Directive effective April 1, 2011 issued by the Ontario Management Board of Cabinet.

The directive sets out rules for designated BPS entities on the purchase of goods and services using public funds.

The purpose of the directive is:

- To ensure that goods and services, including construction, consulting services, and information technology are acquired by BPS entities through a process that is open, fair, and transparent;
- To outline responsibilities of BPS entities throughout each stage of the procurement process; and,
- To ensure that all BPS entities in Ontario are consistently managing their procurement processes.

The goal of the BPS supply chain code of ethics is to ensure an ethical, professional and accountable BPS supply chain in Ontario through:

- i. Personal Integrity and Professionalism.
- ii. Accountability and Transparency.
- iii. Compliance and Continuous Improvement.

Visit the following website for the complete BPS Procurement Directive document: <https://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/English/BPSSC-Sec>.

1.9 Accessibility for Ontarians with Disabilities Act

OECM and its Clients are committed to the highest possible standards for accessibility. The Proponent shall comply with *Accessibility for Ontarians with Disabilities Act, 2005* (“AODA”) and be capable to recommend and deliver, as appropriate for the Deliverables, accessible and inclusive STPMS and Services consistent with the Ontario Human Rights Code (“OHRC”), the *Ontarians with Disabilities Act, 2001* (“ODA”) and AODA and its regulations in order to achieve accessibility for Ontarians with disabilities.

In accordance with Ontario Regulation 429-07 made under the *Accessibility for Ontarians with Disabilities Act, 2005* (Accessibility Standards for Customer Service), Clients have established policies, practices and procedures governing the provision of its services to persons with disabilities.

The AODA may be found at <https://www.ontario.ca/laws/statute/05a11>

1.10 Client Participation in OECM Marketplace Agreements

OECM currently has five hundred and ninety-six (596) Clients using one (1) or more OECM agreements:

- One hundred and sixteen (116) School Boards, Colleges and Universities; and,
- Four hundred and eighty (480) other organizations.

Participation in OECM agreements has been steadily growing as illustrated in the table below, clearly demonstrating that the education sector and other public organizations are achieving value and savings by using OECM agreements.

Year over Year	Overall Spend Growth %
2012 over 2011	60%
2013 over 2012	50%
2014 over 2013	41%
2015 over 2014	17%
2016 over 2015	34%
2017 over 2016	26%

The above information is as of September 2018.

1.11 Client's Usage of Agreements

The establishment and use of the Agreement consists of a two (2) part process.

Part One, which is managed by OECM, is the creation of the Agreement through the issuance of this RFP, the evaluation of Proposals submitted in response to it and the negotiation and execution of the Agreement.

Part Two (the second stage selection process) is managed by the Client or by OECM on the Client's behalf, and is focused on the Client's specific needs. Depending on the Client's internal policies, and potential dollar value of the STPMS and Services a Client may:

- Sign a CSA with a Supplier and then immediately obtain STPMS and Services on the terms and conditions, and the Rates (which are maximum Rates) set out in the Master Agreement; or,
- Obtain Rates (e.g. by issuing a non-binding Quick Quote ("QQ")) from the Supplier for their specific STPMS and Services requirements (including Rates). If the Client selects a Supplier, a CSA shall be executed, and then the Supplier shall provide the STPMS and Services in accordance with the specifications stated in the CSA and the Agreement.

When a QQ is issued, which does **not** constitute a contract A, contract B situation, it will identify the required STPMS and Services or it may request the Supplier to propose appropriate STPMS and Services to fulfill the Client's requirements and any other applicable information. The Client may negotiate STPMS and Services, as well as Rates with the Supplier to meet their unique requirements. At minimum, the Supplier must respond and should set out the following:

- Proposed STPMS and Services;
- Timelines for Services; and,
- Final, net Rates.

Clients are **not** obligated to sign a CSA to obtain specific STPMS and Services pricing. However, a CSA must be signed before the provision of any STPMS and Services commences.

1.12 Client Supplier Agreements

OECM and the Supplier will work together to encourage the use of the Agreement resulting from this RFP.

The Supplier will actively promote the Agreement to Clients by:

- Executing CSAs with interested Clients;
- Providing excellent and responsive customer support; and,
- Identifying improvement opportunities (e.g. new functionalities).

OECM will promote the use of the Agreement with Clients by:

- Using online communication tools to inform and educate;
- Holding information sessions and webinars, as required;
- Attending, where appropriate, Client events;
- Facilitating CSA execution, where appropriate;
- Facilitating QQ requests, as required;
- Providing effective business relationship management;
- Managing and monitoring Supplier performance;
- Facilitating issue resolution; and,
- Marketing improvement opportunities.

[End of Part 1]

PART 2 - THE DELIVERABLES

This section of the RFP describes all the Deliverables which will be incorporated into the final Agreement. The Supplier should meet and implement all requirements set out in Part 2 – The Deliverables.

2.1 Description of Deliverables

The Supplier shall provide the STPMS functionality and related Services as further set out in this RFP, including, but not limited to:

- Functional requirements;
- Services and support; and,
- Information on system hardware and internet connection requirements.

2.2 STPMS Functional Requirements

The Supplier shall provide current technologies which will remain updated, supported and maintained throughout the Term of the Agreement.

The proposed STPMS shall support the Clients' management of the student transportation services for all students, including those with special requirements in a manner that produces efficient real time bus route schedules that will result in safe and reliable service. The specific requirements are further listed below.

2.2.1 Geographic Information System ("GIS")

2.2.1.1 GIS

The STPMS shall use highly detailed and accurate mapping and GIS to support routing, Automatic Vehicle Location ("AVL") and other related student transportation features as further set out below:

- Import data from an industry standard mapping data provider (e.g. Esri, MapInfo Pro, etc.);
- Import data using the metric system;
- Import multiple boundary layer information at any time using commercially standard formats (e.g. Esri, MapInfo Pro, etc.);
- Apply general transportation data (e.g. one-way streets, travel speeds, no travel roads) to the planned routes;
- Easily and regularly update maps using commercially standard formats (e.g. Esri, MapInfo Pro, etc.);
- Ability to store long (up to 50 characters) street names;
- Denote schools, bus stops, transfer points and other Client based landmarks;
- Edit maps (e.g. change street names, house numbers, draw new roads);
- Apply and automatically use different travel speeds for opposite directions on the same road (e.g. uphill and downhill, or time of day);
- Apply and automatically use temporary and permanent travel restrictions on streets at a vehicle level (e.g. closed road, restrict larger vehicles but allow smaller); and,
- Apply temporary and permanent turn restrictions (e.g. turn restrictions due to construction, or based on the size of vehicle).

2.2.1.2 Geocoding

The STPMS shall be able to accurately convert relevant address information (e.g. student pickup and drop off addresses, school addresses, program addresses, manually assigned bus stops) for use by the STPMS to design bus routes and stops as further set out below:

- Use standard variations for address related information (e.g. ST/Street, AV/Ave/Avenue);
- Support of alias street names (e.g. Yonge St./Highway 11);

- Locate and differentiate between same addresses (e.g. 50 Main St) when in different communities (e.g. Markham/Gravenhurst); and,
- Address equivalencies (e.g. Main Street, Highway 20, County Road 5).

2.2.2 Boundary Planning and Management

The STPMS shall be able to create and edit multiple accurate boundaries at any time throughout the school year, including assigning specific locations (schools). Boundary assignments may include school and walk zones. The STPMS shall include, but not be limited to, the functionality as set out below:

- Link boundaries such that when moving a boundary, it automatically and appropriately changes the all information related to the boundary (e.g. schools within the boundary, DSBs within boundary, student and route information);
- Assign non-contiguous boundaries to a single school;
- Allow Client to easily edit boundaries in the GIS as well as when using the routing functionality; and,
- Ability for Client to create and save boundary and school (new build, change of boundary) scenarios in a test environment that does not affect the current live transportation data. This includes forecast factors and school scenarios.

2.2.3 Calendar and Future Planning

The STPMS shall be able to assist the Client in planning future student transportation services. This includes incorporating known future events (e.g. statutory holidays, professional development day) into routing and bus stops.

2.2.3.1 Calendar

The STPMS shall be able to manage multiple calendars and integrate the calendars with the bus routing functionality. At a minimum, the calendars set out below are required:

- All Individual school calendars including bell time; and,
- Individual students' transportation schedules.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.3.2 Student Changes

The STPMS shall be able to accommodate student schedule changes that include but are not limited the requirements set out below:

- Accommodate student's periodic schedule changes that affect transportation (e.g. custody arrangements). For example, one week a student is picked up and dropped off at the mother's address on Monday, Wednesday and Friday, and the father's address on Tuesday and Thursday;
- Accommodate future permanent address or other student transportation requirement changes; and,
- Automatically notify the bus operator and driver of any future student changes.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.3.3 Future Route Planning

The STPMS shall be able to assist in planning for future years as set out below:

- Provide a test environment that has all of the same functionality as the current live environment; and,
- Create a scenario for the upcoming year in a test environment that does not affect the current transportation data;
- Advance students to the next grade in the test environment, forecasting the student's appropriate grade, school and bus stop, using Client defined rules.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.4 Student Information

2.2.4.1 Student Profile

The STPMS shall include the capability to import, create, search and maintain student profile information, including but not limited to the requirements set out below:

- Import DSB data files from the relevant DSB's Student Information Systems ("SIS");
- Manually update student data (e.g. address, special requirements);
- Allow Client to edit student profile information in STPMS;
- Compare STPMS data with SIS information prior to updating through an exception reporting function that compares the datasets;
- Assign, manage and customize student transportation eligibility criteria in the student profile (e.g. distance, walker, hazard);
- The ability to manage multiple addresses for each student, such as:
 - Home address,
 - AM pickup address;
 - PM drop off address;
 - Mailing address; and,
 - Other AM pickup and PM drop off addresses as student schedule requires.
- Manage a minimum of two hundred (200) data fields associated with the student (e.g. address, phone number, email addresses), to align with Client, individual student, DSB and Ontario Ministry of Education requirements;
- Upload student photograph if available;
- Search student records by various criteria (e.g. first or last name, address, phone number, school, Ontario Education Number); and,
- Retain inactive student records.

2.2.4.2 Student School and Program Information

The STPMS shall be capable of recording and retaining student school and program information for multiple concurrent programs. The STPMS shall include, but not be limited to the functionality, the as set out below:

- Allow a student to be enrolled concurrently in multiple schools, grades and school types (e.g. French Immersion, JK-12, special education programs, elementary school, and secondary school), and date and time when they are at these locations.

2.2.4.3 Student Special Requirements

The STPMS shall support the Client's management of student special requirements. Special requirements shall be managed as further set out below:

- All student special requirements affecting routing, including multiple requirements for one student (e.g. equipment needs (e.g. wheelchair, air conditioning), adult attendants, behavioural, permission to drop off student alone, additional load times) shall be assigned to the student and incorporated into STPMS routing; and,
- Student's AODA plan shall be made available and can be supported in all the following manners:
 - AODA plan imported as a standard document (e.g. PDF, Word, Excel or CSV File);
 - AODA plan obtained directly from a SIS and/or third party applications interface ; and,
 - AODA plan managed and input directly within the STPMS.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5 Routing

2.2.5.1 Routing Functionality

The STPMS shall both generate and manage efficient routing for all students, schools and programs that fall under the responsibility of the Client, ensuring safe and reliable service. The STPMS shall use real over-the-road travel times and allow all Client defined rules for students, schools, DSBs, programs, bell times, bus stops, special student load times and other rules defined in the STPMS.

The STPMS shall include, but not be limited to, the requirements set out below:

- Manually create and/or edit bus runs and routes, including changing bus stop sequences, bus travel paths or students on the bus, and providing warnings of any and all discrepancies in DSB, school, municipal transportation or other rules;
- Design routes with weighted students (e.g. (JK to grade 6 equals 1 student) (grade 7 to grade 12 equals 1.5 students) and (student with special requirements equals 2 students));
- Apply actual rider count (number of students) versus weighted student count and flag capacity issues;
- Assign effective dates for altering student, route or bus stop schedule;
- Clearly display any or all bus runs and routes (including a mix of morning and afternoon bus runs and routes) on the map simultaneously. Bus routes shall be easily distinguishable from each other and bus stops shall be easily identifiable;
- Input vehicle turn restrictions related to both traffic rules and vehicle size;
- Allow Client to create designated turnaround locations for bus routes and waypoints, and to prevent any turnaround locations being assigned to the middle of the road (unless manually overridden by authorized user);
- Accommodate shuttles and transfers, where students are required to take multiple buses to reach their destination;
- Allow multiple pick-up/drop-off points at one (1) school; and,
- Create, edit and manage Client defined sit time that the bus shall remain at the school for loading and unloading purposes as either a bus stop or transfer point. Sit time shall be incorporated into all routing functionality;

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5.2 Routing Safety Features

The Clients are responsible for ensuring all student transportation services offerings are safe. The STPMS shall include, but not be limited to, the functionality set out below:

- Calculate and display distance-based eligibility to school of attendance and recalculate eligibility if a hazard has been identified;
- Manually incorporate real world knowledge into the GIS as further referenced in section 2.2.1 (e.g. establish hazardous streets or portions of streets to prevent students from having to cross the street to reach their assigned bus stop); and,
- Automatically establish right-side (bus door side), curb-to-curb pickup for students living on a hazardous street, without having to specify this at each bus stop on a street deemed hazardous.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5.3 Routing Students with Different Requirements

Based on the student information requirements outlined in section 2.2.4, the STPMS shall be able to accommodate the routing needs of all students, including those with special requirements. This includes, but is not limited to, students that have physical, medical, equipment and/or behavioural requirements.

The STPMS shall include, but not be limited to, the functionality set out below:

- Ensure student equipment requirements, and other requirements, (e.g. wheelchair and air conditioning) are accommodated by assigning a bus that meets those special requirements;
- Allow for the addition student-specific extra loading time to a route for a student (e.g. an ambulatory student using a walker). This time should be added to the route time automatically when the student is placed on the route, and appropriately removed if the student is no longer on the route;
- Accommodate students that attend multiple schools on the same or different days; and,
- Assign regular education students to a bus with students that have differing needs and/or to assign a student with differing needs to a regular school.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5.4 Routing Transportation Assignments – Bus Stops

The STPMS shall be able to automatically and manually assign bus stops for transportation eligible students by school, program and DSB, based on Client defined maximum walk-to-stop distances, right-side stops and/or other Client defined rules.

The STPMS shall include, but not be limited to, the functionality set out below:

- Automatically determine the appropriate school and walk/ride status of the student based on boundaries, student grade range, academic program, address, and other Client defined rules;
- Automatically determine the appropriate bus stop for transportation eligible students, based on Client defined maximum walk-to-stop distances, right-side stops and/or other Client defined rules; and,
- Manually assign and/or override any automatic bus stop assignment, and provide warnings to the Client of any discrepancies in DSB, school, municipal transportation or other rules required by the Client.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5.5 Routing Transportation Assignments - Bus Runs/Routes

The STPMS shall be able to automatically and manually assign transportation eligible students to a bus stop and route that will ensure they get to their intended destination on time.

The STPMS shall include, but not be limited to, the functionality set out below:

- Manually add any student to any bus run or route on an ad hoc basis to assist the Clients in adhering to DSB policies; and,
- Generate a bus seating chart and roster in an easy to read, printable format. The bus seating chart shall reflect the actual bus used.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.5.6 Optimization of Routes, Runs and Stops

The STPMS shall be able to optimize routes, runs and bus stops creating the most efficient student transportation routes in the manner set out below:

- Analyze the effectiveness of existing run/route structures and school hours to produce more efficient and cost effective alternatives;
- Create multiple optimizations or what-if scenarios in a test environment, where current bus stops, routes and boundaries are not altered; and,
- Allow the Client to manually edit bus routes, students, schools, bus stops and boundaries and have the STPMS generate an efficient route using these new parameters.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.6 Vehicle Management

The STPMS shall be able to record vehicle information and use it in the routing functionality. This vehicle information includes, but is not limited to the requirements set out below:

- Bus operator (third-party company name);
- Vehicle badge number ;
- Year of manufacture or age of bus (to be automatically updated);
- Type of vehicle (e.g. bus, van, taxi);
- Size (number of seats available to be occupied);
- Edit vehicle load capacities as required;
- GPS hardware number; and,
- Type and quantity of special equipment aboard (e.g. air conditioning, seat belts, car seats, wheelchair lift, tie down).

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.7 Real Time Bus Tracking and Route Monitoring Module

The Real Time Bus Tracking and Route Monitoring module shall offer the Client the ability to monitor and report on real-time bus location information provided through the Client or Bus Operator owned Global Positioning System (GPS) hardware as further set out below:

- Accommodate a variety of GPS hardware from different manufacturers;
- Compare real-time bus information with the planned routes and provide reports based on this comparison. These reports should include, but not be limited to, missed stops and on-time performance of the bus operators;
- Display vehicles that have not started their routes;
- Display vehicles that are more than ten (10) minutes behind schedule;
- Display vehicles that are late arriving at schools (passed the bell time window) both morning and afternoon; and,
- Manage real-time vehicle substitutions and periodically update the STPMS.

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.8 Financial Management Module

The Financial Management Module shall offer the Client the ability to interface bus transportation financial information with the DSB's financial system as further set out below:

- Incorporate multiple contracted bus operator rates into the STPMS and summarize cost by bus operator and route and cross reference to budget allocation by the DSB;
- Validate bus operator's mileage claims for planned versus actual;
- Break down costs by DSB according to the Client applied cost-sharing formula; and,
- Break down costs by DSB in multiple cost-sharing methods (e.g. weighted rider, weighted rider/distance).

The STPMS should also include the additional functionality outlined in Appendix I.

2.2.9 Optional STPMS Modules

2.2.9.1 Bus Driver Verification Module

The Bus Driver Verification Module should have the ability to monitor and report on bus driver verification information. The Bus Driver Verification Module should support bus driver verification hardware from multiple manufacturers through a seamless interface with third party hardware that manages this information.

The bus driver verification module should provide the ability, but not be limited to the items set out in Appendix I.

2.2.9.2 School-based Charter Trips Module

The school-based charter trip module should have the ability to plan and manage charter trips (e.g. field trips) on behalf of the Client. The school-based charter trip module should support the user (e.g. school, DSB and/or Client) in making charter trip vehicle requests as further detailed in Appendix I.

2.2.9.3 Bus Operator Management Module

The bus operator management module should provide the Client with contract management functionality for bus operator agreements. The STPMS bus operator management module should provide the ability, but not be limited to the functionality set out in Appendix I.

2.2.9.4 DSB Planning Department (Redistricting) Module

The DSB planning department module should provide redistricting functionality, that allows the Client to review the effects on transportation based changes to the boundaries of both schools and DSBs. The STPMS DSB planning department module should provide the ability, but not be limited to, the functionality set out in Appendix I.

2.2.9.5 Real-Time Student Ridership Tracking (Student Management) Module

The Real-Time Student Ridership Tracking module shall have the ability to monitor and report on real-time student ridership information, or seamlessly interface with a third-party module that manages this information. The Real-Time Student Tracking module should provide the functionality further set out in Appendix I.

2.2.9.6 Fleet Management Module

The Fleet Management Module should provide the Client with ability to track and schedule maintenance for vehicles owned by DSBs. The Fleet Management Module should provide the functionality further set out in Appendix I.

2.3 Language

2.3.1 The STPMS ~~should shall~~ display and allow users to complete all functions as set out below using the full character sets of both English and French languages:

- Display and allow Client to create, modify, store and retrieve content;
- Allow for proper data translation for all fields in the STPMS from French to English or English to French as required; ~~and~~,
- Support search and sort functionality using the full character sets including an ignore accents feature (e.g. à and â letters show as results of searching the letter a); ~~and~~,

2.3.2 Parent/student, school administrator, and public access shall be available in both English and French languages; and allow for data entry and data transfer of extended Unicode character sets such as French characters utilizing UTF-8.

The STPMS should offer translations in multiple languages beyond English and French for the web portal.

2.4 Access

The STPMS shall be easy to use and provide secure, simple and intuitive user access.

2.4.1 Client Access

The STPMS Client Access shall provide direct multi-level access to the STPMS based on the following access levels.

2.4.1.1 Admin Access

The Supplier's proposed STPMS shall provide authorized Client Admin access, as defined by the Client, to all STPMS information, functionalities and features required to ensure smooth day to day operation of the STPMS. At a minimum, the Admin user access shall provide the functionality as further set out below:

- Provide a secure interface that requires user authentication prior to granting access;
- Set up multiple user groups;
- Troubleshoot all user accounts;

- Change access permissions for any user; and,
- Create and remove users and/or user groups.

2.4.1.2 Planner Access

The Supplier's proposed STPMS shall provide Client's Planners access, as defined by the Client, to information and functionalities that allow them to create, modify and manage at a minimum, all items set out below:

- Provide a secure interface that requires user authentication prior to granting access;
- Maps, boundaries and locations within a GIS;
- Organize and view transportation data by planner;
- Calendar and future planning;
- Transportation related student profiles and special requirements;
- Efficient bus stops and routes;
- Search student transportation fleet, by various search criteria (e.g. vehicle type, school, contractor);
- Information provided to bus operators, bus drivers, parent/student, schools, the public and other stakeholders as needed; and,
- Attach documents/PDFs to a student profile.

2.4.2 Web Portal

The STPMS shall also make transportation data available to the following user groups by interfacing with in-house or third party application(s) and/or through a Supplier provided web portal, as required by individual Client:

- Bus operator and driver;
- Parent/student;
- School administrator; and,
- The public.

Whenever relevant, the STPMS should have an agnostic approach with regards to mobile device compatibility through either web-based access or a mobile application, and deliver an intuitive User Interface that provides users the ability to perform key functions from any device (e.g. smartphone, tablet).

The Supplier's proposed STPMS shall provide bus operator and driver, parent/student, school administrative staff, DSB administrative staff and public access through an indirect, read only web portal based on the following requirements:

2.4.2.1 Bus Operator and Bus Driver Access

The STPMS shall provide bus operators the required access, through either a website or mobile application, as determined by the individual Client, to both student and routing information that allows them to provide transportation services in a timely and safe manner.

At a minimum, the STPMS should provide bus operators and bus operators with the ability to access the information as set out below:

- Provide a secure interface that requires user authentication prior to granting access;
- View bus stop lists and rosters for each school building or location, either through web access or mobile application;
- View sequenced bus stop list in a map format;

- View and print bus route directions for the bus driver;
- Search and display school location(s), bus routes, bus stops and boundaries on an easy to read and accurate map;
- Allow authorized bus operators to easily access and print any student needs that may affect transportation by bus route, (e.g. AODA plans and other requirements affecting transportation, as applicable);
- Search and view student lists with transportation information by bus route; and,
- Display changes to a run or route with effective and retire dates.

2.4.2.2 Parent/Student Access

The STPMS shall provide parents/students access, through either a website and/or mobile application to each student's profile and transportation data they have the right to access and allow for communication between Parents and the Client.

At a minimum, the STPMS should provide the Parents and students with the ability complete the tasks as set out below:

- Provide a secure interface that requires user authentication prior to granting access;
- Provide an integrated web-portal, SMS, email broadcast or targeted notification for inclement weather delays or cancellations; operational delays (mechanical breakdown, construction); notification of when bus stop assignment changes or bus schedule change;
- Send electronic notifications regarding service changes and general notices;
- Allow for parents to have their own login into the STPMS that gives an authorized parent access to student profiles and bus transportation information for each child of that parent through a single access account;
- Allow for students to have their own login into the STPMS that gives them access to student profiles and bus transportation information; and,
- View and set up alert contact information for parents or students for bus delays and cancellations (These alerts should have the option to be set up by either text message or email.)

2.4.2.3 School Administrative Staff Access

The STPMS shall provide school administrative staff access to student and transportation information related to their school through a website or mobile application.

At a minimum, the STPMS should provide the school administrative Staff with the ability to complete the tasks as set out below:

- Provide a secure interface that requires user authentication prior to granting access;
- Enable schools to access and print route details, manifests, maps and student transportation assignments such as reports sorting students based on eligibility type alphabetically or by class assignment per the student information system ("SIS") and initiate and receive updates via interactive tools;
- Send electronic notifications regarding service changes and general notices;
- Allow school administrative staff to alert Client of new students and/or updated/accurate information; and,
- Alert school administrators to bus delay and cancellations via email.

2.4.2.4 DSB Administrative Access

The STPMS shall provide DSB administrative staff access to student and transportation information related to all schools in the DSB through a website or mobile application.

At a minimum, the STPMS should provide the DSB administrative staff with the ability to complete the tasks as set out below:

- Provide a secure interface that requires user authentication prior to granting access; and,
- Allow DSBs the same access as school administrative staff for all schools within the DSB.

2.4.2.5 Public Information

The STPMS should provide the public access through a website to some student transportation related information as determined by the Client.

At a minimum, the STPMS should be able to provide the information to the public as set out below:

- View transportation eligibility and general bus route information (i.e. routes and run schedules) upon entry of all required data such as address, program, DSB and grade; and
- View bus delays and cancellations.

2.5 Third Party Applications Interface

The Supplier shall provide open, documented, bi-directional Application Program Interface (API) to the STPMS, freely accessible without additional cost or charges to all third party software providers authorized by the Client and/or the Client's in-house software development teams to integrate the STPMS to third party applications (e.g. GPS from a variety of different manufacturers) as required by the Client.

2.6 Reporting

The STPMS shall include the capabilities for Clients to create customizable reports, limited to their authorization access and view them on screen, save the report template for future use and save the report output in multiple data formats (e.g. .doc, csv, pdf, and XML).

The STPMS shall include the capability for each Client to complete reporting as set out below:

- Maintain a standard set of reports, as defined by the Client and further reference in Appendix J that can be downloaded in either Excel or CSV format;
- Create and generate different reports according to individual Client needs that can be downloaded in either Excel or CSV format, including, but not limited to basic operational reports and other reports as reference in Appendix J; and
- Create reports for Client, bus operator reports, DSB specific reports, data analysis reporting, and maintaining reports.

The Supplier will work with the Client for the development of any reports that may be required in the future to meet the needs of the Client.

2.7 Future Features

The Supplier should work towards all features that are not currently part of the STPMS and include them in their product roadmap. The Supplier shall also propose new and upcoming functionality over the Term of the Agreement.

In order to allow stakeholders to become self-sufficient, the Supplier shall invest in emerging technologies and make a commitment to ongoing modernization and development efficiencies, as identified by Clients through various channels (e.g. user communities etc.).

2.8 Data Retention

All data shall remain the exclusive property of the Client for either a STPMS situated on a Client's servers or a SaaS STPMS.

A STPMS situated on Client's servers shall allow the Client to retain data as per each individual Client's requirements. The STPMS situated on Client's servers shall provide an option to export data from the STPMS database for archiving purposes in a standard format (e.g. Microsoft Word, Excel, PDF, and CSV etc.).

A SaaS STPMS shall have the capability of retaining data for a minimum of seven (7) years. In addition to storing data on the Supplier's infrastructure, each Client shall have the option to transfer and store historical data to its own infrastructure or third party data warehouse.

2.9 System Hardware and Internet Connection Requirements

The Supplier shall provide the Client with the information listed below regarding the specific system requirements needed to operate the STPMS.

2.9.1 On-Premises System Requirements

For on-premises server-based STPMS, the Clients have variety of servers and other hardware already in place, the Supplier shall describe the system requirements, including at a minimum the following:

- Minimum and optimal hardware specifications for desktop and servers to ensure maximum performance and stability;
- Compatibility in a Windows Server environment using MS SQL Server;
- Specifications for both minimal and optimum network capacity; and,
- The minimum system requirements needed for the creation web-based portals that allow parents/students, bus operators and schools access to read only information as required with no restriction on the number of users.

2.9.2 Software as a Service (SaaS) System and Hardware Requirements

For SaaS STPMS, the Supplier shall describe requirements needed in order to operate at the optimal level, including, but not limited to, the following:

- Minimum and optimal hardware specifications for desktop and laptop computers to ensure maximum STPMS performance (e.g. memory, video card, available space required);
- Minimum and optimal operating system requirements;
- Minimum bandwidth;
- Minimum and optimal internet speed including megabits per second ("mbps") down and mbps up; and,
- Minimum and optimal internet browser requirements.

2.10 Service and Support

The Supplier shall supply the Services and support as outlined below.

2.10.1 Implementation

The Supplier shall provide implementation support including, but not limited to:

- STPMS set up and configuration;
- Data Conversion;

- Transition;
- Testing;
- Training;
- Launch; and,
- Ongoing maintenance and support.

2.10.1.1 Set-up and Configuration

The Supplier shall provide set-up and configuration as required by the Client to complete the following:

- Setting up maps for the areas of service;
- Setting up the required user groups (e.g. Client admin, Client planner, etc.)
- Working with the Client's IT staff to configure any hardware as required; and,
- Completing any configuration or customization based on the requirements in Part 2 of the RFP, Appendix I and Client requirements.

2.10.1.2 Data Conversion

The Supplier shall provide data conversion tools and services for the conversion of up to five (5) years' data, as required by the Client to complete the conversion of the following items:

- Calendars;
- Route conversion;
- Bus stop conversion; and,
- Student information conversion.

Data conversion requirements will vary from Client to Client.

2.10.1.3 Transition

The Supplier shall provide configuration, customization, data conversion (for active and historical student data), deployment, training, support and other items required in preparation for a successful delivery of the STPMS and transition based on Client requirements.

2.10.1.4 Testing

In consultation with the Client, the Supplier will conduct integration testing to ensure a successful delivery of the STPMS.

The Supplier shall provide a test environment to complete any testing required.

The Client will conduct their own User Acceptance testing ("UAT") cycles to confirm the STPMS meets the documented requirements.

The Supplier and Client shall have a mutually agreed upon formal signoff process for all testing.

2.10.1.5 Training

The Supplier will provide the following training (in English and French) services, at a minimum, as required by the Client:

- Remote and/or onsite training as required by the client;
- Training on all modules associated with the STPMS; and,

- Different levels of training as requested by each Client, (e.g. remote or on-premise).

2.10.1.6 Launch

The Supplier will provide the Client with all support required to ensure a successful launch. The Supplier shall have a support team available to provide support and answer any questions during the launch period.

2.10.2 Software Support, Maintenance and Licensing

2.10.2.1 Support and Maintenance

The Supplier will provide the following Services as part of the ongoing maintenance and support:

- Accessing qualified help desk staff through multiple means including a toll free number, live chat and email.
- Support Services with the ability to query the status of tickets created through the help desk and service request updates;
- Notifying Clients of any system issues as they become known;
- Work with Client on release management for patches in a manner that does not interfere with the Client's day-to-day operations;
- Providing support when required for the implementation of any patches; and,
- Providing support for current and the previous two (2) or more version of the STPMS.

2.10.2.2 Software Licensing

The Supplier will provide software licensing to the Client for the entire Term of the Agreement and any potential extensions of the Agreement. The Supplier shall provide the Client one (1) year, two (2) year or three (3) software license renewals depending on the Client's preference.

2.10.2.3 Hosted STPMS

The Supplier will be responsible for the ongoing support and maintenance of all infrastructure and hosting components. Such activities may include, but are not limited to:

- Proactive infrastructure maintenance, updates and upgrades that ensures that all infrastructure, application environments and supporting elements are maintained at a current ("n") or, at minimum, n-1 level;
- Designing and execution of infrastructure changes made necessary by component changes; and,
- Responding to and resolve any service requests or incidents in accordance with managed incident and problem management processes and within agreed-to service levels.

Hosting facilities will demonstrate compliancy with Canadian Standard on Assurance Engagements ("CSAE") 3416 (formerly CICA 5970), or equivalent, audit requirements when such information is requested by either OECM or the Client. Hosting facilities should hold an Uptime Institute certification or other industry data centre recognition. Such facilities will be located on Canadian soil.

2.10.2.4 Disaster Recovery and Business Continuity

The Supplier will have a disaster recovery or contingency plan to ensure that data is recoverable and a business continuity plan to ensure the STPMS can continue to be provided during a variety of circumstances.

2.11 STPMS Security and Monitoring

2.11.1 Ownership and Control of Personal Information

No access to or custody over Personal Information by the Supplier, its Personnel, Subcontractors or other persons during provision of the STPMS shall be construed as providing to the Supplier, its Personnel, Subcontractors or other persons any legal control over or any proprietary rights to such Personal Information.

The Supplier shall at all times adhere to the directions of each individual Client with respect to Personal Information. The Supplier shall be liable for all costs associated with a privacy or data breach in case of negligence.

2.11.2 Transmission of Personal Information

The Supplier shall ensure that all individual items of hardware that contain Personal Information and that are permitted, pursuant to the Agreement, to be removed from their facilities, such as for purposes of off-site back-up, may be accessed only by authorized personnel. Access to hardware will be restricted by password or, where password protection is not possible given the nature of the media:

- The media will be protected using physical security measures that prohibit use of the media or access to the Personal Information contained thereon, and
- The Personal Information contained thereon will be encrypted in accordance with the individual Client's encryption standards, that will be further described in the second stage selection process, as revised or replaced from time to time.

The Supplier shall ensure that no Personal Information is transmitted over the Internet or any other wide area network (whether by email or otherwise) unless the Supplier ensures that the Personal Information is encrypted, at a minimum, by 128 bit SSL encryption.

Unless the Agreement otherwise specifies or individual Clients otherwise direct in writing, the Supplier shall not store Personal Information on laptops, Personal Digital Assistants ("PDA"), or any other mobile computing devices.

2.11.3 Encryption

The STPMS shall utilize 128-bit SSL encryption, or higher, between the client browser and the application tier for any or all modules at each individual Client's discretion. The STPMS should use secured protocols such as Secured Shell ("SSH"), Pretty Good Privacy ("PGP"), and/or Secure File Transfer Protocol ("SFTP") encrypted connections where applicable.

All Client data shall be encrypted when it is moved across the network and/or between data centre locations.

2.12 Invoicing to Clients

The Client and Supplier will mutually agree to invoicing details when executing a CSA. Flexibility in invoicing processes is required.

The invoices, in either paper or electronic format, as detailed in the Client's CSA shall be itemized and contain, at a minimum, the following information:

- Client name and location;
- Client purchase order number (if applicable) and order date;
- Description of STPMS or Service provided and Rates; and,
- HST and total cost.

2.13 Payment Terms and Methods

The Client's common payment terms are net thirty (30) days. Different payment terms, however, may be agreed to when executing CSAs (e.g. 2%/10 early payment discount for Clients).

Note – Client’s payment terms will not be in effect until the Supplier provides an accurate invoice.

The Supplier shall accept payment from Clients by cheque, or Electronic Funds Transfer (“EFT”) at no extra charge to the Client.

2.14 Electronic Funds Transfer

The Supplier shall provide the Client with the necessary banking information to enable EFT for any related invoice payments. The necessary information includes, but is not limited to:

- A void cheque;
- Financial institution’s name;
- Financial institution’s transit number;
- Financial institution’s account number; and,
- Email address for notification purposes.

2.15 Customer Support to Clients

The Supplier shall provide effective customer support to Clients including, but not limited to:

- A responsive account executive assigned to the Client to support their needs by providing day-to-day and ongoing administrative, operational support and issue resolution;
- Responding to Client’s inquiries (e.g. to day-to-day activities) within one (1) Business Day;
- Easy access to the Supplier (e.g. by online, toll free telephone number, email, voicemail, or chat) during Client’s business hours;
- Facilitating knowledge transfer, and no-charge educational events (e.g. webinars), if available;
- Attending meetings with Clients, as requested; and,
- Providing reports, upon request.

2.16 Client Reporting Requirements

The Supplier shall be responsible for providing various Service related reports to Clients including, but not limited to:

- Assisting the Clients in preparing internal reports;
- Assisting the Clients in preparing Ministry reports;
- Providing status/progress reports to the Clients as requested; and,
- Delivering presentations to the Clients and/or their representatives.

A Client may, when executing a CSA, seek other reports.

2.17 Agreement Management Support to OECM

OECM will oversee the Agreement, and the Supplier shall provide appropriate Agreement management support including, but not limited to:

- Working and acting in an ethical manner demonstrating integrity, professionalism, accountability, transparency and continuous improvement;
- Attending business review meetings with OECM to review such information as:
 - CSAs and upcoming opportunities;

- Review and monitor performance management compliance;
- Managing issue resolution in a timely manner (with escalation processes to resolve outstanding issues); and,
- Timely submission of reports showing invoiced Services, the applicable Cost Recovery Fee, (“CRF”), and other ad hoc reports as required.

2.17.1 Supplier’s Performance Management Scorecard

To ensure Agreement requirements are met, the Supplier’s performance will be measured and tracked by OECM as described in Appendix G.

2.17.2 Reporting to OECM

The Supplier shall be responsible for providing reports to OECM as further described below, including but not limited to:

- Monthly:
 - Sales reports;
 - QQ status reports;
- Quarterly:
 - CSA status reports;
 - Savings reports; and,
 - Performance management reporting.

Report details will be discussed and established at the Agreement finalization stage between OECM and the Supplier. Other reports may be added, throughout the Term of the Agreement, if mutually agreed upon between OECM and the Supplier.

2.17.3 Sales Reports

The Supplier shall be responsible for providing monthly sales reports to OECM. The reports shall include, but not be limited to:

- Client’s organization name;
- Description of STPMS and/or all Services;
- Rates and total cost (subtotal excluding taxes); and,
- CRFs.

2.18 Licences, Right to Use and Approvals

The Supplier shall obtain all permits, licenses, and approvals required in connection with the supply of the STPMS. The costs of obtaining such permits, licenses, and approvals shall be the responsibility of, and shall be paid for by, the Supplier.

Where a Supplier is required by Applicable Laws to hold or obtain any such permit, licence, and approval to carry on an activity contemplated in its Proposal or in the Agreement, neither acceptance of the Proposal nor execution of the Agreement by OECM or any of its Members shall be considered an approval by OECM or any of its Clients for the Supplier to carry on such activity without the requisite permit, licence, right to use or approval.

2.19 Documentation

The Supplier shall maintain all necessary records related to the provision of the STPMS and Services for seven (7) years after the expiration of the Term of the Agreement.

Further information is detailed in Appendix A – Form of Agreement.

2.20 STPMS and Service Rates

The STPMS Rates, Service Rates, software licensing, maintenance and support, Additional and Optional Module Rates shall be firm for the first three (3) years of the Agreement. The Supplier may, however, lower its Rates for specific Client STPMS or Services without affecting the Rates in the Agreement.

In extenuating circumstances, OECM may consider a Rate adjustment substantially effecting the provision of Products resulting from new or changed municipal, provincial, or federal regulations, by-laws and fluctuations in foreign exchange rates as published by the Bank of Canada, or ordinances. Any such request from the Supplier must be accompanied by documentation deemed appropriate by OECM. The Supplier must submit documentation (i.e. Rate impact analysis) demonstrating how the request affects the delivery of Products in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review of the Supplier's documentation.

2.20.1 Optional Rate Refresh

OECM's goal is to keep Rates as low as possible for Clients. However, the Supplier may request a Rate refresh in the third (3rd) year of the Agreement (e.g. in October 2022) and every year thereafter. The Supplier shall provide a written notice to OECM at least one hundred and twenty (120) days prior to the October 2022 and annually thereafter, if requesting a pricing refresh.

As part of any review OECM will consider Rate adjustments that reflect changes in operation, adjustments due to new or changed municipal, provincial, or federal regulations, by-laws, or ordinances and fluctuations in foreign exchange rates as published by the Bank of Canada, tariffs. Any Rate refresh request from a Supplier must be accompanied and supported by appropriate documentation (e.g. detailed calculations and individual Client impact analysis) to support any Rate adjustment demonstrating how the request affects the delivery of the STPMS and/or Services in this Agreement. OECM will not consider any fixed costs or overhead adjustments in its review. Requested Rate increases cannot exceed the year over year increase of the Commercial Software Price Index provided by Statistics Canada, at the time notice is provided. For more information, please refer to:

<https://www150.statcan.gc.ca/n1/daily-quotidien/180529/dq180529d-eng.htm>

Volumes and Agreement management performance (e.g. Supplier's Performance Management Scorecard results) will be considered when contemplating a Rate refresh.

If a proposed Rate refresh was agreed upon between OECM and the Supplier, the new Rates would only be applicable to the STPMS and Services fulfilled after the effective date of the new Rates. The effective date of the Rate change must allow Clients a minimum of thirty (30) day prior notice. If, however, a proposed Rate increase is not accepted by OECM the Agreement shall be terminated within one-hundred and twenty (120) days unless the Supplier agrees to withdraw its request for a Rate increase and continue the provision of the STPMS and Services at the lower agreed upon Rates.

If a Rate refresh request is not requested, the Rates from the previous period shall remain in effect until the next Rate refresh opportunity.

Decreases to the Rates shall be accepted at any time during the Term of the Agreement.

Agreements will be amended according.

2.20.2 Optional Process to Add Other STPMS Modules and Services

During the Term of the Agreement, if mutually agreed by OECM and the Supplier, other modules of the STPMS or Services may be added to the Agreement to align with Client needs.

If an upgraded version of the STPMS becomes available during the Term of the Agreement, the Supplier shall offer the upgrade at a rate that is mutually agreed upon between the Supplier and the Client.

Additional STPMS module or Service requests from the Supplier must be accompanied by appropriate documentation (e.g. detailed calculations, Service description, and rationale for the addition).

Volumes and Agreement management performance (e.g. Supplier's Performance Management Scorecard results) will be considered when contemplating adding STPMS modules and/or Services. In the event the Supplier's performance is poor and/or unacceptable, OECM may not agree to the Supplier's STPMS module and/or Services refresh request. All other STPMS modules and/or Services shall remain unchanged.

The Supplier may request the addition of STPMS modules or Services annually. The Supplier shall provide a written notice to OECM at least one-hundred-and-twenty (120) days prior to the beginning of each calendar quarter if requesting a STPMS Module and/or Service refresh.

Rates, for newly added STPMS modules and/or Services, will be negotiated at the time ensuring alignment with similar STPMS modules and/or Services currently available on the Agreement.

Agreements will be amended accordingly.

2.21 Saving Calculation

OECM tracks, validates, and reports on savings on all of its agreements. Once OECM receives Client approval, the Supplier shall collaborate with OECM to identify and demonstrate savings.

2.22 OECM's Cost Recovery Fee

During the Term, the Supplier shall pay to OECM a two point five (2.5%) Cost Recovery Fee ("CRF") on a quarterly basis (based on the calendar year) based on the aggregated invoiced value before tax amount of any STPMS and/or Service Rate invoice to the Client.

The first CRF shall be paid to OECM by ~~August~~ ~~October~~ 14, 2019, amounts invoiced by the Supplier to all Clients between the Agreement execution date and ~~July~~ ~~September~~ 31, 2019.

The CRF shall be paid by the tenth (10th) Business Day following each calendar quarter via EFT; and HST is applicable to the cost recovery fee payments made to OECM. OECM's HST registration number is 82290 0924 RT0001.

The cost recovery fee will be reviewed (e.g. annually) and may, at OECM's sole discretion, be adjusted downwards for the remaining Term of the Agreement. OECM may, during the Term of the Agreement, implement other cost recovery fee methodologies. If this occurs, the above-noted cost recovery fee shall not increase.

[End of Part 2]

PART 3 – EVALUATION OF PROPOSALS

3.1 Stages of Proposal Evaluation

OECM will conduct the evaluation of Proposals in the following **six (6)** stages:

Stages	Evaluation	Scoring Methodology and Maximum Points (if applicable)	Minimum Threshold Requirement (if any)
Stage I	Qualification Response	Pass/Fail	Pass
Stage II	Technical Response (Including Demonstration)	3,000	50%
Stage III	Commercial Response	2,000	Not Applicable
Stage IV	Cumulative Score	5,000	Not Applicable
Stage V	Tie Break	No Point Allocation	Not Applicable
Stage VI	Negotiations	No Point Allocation	Not Applicable

3.2 Stage I – Review of Qualification Responses (Pass/Fail)

Stage I will consist of a review to determine which Proposals comply with all of the qualification requirements.

The Proponent must ensure that all qualification requirements have been addressed satisfactorily in its Proposal, in order for the Proposal to proceed to Stage II of the evaluation process.

Any Proposal that is not considered by OECM to meet all qualification requirements, subject to the express and implied rights of OECM, will be disqualified and not evaluated further.

A Proposal must include the following **four (4)** qualification submission forms:

Appendix	Title of Appendix	Method of Submission
Appendix B	Form of Offer	<u>Complete within</u> OTP
Appendix C	Commercial Response	<u>Upload to</u> OTP
Appendix F	Consortium Information Form, if applicable	<u>Complete within</u> OTP, if applicable
Appendix G	Compliance with Agreement	<u>Upload to</u> OTP

Other than inserting the information requested on the qualification submission forms set out above, the Proponent may not make any changes to any of the forms. Any Proposal containing any such changes whether on the face of the form or elsewhere in the Proposal may be disqualified.

The Proponent will not be able to submit a Proposal after the Closing Date.

If the Proponent fails to insert any information required on the Form of Offer, and/or the Consortium Information Form if applicable, OECM may provide such Proponent with an opportunity to rectify such deficiency within a period of two (2) Business Days from notification thereof. Proponents satisfying the identified deficiencies on the Form of Offer, and/or the Consortium Information Form, if applicable, within such period will proceed to Stage II. Proponents failing to satisfy the identified deficiencies within such period will be disqualified and not evaluated further.

3.2.1 Form of Offer – Appendix B (Qualification Response Form)

The Proponent's Proposal must include a fully completed Appendix B – Form of Offer within OTP.

(a) Conflict of Interest

In addition to the other information and representations made by each Proponent in the Form of Offer, each Proponent must declare whether it has an actual or potential Conflict of Interest. If, at the sole and absolute discretion of OECM, the Proponent is found to be in a Conflict of Interest, OECM may, in addition to any other remedies available at law or in equity, disqualify the Proposal submitted by the Proponent.

The Proponent, by submitting its Proposal, warrants that to its best knowledge and belief, no actual or potential Conflict of Interest exists with respect to the submission of the Proposal or performance of the contemplated Agreement other than those disclosed in the Form of Offer. Where OECM discovers a Proponent's failure to disclose all actual or potential Conflicts of Interest, OECM may disqualify the Proponent or terminate any Agreement awarded to that Proponent pursuant to this RFP process.

(b) Insurance

By completing the Form of Offer, the Proponent agrees, if selected, to carry appropriate insurance as outlined in Appendix A – Form of Agreement. The Preferred Proponent must provide proof of such insurance coverage in the form of a valid certificate of insurance prior to the execution of the Agreement by OECM.

(c) General

OECM, in addition to any other remedies it may have in law or in equity, shall have the right to rescind any Agreement awarded to a Proponent in the event that OECM determines that the Proponent made a misrepresentation or submitted any inaccurate or incomplete information in the Form of Offer.

A Proposal that includes conditions, options, variations or contingent statements that are contrary to or inconsistent with the terms set out in the RFP may be disqualified.

3.2.2 Commercial Response – Appendix C (Qualification Submission Form)

The Appendix C – Commercial Response, posted as a separate Microsoft Excel file, must be completed and uploaded into the Commercial Envelope in OTP in accordance with the instructions contained below and in Appendix C, provided that the following shall apply:

- The Proponent shall propose maximum Rates for Resources applicable to all Clients;
- Unless otherwise stated all Rates shall be provided in Canadian funds and shall include all applicable costs including, but not limited to overhead, materials, fuel, fuel surcharge, duties, tariffs, office support, profit, permits, licences, labour, insurance, and Workplace Safety Insurance Board costs;
- All Rates shall be quoted exclusive of the HST, or other similar taxes; and,
- In the event of any discrepancy in the Rates within a Proposal, the lowest Rate submitted shall prevail.

The Proponent is deemed to confirm that it has prepared its Proposal with reference to all of the provisions of the RFP, that it has factored all of the provisions of the Agreement, if any, into its pricing assumptions, calculations and into its proposed Rates indicated in its Commercial Response.

3.2.3 Consortium Information Form – Appendix F (Qualification Submission Form, if Applicable)

Each Proposal must include, a fully completed Appendix F – Consortium Information Form within OTP, if applicable to the Proponent.

3.2.4 Compliance with Agreement – Appendix G (Qualification Submission Form)

The Appendix G – Compliance with Agreement must be completed, and uploaded into the Commercial Envelope in OTP.

3.3 Stage II – Technical Response (Including Demonstration)

Stage II will consist of an evaluation and scoring of each Eligible Proposal on the basis of the Proponent's Technical Responses. Technical Response includes a series of questions the Proponent is required to

respond to. The responses will be assessed to determine the Proponent's ability to fulfill the RFP Deliverables. Only information contained within Appendix E – Technical Response will be evaluated.

A Proposal that meets or exceeds the minimum thresholds will receive a **pass** in this stage and proceed to Stage III of the evaluation process.

Any Proposal that does **not** meet the required minimum thresholds will **not** be evaluated further.

It is important that the Proposal clearly provides all the necessary information so that a thorough assessment of the Proponent's experience, qualifications, and capabilities can be made.

In the case that contradictory information or information that contains conditional statements is provided, OECM will, in its sole and absolute discretion, determine whether the response complies with the requirements, and may seek clarification from the Proponent. The contradictory information may result in the Proposal receiving a low score for that particular Technical Response.

A Proposal that does not respond to a particular question, or it is left blank or contains a response of N/A or not applicable will receive a zero (0) score.

Each Technical Response (Appendix E) should:

- Be complete (bullet point format is acceptable);
- Be concise and factual; and,
- Demonstrate the Proponent's understanding of the RFP Deliverables by providing responses validating its capabilities.

The Appendix I – ~~Additional Functionality E-Schedule 1—System Capabilities and Functional Requirements~~, posted as a separate Microsoft Excel file, must be completed and uploaded into the Technical Response envelope in OTP in accordance with the instructions contained on the instruction page of the Microsoft Excel File.

The following is an overview of the point allocation and minimum threshold requirements for the applicable Technical Response components for this RFP:

Technical Response Components	Available Points	Minimum Threshold, if any
1. Proponent's Experience and Qualification	500	50%
2. System Requirements, Functionality, Service and Support	1400	
3. Demonstration	1100	50%
TOTAL POINTS:	3,000	1500

Detailed point allocations and applicable minimum thresholds requirements are set out in Appendix E – Technical Response.

N/A indicates not applicable.

3.3.1 Demonstration

All Proponents will be required to provide a demonstration of their STPMS

It is anticipated that the demonstration will occur at OECM in January 2019. The Proponent should ensure its key resources are available to attend the demonstration.

OECM will send a notice and further detail to the Proponent seven (7) to ten (10) Business Days in advance of the proposed date and time for the demonstration. OECM will use the contact information provided by the Proponent in their Appendix B Form of Offer to issue the notification for demonstration. The notification will include the Proponents scheduled demonstration date, time, the location details and any other additional information that may be required.

Due to OECM's schedule limitations demonstration rescheduling requests may or may not be granted subject to the sole discretion of OECM.

After the Proponent notification and prior to the scheduled demonstration date, the Proponent may ask questions that are strictly related to scheduling, logistics and setup. OECM, in its sole discretion, may decline to answer questions that are outside the above stated scope. Questions asked must be in writing to the RFP contact up to two (2) days prior to the scheduled demonstration date and OECM will respond within one (1) Business Day.

The demonstration session is not an opportunity for the Proponents to add information or to modify their Proposal, nor is it an opportunity to market products or services. Proponents will be required to follow the demonstration instructions provided by OECM.

Proponents may be required to answer questions during the demonstration. There may be a time restriction to the question and answer period.

3.3.2 Attendance

Up to five (5) Proponent participants (including technical staff) may attend the demonstration.

OECM will have a facilitator who will be assigned to liaise with the Proponents during the demonstration. All communication between the Proponent and the evaluation team shall be conducted via the OECM facilitator.

OECM will give each Proponent thirty (30) minutes in advance of the scheduled start time to set up and connect to their technology and up to two (2) hours to conduct the demonstration.

3.3.3 Demonstration Process, Topics and Sequence

While demonstrating the activities, Proponents should provide a verbal explanation/description of what is being demonstrated.

Evaluation Committee will evaluate the Proponent's ability to demonstrate each activity and the ability to meet the evaluation criteria.

Following the demonstration, OECM and the Proponent will break. After the break, OECM, in its sole discretion, may choose to ask the Proponent clarification questions strictly related to the demonstration.

Questions, if any, will be asked by the OECM facilitator. OECM facilitator may also direct the Proponent to repeat demonstration of activities if required.

The Proponent may provide OECM with supporting materials containing the demonstration details and the steps described. If such materials are used, the Proponent must email the RFP contact a copy of the materials no later than one (1) Business Day prior to the Proponent's scheduled demonstration date and time. Additionally, on the scheduled demonstration day the Proponent may be requested to bring hard copies (the number of hard copies required will be specified in the notification) of the demonstration materials, if required.

3.4 Stage III – Commercial Response

At the completion of Stage III of the evaluation, Appendix C - Commercial Response will be opened for all Eligible Proposals.

The following table provides an overview of the point allocations for the applicable Commercial Response components:

Commercial Response Components	Available Points
1. STPMS and Additional Modules	1,100
2. Services including Annual Software License and Support Agreement	750
3. Training, remote and/or onsite	150

Commercial Response Components	Available Points
TOTAL POINTS:	2,000

Refer to Appendix C – Commercial Response for sub-point allocations.

Each Rate will be evaluated based on the relationship of the Proponent's proposed Rate in comparison to other Proponent's proposed Rates on Appendix C - Commercial Response using a relative formula.

The below is an example of how points will be calculated for proposed Rates:

EXAMPLE OF COMMERCIAL RESPONSE EVALUATION FOR TRAINING, REMOTE AND ONSITE		
Proposed Rates	Calculation	Resulting Points
If Proponent 1 proposes the lowest Rate of \$100.00 for Training, it would receive 100% of the points allocated.	$\$100 \div \100×150 Points	150
If Proponent 2 proposes the second lowest Rate of \$200.00 for Training, it would receive 50% of the points allocated.	$\$100 \div \200×150 Points	75
If Proponent 3 proposes the third lowest Rate of \$400.00 for Training, it would receive 25% of the points allocated.	$\$100 \div \400×150 Points	37.5

Where:

- \$0.00 is entered in any Rate cell, it is deemed to mean that the particular STPMS, Module or Service will **be provided to Clients at no cost**. Therefore, when evaluating and scoring the Rates, a Proposal specifying \$0.00 in a Rate cell in Appendix C – Commercial Response shall receive the maximum point allocation for that particular STPMS, Module or Service.
 - The remaining Proponents will be evaluated, also using a relative formula, based on the remaining percentage of available points. For example, in a hypothetical situation where five (5) Proposals were received and one (1) Proponent proposed \$0.00 Rate for a particular STPMS, Module or Service, that Proponent will receive the maximum sub-point allocation, and the remaining four (4) Proponents will be evaluated based on eighty percent (80%) of the available sub-point allocation.
 - In a hypothetical situation where five (5) Proposals were received and two (2) Proponents proposed \$0.00 Rate for a particular STPMS, Module or Service, these Proponents will receive the maximum sub-point allocation, and the remaining three (3) Proponents will be evaluated based on sixty percent (60%) of the available sub-point allocation.
- N/A or not applicable is entered or there is left blank cell for the STPMS, Module or Service, it is deemed to mean that the particular STPMS, Module or Service will **not be provided** to Clients. Therefore, when evaluating and scoring the Rates, a Proposal specifying N/A or not applicable, or left blank in Appendix C - Commercial Response will receive a zero (0) point allocation for that particular pricing component.

Proponents are cautioned not to assume that the Proposal with the lowest Rate will result in an Agreement award, and there will be no legally binding relationship created with any Proponent prior to the execution of a written Agreement.

3.5 Stage IV – Cumulative Score

At this stage, the scores from Stages II and III and ~~IV~~ will be totaled for each Proposal and subject to the express and implied rights of OECM; the Proponents with the highest scoring Proposals or all Proponents may become the Preferred Proponents and be invited to negotiations, as further described below.

Reference checks will be performed to confirm or clarify information provided within the Proposal. The reference checks themselves will not be scored, however, OECM may adjust Technical Response scores related to the information obtained during the reference check.

3.6 Stage V - Tie Break Process

At this stage, where two (2) or more of the highest scoring Proposals achieve a tie score on completion of the Stage V, OECM may invite all Proponents to negotiations or break the tie by selecting the Proposal with the highest score in Stage IV – Commercial Response.

3.7 Stage VI – Negotiations

Concurrent negotiations, with the Preferred Proponents, will be based on the RFP requirements, and the Preferred Proponent's Proposal, understanding OECM is seeking the best overall solution and value for money for Clients.

- The negotiations may include:
 - Performance, KPIs, reporting;
 - Agreement terms and conditions;
 - Additional references, if required;
 - Rates; and,
 - Best and Final Offer.

OECM may also request supplementary information from a Preferred Proponent to verify, clarify or supplement the information provided in its Proposal or confirm the conclusions reached in the evaluation and may include requests by OECM for improved Rates.

OECM intends to complete negotiations within fifteen (15) calendar days after notification. If, for any reason, OECM and a Preferred Proponent fail to reach an agreement within the aforementioned timeframe, OECM may at its sole and absolute discretion (a) request the Preferred Proponent to submit its Best and Final Offer; (b) terminate discussions and negotiations with that particular Preferred Proponent, or (c) extend the negotiation timeline.

Once a Preferred Proponent and OECM reach an agreement, that Preferred Proponent will be invited to execute an Agreement.

3.8 Agreement Finalization

Upon, successful completion of the negotiation process the Preferred Proponent will be afforded five (5) Business Days to execute the Agreement. Once the Agreement has been executed, Clients may execute a CSA with the Supplier.

OECM shall at all times be entitled to exercise` its rights under Section 4.11.

3.8.1 Notification to Other Proponents

Once the Agreement is executed between OECM and the Preferred Proponent, the other Proponents shall be notified directly in writing and by public posting in the same manner that the RFP was originally posted, of the outcome of the procurement process and the award of the Agreement.

3.9 Agreement Launch and Marketing

OECM will promote the use of the Agreement with Clients as set out in Section 1.11. During the post-award period, the Supplier will be expected to meet with OECM, as-and-when-required, to discuss an effective collaborative Agreement launch approach.

OECM will work closely with the Supplier and request that, where available, communications and marketing experts join discussions to achieve the desired outcome. During this period, the Supplier should provide OECM the information as requested including, but not limited to:

- Supplier profile and logo;
- Supplier contact information; and,

- Access to training materials (e.g. webinars).

[End of Part 3]

PART 4 - TERMS AND CONDITIONS OF THE RFP PROCESS

4.1 Definitions

Unless otherwise specified in this RFP, capitalized words and phrases have the meaning set out in the Form of Agreement attached as Appendix A to this RFP.

“Applicable Law” means any common law requirement and all applicable and enforceable statutes, regulations, directives, policies, administrative interpretations, orders, by-laws, rules, guidelines, approvals and other legal requirements of any government and/or regulatory authority in effect from time to time;

“Best and Final Offer” or **“BAFO”** means a process during the negotiation in which the Preferred Proponent may be invited by OECM to submit a best and final offer on a process or section of the RFP to improve on their original Proposal submission. BAFO cannot be requested by a Proponent;

“Broader Public Sector” or **“BPS”** means all Municipalities, Academic Institutions, School Boards, Health Care Providers and Major Transfer Payment Recipients in the Province. Please see <http://www.doingbusiness.mgs.gov.on.ca/mbs/psb/psb.nsf/EN/bpsdef.html> for more information;

“Business Day” or **“Day”** means Monday to Friday between the hours of 8:00 a.m. to 5:00 p.m. local time in Toronto, Ontario, Canada except when such a day is a public holiday, as defined in the *Employment Standards Act* (Ontario), or as otherwise agreed to by the parties in writing;

“Client” means a Student Transportation Consortium that may acquire STPMS and Services under the Agreement resulting from the RFP;

“Client-Supplier Agreement” or **“CSA”** means a schedule attached to the Agreement, which is executed between Clients and a Supplier for the provision of the Deliverables in the RFP;

“Closing Date” means the Proposal submission date and time as set out in Section 4.6.1 and may be amended from time to time in accordance with the terms of this RFP;

“Commercial Response” means the Rates submitted by the Proponent within Appendix C and uploads to OTP as part of the commercial envelope;

“Confidential Information” means confidential information of OECM and/or any Client (other than confidential information which is disclosed to the Preferred Proponent in the normal course of the RFP) where the confidential information is relevant to the Deliverables required by the RFP, its pricing or the RFP evaluation process;

“Conflict of Interest” means any situation or circumstance where, in relation to the performance of its obligations under the Agreement, the Proponent’s other commitments, relationships or financial interests (i) could or could be seen to exercise an improper influence over the objective, unbiased, and impartial exercise of its independent judgment; or (ii) could or could be seen to compromise, impair, or be incompatible with the effective performance of its obligations under the Agreement;

“Consortium” means when more than one (1) business entities (e.g. consortium members) agree to work together and submit one (1) Proposal to satisfy the requirements of the RFP. One (1) of the consortium members shall identify itself as the Proponent and assume full responsibility and liability for the work and actions of all consortium members;

“Cost Recovery Fee” or **“CRF”** means a fee, which contributes to the recovery of OECM’s operating costs as a not-for-profit/non share corporation, which is based on the before tax amount invoiced by the Supplier to Clients for Deliverables acquired through OECM’s competitively sourced agreements. Once CSAs have been executed, this fee is collected and remitted by the Supplier to OECM on a quarterly basis;

“Deliverables” means STPMS and Services to be delivered as specified in this RFP;

“Eligible Proposal” means a Proposal that meets or exceeds the prescribed requirement, proceeding to the next stage of evaluation;

“FIPPA” means the *Freedom of Information and Protection of Privacy Act*, R.S.O. 1990, c. F.31, and all regulations adopted thereunder, in each case, as amended or replaced from time to time;

“Geographic Information System” or **“GIS”** means a system designed to capture, store, manipulate, analyze, manage, and present geographic data;

“Master Agreement” or **“Agreement”** means the agreement to be made between the Preferred Proponent and OECM based on the template attached as Appendix A – Form of Agreement, together with all schedules and appendices attached thereto and all other documents incorporated by reference therein, as amended from time to time by agreement between OECM and the Supplier;

“Ministry” means the Ontario Ministry of Education;

“OECM” means the Ontario Education Collaborative Marketplace;

“OECM’s Deadline for Issuing Final Addenda” means the date and time as set out in Section 4.6.1 of this RFP and may be amended from time to time in accordance with the terms of this RFP;

“Ontario Tenders Portal” or **“OTP”** means the electronic tendering platform <https://ontariotenders.bravosolution.com/esop/nac-host/public/home.html> through which a Proponent’s Proposal must be submitted by the Closing Date;

“Open Application Program Interface (API)” means open API (often referred to as a public API) is a publicly available application programming interface that provides developers with programmatic access to a proprietary software application or web service. **API’s** are sets of requirements that govern how one application can communicate and interact with another.

“Personal Information” or **“PI”** is defined in Appendix A the Form of Agreement;

“Personnel” means the Supplier’s directors, officers, agents, employees, Subcontractors, independent contractors or third party providers

“Preferred Proponent” means the Proponent that is invited into negotiations in accordance with the evaluation process set out in this RFP;

“Products and Services” means all the Deliverables to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Proponent” means an entity that submits a Proposal in response to this RFP and, as the context suggest, refers to a potential Proponent;

“Proposal” means all of the documentation and information submitted by a Proponent in response to the RFP;

“Rates” means the prices for the Deliverables as set out in the Proponent’s submitted Appendix C - Commercial Response;

“Request for Proposals” or **“RFP”** means this Request for Proposals RFP # 2018-310 issued by OECM, including all appendices and addenda thereto;

“Services” means all the services to be provided or performed by the Supplier, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Supplier;

“Student Information System” or **“SIS”** means the student information system that holds the student data used by the DSBs. One Consortium may be responsible for multiple DSBs that have different SIS and/or have set up their student data differently.

“Student Transportation Planning and Management System” or **“STPMS”** means the student transportation planning and management system and all customization and additional software to be

provided or performed by the Proponent, under the Agreement, and includes everything that is necessary to be supplied, provided or delivered by the Proponent;

“**Subcontractor**” includes the Supplier’s subcontractors or third party providers or their respective directors, officers, agents, employees or independent contractors, who shall fall within the meaning of Supplier for the purposes of the Agreement as mutually agreed upon by the Client;

“**Supplier**” means a Preferred Proponent who has fully executed an Agreement with OECM and has assumed full liability and responsibility for the provision of Deliverables pursuant to the Agreement either as a single Supplier or a lead Supplier engaging other suppliers or Subcontractors;

“**Technical Response**” means the technical information the Proponent submits within OTP as part of the technical envelope;

“**Term**” has the meaning set out in Section 1.4 of this RFP;

“**Student Transportation Consortium**” means one (1) entity representing coterminous district school boards in Ontario by managing their student transportation services.

“**Student Transportation Consortia**” means more than one (1) Student Transportation Consortium.

More information regarding Student Transportation Consortia can be found here:

<https://sbsb.edu.gov.on.ca/VDIR1/Student%20Transportation/AboutTransportation.aspx> ; and,

“**Unfair Advantage**” means any conduct, direct or indirect, by a Proponent that may result in gaining an unfair advantage over other Proponents, including but not limited to (i) possessing, or having access to, information in the preparation of its Proposal that is confidential to OECM and which is not available to other Proponents, (ii) communicating with any person with a view to influencing, or being conferred preferred treatment in, the RFP process, or (iii) engaging in conduct that compromises or could be seen to compromise the integrity of the RFP process and result in any unfairness; and,

4.2 No Contract until Execution of Written Agreement

This RFP process is intended to identify Proponents for the purpose of negotiation of potential Agreements. The negotiation process is further described in Part 3 – Evaluation of Proposals.

No legal relationship or obligation regarding the procurement of any Resources shall be created between the Proponent and OECM by this RFP process until the successful completion of negotiation and execution of a written Agreement for the provision of the STPMS and Services has occurred.

4.3 Non-Binding Rates Estimates

While the Proposal Rates will be non-binding prior to the execution of a written Agreement, such information will be assessed during the evaluation and ranking of the Proposals, as further described in Part 3 – Evaluation of Proposals. Any inaccurate, misleading, or incomplete information, including withdrawn or altered Rates, could adversely impact any such evaluation, ranking, or Agreement award.

4.4 No Guarantee of Volume of Work or Exclusivity of Agreement

The volume information contained in this RFP constitutes an estimate and is supplied solely as a guideline to the Proponent. Such information is not guaranteed, represented, or warranted to be accurate, nor is it necessarily comprehensive or exhaustive.

Nothing in this RFP is intended to relieve the Proponent from forming its own opinions and conclusions with respect to the matters addressed in this RFP. Volumes are an estimate only and may not be relied on by the Proponent.

OECM makes no guarantee of the value or volume of work to be assigned to the Supplier.

The Agreement executed with the Supplier may not be an exclusive Agreement for the provision of the Deliverables. Clients may contract with others for the same or similar Deliverables to those described in this RFP.

4.5 Proponent Consortium Information

Where a consortium is responding to this RFP, the following shall apply:

One (1) of the members of the Consortium shall identify itself as the Proponent on behalf of the consortium in Appendix B – Form of Offer within OTP. The Proponent must also list all consortium members and state what each member will supply in Appendix F – Consortium Information Form within OTP; and,

The Proponent shall assume full responsibility and liability for the work and actions of all consortium members with respect to the obligations to be assumed pursuant to this RFP.

4.6 General Information and Instructions

4.6.1 RFP Timetable

The following is a summary of the key dates for this RFP process:

RFP Timetable	
Event	Date/Time
OECEM's Issue Date of RFP:	October 29, 2018
Proponent's Information and OTP Demonstration Session:	2:00 pm on November 5, 2018
Proponent's Deadline to Submit Questions:	5:00 pm on November 7, 2018
OECEM's Deadline for Issuing Answers:	November 12, 2018
Proponent's Deadline to Submit Questions Related to <u>Addenda & Question and Answer Documents</u> :	5:00 pm on November 16 44 , 2018
OECEM's Deadline for Issuing Final Addenda:	November 21 49 , 2018
Closing Date:	2:00:00 pm on December 6 November 28 , 2018
Agreement Start Date:	February 2019

Note – all times specified in this RFP timetable are local times in Toronto, Ontario, Canada.

OECEM may amend any timeline, including the Closing Date, without liability, cost, or penalty, and within its sole discretion.

In the event of any change in the Closing Date, the Proponent may thereafter be subject to the extended timeline.

4.6.2 Proponent's Information and OTP Demonstration Session

The Proponent may, but is not required to, participate in the Proponent's Information and OTP Demonstration Session, which will take place at the time set out in Section 4.6.1.

Prior to the Proponent's Information and OTP Demonstration Session, OECEM will send a **Message** via OTP with the teleconference and webinar information to the Proponents who expressed interest on OTP.

The Proponent's Information and OTP Demonstration Session may provide an opportunity for the Proponent to enhance its understanding of this RFP and to learn how to use OTP to submit its Proposal.

Any changes to the Proponent's Information and OTP Demonstration Session meeting date will be issued in an addendum on OTP.

Information provided during this session will be posted on OTP.

In the event of a conflict or inconsistency between the Proponent's Information and OTP Demonstration Session and the RFP, the RFP shall prevail.

The Proponent can contact OTP technical support directly for further assistance, using the contact details set out in Section 4.8.1.

4.6.3 Proponent to Follow Instructions

The Proponent should structure its Proposal in accordance with the instructions in this RFP. Where information is requested in this RFP, any response made in the Proposal should reference the applicable section numbers of this RFP where that request was made.

4.6.4 Proposal in English

All Proposal submissions are to be in English only. Any Proposal received by OECM that is not entirely in the English language may be disqualified.

4.6.5 OECM's Information in RFP Only an Estimate

OECM makes no representation, warranty or guarantee as to the accuracy of the information contained in this RFP or issued by way of addenda. Any data contained in this RFP or provided by way of addenda are estimates only and are for the sole purpose of indicating to Proponents the general size of the work.

It is the Proponent's responsibility to avail itself of all the necessary information to prepare a Proposal in response to this RFP.

4.6.6 Proponent's Costs

The Proponent will bear all costs and expenses incurred relating to any aspect of its participation in this RFP process, including all costs and expenses relating to the Proponent's participation in:

- The preparation, presentation and submission of its Proposal;
- The Proponent's attendance at any meeting in relation to the RFP process, including any presentation and/or interview;
- The conduct of any due diligence on its part, including any information gathering activity;
- The preparation of the Proponent's own questions; and,
- Any discussion and/or finalization, if any, in respect of the Form of Agreement.

4.7 Communication after RFP Issuance

4.7.1 Communication with OECM

All communications regarding any aspect of this RFP must be sent to OECM as **Messages** in OTP.

If the Proponent fails to comply with the requirement to direct all communications to OECM through OTP, it may be disqualified from this RFP process. Without limiting the generality of this provision, Proponents shall not communicate with or attempt to communicate with the following as it relates to this RFP:

- Any employee or agent of OECM;
- Any member of OECM's governing body (such as Board of Directors, or advisors);
- Any employee, consultant or agent of OECM's Clients, including Project Advisory Committee members; and,
- Any elected official of any level of government, including any advisor to any elected official.

4.7.2 Proponent to Review RFP

The Proponent shall promptly examine this RFP and all Appendices, including the Form of Agreement and:

- Shall report any errors, omissions or ambiguities; and,
- May direct questions or seek additional information **on** or **before** the Proponent's Deadline for Questions to OECM.

All questions submitted by Proponents shall be deemed to be received once the **Message** has entered into OECM's OTP inbox.

In answering a Proponent's questions, OECM will set out the question, without identifying the Proponent that submitted the question and OECM may, in its sole discretion:

- Edit the question for clarity;
- Exclude questions that are either unclear or inappropriate; and,
- Answer similar questions from various Proponents only once.

Where an answer results in any change to the RFP, such answer will be formally evidenced through the issue of a separate addendum for this purpose.

To ensure the Proponent clearly understand issued addenda, OECM allows Proponents to ask questions about issued addenda. Refer to Section 4.6.1 for timelines.

OECM is under no obligation to provide additional information but may do so at its sole discretion.

It is the responsibility of the Proponent to seek clarification, by submitting questions to OECM through OTP, on any matter it considers to be unclear. OECM shall not be responsible for any misunderstanding on the part of the Proponent concerning this RFP or its process.

4.7.3 Proponent to Notify

In the event the Proponent has any reason to believe that an error, omission or ambiguity, as set out in Section 4.7.2 exists, the Proponent must notify OECM through OTP prior to submitting a Proposal.

If appropriate, OECM will then clarify the matter for the benefit of all Proponents.

The Proponent shall not:

- After submission of a Proposal, claim that there was any misunderstanding or that any of the circumstances set out in Section 4.2.2 were present with respect to the RFP; and,
- Claim that OECM is responsible for any of the circumstances listed in Section 4.7.2 of this RFP.

4.7.4 All New Information to Proponents by way of Addenda

This RFP may only be amended by an addendum in accordance with this Section.

If OECM, for any reason, determines that it is necessary to provide additional information relating to this RFP, such information will be communicated to all Proponents by addenda on OTP. Each addendum shall form an integral part of this RFP.

Any amendment or supplement to this RFP made in any other manner will not be binding on OECM.

Such addenda may contain important information including significant changes to this RFP. The Proponent is responsible for obtaining all addenda issued by OECM.

The Proponent who intends to respond to this RFP is requested not to cancel the receipt of addenda or amendments option provided by OTP, since it must obtain all of the information documents that are issued on OTP.

In the event that a Proponent chooses to cancel the receipt of addenda or amendments, its Proposal may be rejected.

4.8 Proposal Submission Requirements

4.8.1 General

The Proponent shall submit its Proposal through OTP at <https://ontariotenders.bravosolution.com/esop/nac-host/public/web/login.html>.

The Proponent should contact OTP customer support if it experiences technical difficulties or to seek support about the use of OTP via:

- Email at eTenderhelp_CA@bravosolution.com; or,
- By phone at 866-722-7390.

To be considered in the RFP process, a Proposal must be submitted and received **before** the Closing Date as set out in Section 4.6.1 and on OTP.

The Proponent is strongly encouraged to become familiar with the use of OTP well in advance of the Closing Date.

The Proponent will not be able to submit a Proposal **after** the Closing Date, as OTP will close the access to the RFP on the Closing Date.

A Proposal sent by, email, facsimile, mail and/or any other means other than stated in this RFP shall **not** be considered. Notwithstanding anything to the contrary contained in any applicable statute relating to electronic documents transactions, including the *Electronic Commerce Act, 2000, S.O. 2000, c. 17*, any notice, submission, statement, or other instrument provided in respect of the RFP may not be validly delivered by way of electronic communication, unless otherwise provided for in this RFP.

4.8.2 Proposal Submission Requirements

The Proposal should be submitted in accordance with the instructions set out on OTP and in this RFP as set out below.

- **Qualification Response must include:**
 - Appendix B – Form of Offer **completed within** OTP;
 - Appendix F – Consortium Information Form (if applicable) **completed within** OTP; and,
 - Appendix G – Compliance with Agreement completed and **uploaded to** OTP.
- **Technical Response should include:**
 - Appendix E – Technical Response **completed within** OTP; and,
- **References:**
 - Appendix D – Reference Form **completed within** OTP.
- **Commercial Response must include:**
 - Appendix C – Commercial Response completed and **uploaded to** OTP.

4.8.3 Other Proposal Considerations

In preparing its Proposal, the Proponent should adhere to the following:

- Information contained in any embedded link will not be considered part of a Proposal, and will not be evaluated or scored;
- Completely address, on a point-by-point basis, each technical question in Appendix E – Technical Response. Technical Responses left blank and/or unanswered will receive a score of zero (0). Refer to Section 3.3;
- Information attached as part of the Commercial Envelope in OTP will not be considered as part of the evaluation of Evaluation Stage II - Technical Response. Refer to Section 3.3; and,
- The Proposal should be complete in all respects. Proposal evaluation and scoring applies only to the information contained in the Proposal, or accepted clarifications as set out in Section 4.8.12 Clarification of Proposals.

4.8.4 Proposal Receipt by OECM

Every Proposal received will be date/time stamped by OTP.

A Proponent should allow sufficient time in the preparation of its Proposal to ensure its Proposal is received **on** or **before** the Closing Date.

4.8.5 Withdrawal of Proposal

A Proponent may withdraw its Proposal only by deleting its submission on OTP **before** the Closing Date.

4.8.6 Amendment of Proposal on OTP

A Proponent may amend its Proposal after submission through OTP, but only if the Proposal is amended and resubmitted **before** the Closing Date.

4.8.7 Completeness of Proposal

By submitting a Proposal, the Proponent confirms that all of the components required to use and/or manage the STPMS and Services have been identified in its Proposal or will be provided to OECM or its Clients at no additional charge. Any requirement that may be identified by the Proponent after the Closing Date or subsequent to signing the Agreement shall be provided at the Proponent's expense.

4.8.8 Proposals Retained by OECM

All Proposals submitted by the Closing Date shall become the property of OECM and will not be returned to the Proponent.

4.8.9 Acceptance of RFP

By submitting a Proposal, a Proponent agrees to accept the terms and conditions contained in this RFP, and all of the representations, terms, and conditions contained in its Proposal.

4.8.10 Amendments to RFP

Subject to Section 4.6.1 and Section 4.7.4, OECM shall have the right to amend or supplement this RFP in writing prior to the Closing Date. No other statement, whether written or oral, shall amend this RFP. The Proponent is responsible to ensure it has received all addenda.

4.8.11 Proposals will not be Opened Publicly

The Proponent is advised that there will not be a public opening of this RFP. OECM will open Proposals at a time subsequent to the Closing Date.

4.8.12 Clarification of Proposals

OECM shall have the right at any time after the Closing Date to seek clarification from any Proponent in respect of the Proposal, without contacting any other Proponent.

OECM will exercise this right in a similar manner for all Proponents who, in the opinion of OECM, make an unintentional error of form in its Proposal.

Any clarification sought shall not be an opportunity for the Proponent to either correct errors or to change its Proposal in any substantive manner. Subject to the qualification in this provision, any written information received by OECM from a Proponent in response to a request for clarification from OECM may be considered, if accepted, to form an integral part of the Proposal, at OECM's sole and absolute discretion.

OECM shall not be obliged to seek clarification of any aspect of any Proposal.

4.8.13 Verification of Information

OECM shall have the right, in its sole discretion, to:

- Verify any Proponent's statement or claim made in its Proposal or made subsequently in a clarification, interview, site visit, oral presentation, demonstration, or discussion by whatever means OECM may

deem appropriate, including contacting persons in addition to those offered as references, and to reject any Proponent statement or claim, if such statement or claim or its Proposal is patently unwarranted or is questionable, which may result in changes to the scores for the Proponent's Technical Response; and,

- Access the Proponent's premises where any part of the work is to be carried out to confirm Proposal information, quality of processes, and to obtain assurances of viability, provided that, prior to providing such access, the Proponent and OECM shall have agreed on access terms including pre-notification, extent of access, security and confidentiality. OECM and the Proponent shall each bear its own costs in connection with access to each other's premises.

The Proponent shall co-operate in the verification of information and is deemed to consent to OECM verifying such information, including references.

4.8.14 Proposal Acceptance

The lowest price Proposal or any Proposal shall not necessarily be accepted. While price is an evaluation criterion, other evaluation criteria as set out in Part 3 will form a part of the evaluation process.

4.8.15 RFP Incorporated into Proposal

All provisions of this RFP are deemed to be accepted by each Proponent and incorporated into each Proposal.

4.8.16 Exclusivity of Contract

The Agreement, if any, with the Preferred Proponent will not be an exclusive agreement for the provision of the described Deliverables.

4.8.17 Substantial Compliance

OECM shall be required to reject Proposals, which are not substantially compliant with this RFP.

4.8.18 No Publicity or Promotion

No Proponent, including the Preferred Proponent, shall make any public announcement or distribute any literature regarding this RFP or otherwise promote itself in connection with this RFP or any arrangement entered into under this RFP without the prior written approval of OECM.

In the event that a Proponent, including the Preferred Proponent, makes a public statement either in the media or otherwise in breach of this requirement, in addition to any other legal remedy it may have in law, in equity or within the context of this RFP, OECM shall be entitled to take all reasonable steps as may be deemed necessary by OECM, including disclosing any information about a Proposal, to provide accurate information and/or to rectify any false impression which may have been created.

4.9 Negotiations, Timelines, Notification and Debriefing

4.9.1 Negotiations with Preferred Proponent

OECM reserves the right to accept or reject any Proposals in whole or in part; to waive irregularities and omissions, if doing so is in the best interests of OECM and its Clients.

The Preferred Proponent shall execute the Agreement in the form attached to this RFP with negotiated changes, if any, and satisfy any other applicable conditions of this RFP within twenty (20) days of invitation to enter into negotiations. This provision is solely to the benefit of OECM and may be waived by OECM at its sole discretion.

If the Preferred Proponent and OECM cannot execute the Agreement within the allotted twenty (20) days, OECM will be at liberty to extend the timeline, request the Preferred Proponent to submit its Best and Final Offer as described in Section 3.8 or to terminate discussions and negotiations with the Preferred Proponent.

4.9.2 Failure to Execute an Agreement

When the Preferred Proponent successfully reaches an agreement with OECM at the end of the negotiation process in accordance with the evaluation set out in this RFP, the Preferred Proponent will be allotted five (5) days to execute the Agreement.

If the Preferred Proponent cannot execute the Agreement within the allotted timeframe, OECM may rescind the invitation to execution and Agreement.

In accordance with the process rules in this Part 4 – Terms and Conditions of this RFP, there will be no legally binding relationship created with any Proponent prior to the execution of a written agreement.

4.9.3 Notification to Other Proponents

Once the Agreement is executed, other Proponents will be notified directly in writing and shall be notified by public posting in the same manner that the RFP was originally posted of the outcome of the procurement process and the award of the contract.

4.9.4 Agreement

If an Agreement is subsequently negotiated and awarded to a Preferred Proponent as a result of this RFP process;

- Any such Agreement will commence upon signature by the duly authorized representatives of OECM and the Preferred Proponent; and,
- May include, but not be limited to, the general Agreement terms contained in Appendix A.

4.9.5 Debriefing

Any Proponent may request a debriefing after receipt of a notification of award. All requests must be in writing to OECM and must be made within sixty (60) days of notification of award. The intent of the debriefing information session is to aid the Proponent in presenting a better proposal in subsequent procurement opportunities. Any debriefing provided is not for the purpose of providing an opportunity to challenge the procurement process.

4.9.6 Bid Dispute Resolution

In the event that the Proponent wishes to review the decision of OECM in respect of any material aspect of the RFP process, and subject to having attended a debriefing, the Proponent shall submit a protest in writing to OECM within ten (10) days from such a debriefing.

Any request that is not timely received will not be considered and the Proponent will be notified in writing.

A protest in writing should include the following:

- A specific identification of the provision and/or procurement procedure that is alleged to have been breached;
- A specific description of each act alleged to have breached the procurement process;
- A precise statement of the relevant facts;
- An identification of the issues to be resolved;
- The Proponent's arguments and supporting documentation; and,
- The Proponent's requested remedy.

For the purpose of a protest, OECM will review and address any protest in a timely and appropriate manner. OECM will engage an independent and impartial third party should the need arise.

4.10 Prohibited Communications, Confidential Information and FIPPA

4.10.1 Confidential Information of OECM

All correspondence, documentation, and information of any kind provided to any Proponent in connection with or arising out of this RFP or the acceptance of any Proposal:

- Remains the property of OECM and shall be removed from OECM's premises only with the prior written consent of OECM;

- Must be treated as confidential and shall not be disclosed except with the prior written consent of OECM;
- Must not be used for any purpose other than for replying to this RFP and for the fulfillment of any related subsequent agreement; and,
- Must be returned to OECM upon request.

4.10.2 Confidential Information of the Proponent

Except as provided otherwise in this RFP, or as may be required by Applicable Laws, OECM shall treat the Proposal and any information gathered in any related process as confidential, provided that such obligation shall not include any information that is or becomes generally available to the public other than as a result of disclosure by OECM.

During any part of this RFP process, OECM or any of its representatives or agents shall be under no obligation to execute a confidentiality agreement.

In the event that a Proponent refuses to participate in any required stage of the RFP because OECM has refused to execute any such confidentiality agreement, the Proponent shall receive no points for that particular stage of the evaluation process.

4.10.3 Proponent's Submission

All correspondence, documentation, and information provided in response to or because of this RFP may be reproduced for the purposes of evaluating the Proposal.

If a portion of a Proposal is to be held confidential, such provisions must be clearly identified in the Proposal.

4.10.4 Personal Information

Personal Information shall be treated as follows:

- Submission of information – The Proponent should not submit as part of its Proposal any information related to the qualifications or experience of persons who will be assigned to provide STPMS and Services unless specifically requested. OECM shall maintain the information for a period of seven (7) years from the time of collection. Should OECM request such information, OECM will treat this information in accordance with the provisions of this Section;
- Use – Any Personal Information as defined in the Personal Information Protection and Electronic Documents Act, S.C. 2005, c.5 that is requested from a Proponent by OECM shall only be used to select the qualified individuals to undertake the Products and Services and to confirm that the work performed is consistent with these qualifications; and,
- Consent – It is the responsibility of the Proponent to obtain the consent of such individuals prior to providing the information to OECM. OECM will consider that the appropriate consents have been obtained for the disclosure to and use by OECM of the requested information for the purposes described.

4.10.5 Non-Disclosure Agreement

OECM reserves the right to require any Proponent to enter into a non-disclosure agreement satisfactory to OECM.

4.10.6 Freedom of Information and Protection of Privacy Act

The *Freedom of Information and Protection of Privacy Act (Ontario)*, applies to information provided by the Proponent. A Proponent should identify any information in its Proposal or any accompanying documentation supplied in confidence for which confidentiality is to be maintained by OECM and its Clients. The confidentiality of such information will be maintained by OECM, except as otherwise required by law or by order of a court, tribunal, or the Ontario Privacy Commissioner.

By submitting a Proposal, including any Personal Information requested in this RFP, the Proponent agrees to the use of such information for the evaluation process, for any audit of this procurement process, and for contract management purposes.

4.10.7 Competition Act

Under Canadian law, a Proposal must be prepared without conspiracy, collusion, or fraud. For more information, refer to the Competition Bureau website at <http://www.competitionbureau.gc.ca/eic/site/cb-bc.nsf/eng/home>, and in particular, part VI of the *Competition Act*, R.S.C. 1985, c. C-34.

4.10.8 Trade Agreements

The Proponent should note that procurements coming within the scope of either Chapter 5 of the Canadian Free Trade Agreement ("CFTA"), Chapter 19 of the Comprehensive Economic and Trade Agreement ("CETA") or within the scope of the Trade and Cooperation Agreement between Quebec and Ontario are subject to such agreements, although the rights and obligations of the parties shall be governed by the specific terms of this RFP.

For more information, refer to the following:

- Canadian Free Trade Agreement website at <https://www.cfta-alec.ca/>;
- Trade and Cooperation Agreement between Quebec and Ontario at <https://www.cfta-alec.ca/wp-content/uploads/2017/07/OQTCA-Consolidated-Jan-24-2017.pdf>; and,
- Comprehensive Economic and Trade Agreement at <http://www.international.gc.ca/gac-amc/campaign-campagne/ceta-aecg/index.aspx?lang=eng>.

4.10.9 Intellectual Property

The Proponent shall not use any intellectual property of OECM or Clients, including but not limited to, logos, registered trademarks, or trade names of OECM or Clients, at any time without the prior written approval of OECM and the respective Client.

4.10.10 Disqualification for Misrepresentation

OECM may disqualify the Proponent or rescind an Agreement subsequently entered if the Proponent's Proposal contains misrepresentations or any other inaccurate, misleading or incomplete information.

4.10.11 References and Past Performance

The evaluation may include information provided by the Proponent's references and may also consider the Proponent's past performance with OECM and/or its Clients.

4.10.12 Cancellation

OECM may cancel or amend the RFP process without liability at any time.

4.11 Reserved Rights and Governing Law of OECM

4.11.1 General

In addition to any other express rights or any other rights, which may be, implied in the circumstances, OECM reserves the right to:

- (a) Make public the names of any or all Proponents;
- (b) Request written clarification or the submission of supplementary written information from any Proponent and incorporate such clarification or supplementary written information, if accepted, into the Proposal, at OECM's discretion, provided that any clarification or submission of supplementary written information shall not be an opportunity for the Proponent to correct errors in its Proposal or to change or enhance the Proposal in any material manner;
- (c) Waive formalities and accept Proposals that substantially comply with the requirements of this RFP, in OECM's sole and absolute discretion;
- (d) Verify with any Proponent or with a third party any information set out in a Proposal;
- (e) Check references other than those provided by Proponents;
- (f) With supporting evidence, disqualify any Proponent on grounds such as:
 - Bankruptcy or insolvency;
 - False declarations;
 - Significant or persistent deficiencies in performance of any substantive requirement or obligation under a prior agreement or agreements;
 - Final judgments in respect of serious crimes or other serious offence; or,
 - Professional misconduct or acts or omissions that adversely reflect on the commercial integrity of the Proponent;
- (g) Disqualify any Proponent whose Proposal contains misrepresentations or any other inaccurate or misleading information;
- (h) Disqualify any Proponent who fails to cooperate with OECM which impedes the evaluation process, or whose Proposal is determined to be non-compliant with the requirements of this RFP;
- (i) Disqualify a Proposal where the Proponent has or the principals of a Proponent have previously breached an agreement with OECM, or has otherwise failed to perform such agreement to the reasonable satisfaction of OECM (e.g. has not submitted required reporting and/or cost recovery fees to OECM);
- (j) Disqualify the Proponent who has been charged or convicted of an offence in respect of an agreement with OECM, or the Proponent reveals a Conflict of Interest or Unfair Advantage in its Proposal or a Conflict of Interest or evidence of any Unfair Advantage is brought to the attention of OECM;
- (k) Disqualify any Proposal of any Proponent who has breached any Applicable Laws or who has engaged in conduct prohibited by this RFP, including where there is any evidence that the Proponent or any of its employees or agents colluded with any other Proponent, its employees or agents in the preparation of the Proposal;
- (l) Make changes, including substantial changes, to this RFP provided that those changes are issued by way of addenda in the manner set out in this RFP;
- (m) Accept or reject a Proposal if only one (1) Proposal is submitted;
- (n) Reject a Subcontractor proposed by a Proponent within a consortium;
- (o) Select any Proponent other than the Proponent whose Proposal reflects the lowest cost to OECM;

- (p) Cancel this RFP process at any stage and issue a new RFP for the same or similar requirements, including where:
- OECM determines it would be in the best interest of OECM not to award an Agreement,
 - the Proposal prices exceed the bid prices received by OECM for STPMS and Services acquired of a similar nature and previously done work,
 - the Proposal prices exceed the costs OECM or its Clients would incur by doing the work, or most of the work, with its own resources,
 - the Proposal prices exceed the funds available for the STPMS and Services, or,
 - the funding for the acquisition of the proposed STPMS and Services has been revoked, modified, or has not been approved,

And where OECM cancels this RFP, OECM may do so without providing reasons, and OECM may thereafter issue a new request for proposals, request for qualifications, sole source, or do nothing.

- (q) Discuss with any Proponent different or additional terms to those contained in this RFP or in any Proposal;
- (r) Accept any Proposal in whole or in part;
- (s) If OECM receives a Proposal from a Proponent with Rates that are abnormally lower than the Rates in other Proposals, OECM may verify with the Proponent that the Proponent satisfies the conditions for participation and is capable of fulfilling the Agreement; or,
- (t) Reject any or all Proposals in its absolute discretion, including where a Proponent has launched legal proceedings against OECM and/or its Clients or is otherwise engaged in a dispute with OECM and/or its Clients;

and these reserved rights are in addition to any other express rights or any other rights which may be implied in the circumstances and OECM shall not be liable for any expenses, costs, losses or any direct or indirect damages incurred or suffered by any Proponent or any third party resulting from OECM exercising any of its express or implied rights under this RFP.

By submitting a Proposal, the Proponent authorizes the collection by OECM of the information set out under (d) and (e) in the manner contemplated in those subparagraphs.

4.11.2 Rights of OECM – Proponent

In the event that the Preferred Proponent fails or refuses to execute the Agreement within allotted time from being notified, OECM may, in its sole discretion:

- Extend the period for concluding the Agreement, provided that if substantial progress towards executing the Agreement is not achieved within a reasonable period of time from such extension, OECM may, in its sole discretion, terminate the discussions;
- Exclude the Preferred Proponent from further consideration and begin discussions with the next highest scoring Proponent without becoming obligated to offer to negotiate with all Proponents; or,
- Exercise any other applicable right set out in this RFP, including but not limited to, cancelling the RFP and issuing a new RFP for the same or similar STPMS and Services.

OECM may also cancel this RFP in the event the Preferred Proponent fails to obtain any of the permits, licences, and approvals required pursuant to this RFP.

4.11.3 No Liability

The Proponent agrees that:

- Any action or proceeding relating to this RFP process shall be brought in any court of competent jurisdiction in the Province of Ontario and for that purpose the Proponent irrevocably and unconditionally attorns and submits to the jurisdiction of that Ontario court;

- It irrevocably waives any right to and shall not oppose any Ontario action or proceeding relating to this RFP process on any jurisdictional basis; and,
- It shall not oppose the enforcement against it, in any other jurisdiction, of any judgement or order duly obtained from an Ontario court as contemplated by this RFP.

The Proponent further agrees that if OECM commits a material breach of OECM's obligations pursuant to this RFP, OECM's liability to the Proponent, and the aggregate amount of damages recoverable against OECM for any matter relating to or arising from that material breach, whether based upon an action or claim in contract, warranty, equity, negligence, intended conduct, or otherwise, including any action or claim arising from the acts or omissions, negligent or otherwise, of OECM, shall be no greater than the Proposal preparation costs that the Proponent seeking damages from OECM can demonstrate. In no event shall OECM be liable to the Proponent for any breach of OECM's obligations pursuant to this RFP, which does not constitute a material breach thereof. The Proponent acknowledges and agrees that the provisions of the *Broader Public Sector Accountability Act, 2010* shall apply notwithstanding anything contained herein.

4.11.4 Assignment

The Proponent shall not assign any of its rights or obligations hereunder during this RFP process without the prior written consent of OECM. Any act in derogation of the foregoing shall be null and void.

4.11.5 Entire RFP

This RFP and all Appendices form an integral part of this RFP.

4.11.6 Priority of Documents

In the event of any inconsistencies between the terms, conditions, and provisions of the main part of the RFP and the Appendices, the RFP shall prevail over the Appendices during this RFP process.

4.11.7 Governing Law

The terms and conditions in this Part 4:

- Are included for greater certainty and are intended to be interpreted broadly and separately (with no particular provision intended to limit the scope of any other provision);
- Are non-exhaustive (and shall not be construed as intending to limit the pre-existing rights of the parties to engage in pre-contractual discussions in accordance with the common law governing direct commercial negotiations); and,
- Are to be governed by and construed in accordance with the laws of the province or territory within which the Client is located and the federal laws of Canada applicable therein.

[End of Part 4]

APPENDIX A – FORM OF AGREEMENT

Appendix A – Form of Agreement is posted as a separate PDF file in OTP.

APPENDIX B – FORM OF OFFER

Appendix B – Form of Offer, contained in OTP, must be completed within OTP.

APPENDIX C – COMMERCIAL RESPONSE

Appendix C – Commercial Response attached as a separate document must be completed and **uploaded to** OTP.

APPENDIX D – REFERENCES

Appendix D – References contained in OTP, must be completed within OTP.

APPENDIX E – TECHNICAL RESPONSE

Appendix E – Technical Response, contained in OTP, must be completed within OTP; and

APPENDIX F – CONSORTIUM INFORMATION FORM

Appendix F – Consortium Information Form, contained in OTP, must be completed **within** OTP.

APPENDIX G – COMPLIANCE WITH AGREEMENT

To: OECM

From: [Insert Proponent’s Name]

The Proponent **must** complete and upload this Appendix into OTP along with its Proposal.

For each article/section of the Agreement listed, the Proponent should set out whether or not the Proponent has read and understood that article/section and whether or not the Proponent is prepared to agree to that article/section as written by entering **Yes** or **No** in the appropriate column of the following table.

If the Proponent is not prepared to agree to any article/section as written in Appendix A – Form of Agreement, the Proponent is required to describe its concern with that article/section and indicate the types of changes that Proponent would seek to that article/section.

By asking the Proponent to set out its concerns with any proposed changes to the Agreement, OECM is **not** agreeing to make any such change. The information provided is being used by OECM to assess the Proponent’s willingness to accept the provisions of the Agreement and identify the terms and conditions applicable to limited negotiations.

OECM, however, reserves the right **not** to negotiate any of the issues or limitation specified by the Proponent in its Appendix G compliance table.

OECM’s intention is **not** to take part in protracted negotiations on the Agreement.

Please refer to the RFP Section 4.1 (Definitions - for a definition of Agreement), Section 1.7 (Type of Agreement for Deliverables), and Section 3.9 (Agreement Finalization).

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
MASTER AGREEMENT					
Article 1 – Interpretation and General Provisions					
1.01	Defined Terms				
1.02	Entire Agreement				
1.03	Severability				
1.04	Interpretive Value of Contract Documents				
1.05	Force Majeure				
1.06	Notices by Prescribed Means				
1.07	Governing Law				
1.08	Third Party Benefits				
1.09	Counterparts				
1.10	Headings				
1.11	Extended Meanings				
1.12	Condonation Not a Waiver				
1.13	Changes by Written Amendment Only				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
1.14	Rights and Remedies and Supplier Obligations Not Limited to Contract				
Article 2 – Legal Relationship Between OECM/Client, Supplier and Third-Parties					
2.01	Supplier's Power to Contract and Perform the Contract				
2.02	Representatives May Bind Parties				
2.03	Parties Not a Partner, Agent or Employee				
2.04	Responsibility of Supplier				
2.05	Liability of OECM				
2.06	Assignment				
2.07	Conflict of Interest				
2.08	Client-Supplier Agreement				
2.09	Contract Binding				
Article 3 – Performance by Supplier					
3.01	Supplier Performance and Client-Supplier Agreement				
3.02	Performance Warranty				
3.03	Use and Access Restrictions				
3.04	Notification by Supplier				
3.05	Work Volumes				
3.06	Reporting				
3.07	Compliance with <i>Accessibility for Ontarians with disabilities Act</i>				
Article 4 – Payment for Performance and Audit					
4.01	Payment According to Contract Rates				
4.02	Invoicing				
4.03	Payment by Client				
4.04	Default Billing and Payment Process				
4.05	Hold Back or Set Off				
4.06	Expenses or Additional Charges				
4.07	Payment of Taxes and Duties				
4.08	OECM Cost Recovery Fee				
4.09	Interest on Late Payment				
4.10	Document Retention and Audit				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
Article 5 – Confidentiality and FIPPA/MFIPPA					
5.01	Confidentiality and Promotion Restrictions				
5.02	Confidential Information				
5.03	Restrictions on Copying				
5.04	Injunctive and Other Relief				
5.05	Notice and Protective Order				
5.06	FIPPA and MFIPPA Records				
5.07	PIPEDA				
5.08	Survival				
Article 6 – Intellectual Property and Use of OEMC or Client Insignia					
6.01	Intellectual Property				
6.02	Use of OEMC or Client or Supplier Insignia or Logo				
6.03	Supplier Representation and Warranty Regarding Third-Party Intellectual Property				
6.04	Survival				
Article 7 – Indemnity and Insurance					
7.01	Supplier Indemnity				
7.02	Injunction Against Continued Use of Resources				
7.03	Supplier's Insurance				
7.04	Proof of Insurance				
7.05	Proof of Workplace Safety and Insurance Act Coverage				
7.06	Supplier Participation in Proceeding				
7.07	Disaster Recovery				
Article 8 – Termination, Expiry and Extension					
8.01	Immediate Termination of Contract				
8.02	Dispute Resolution by Rectification Notice				
8.03	Supplier's Obligations on Termination				
8.04	Effect of Termination on Client-Supplier Agreements				

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
8.05	Supplier's Payment Upon Termination				
8.06	Scope of Termination Rights				
8.07	Expiry, Client-Supplier Agreement Survival and Extension of Contract				
8.08	Alternative Dispute Resolution				
Schedule 1 (Resources, Supplementary Provisions, and Rates)					
Appendix A – Resources and Supplementary Provisions		N/A	N/A	N/A	N/A
Appendix B – Rates		N/A	N/A	N/A	N/A
Appendix C –Performance Management Scorecard		N/A	N/A	N/A	N/A
Appendix D – Reporting Requirements		N/A	N/A	N/A	N/A
Schedule 2 (Client-Supplier Agreement)					
Appendix A – Resources and Supplementary Provisions					
Appendix B – Rates					
Article 1 – Definitions					
Article 2 – The Master Agreement					
Article 3 – Representatives for Client-Service Agreement					
Article 4 – Term of CSA					
Article 5 – Resources, Rates and Payment Process					
Article 6 – Rates and Payment					
Article 7 – Insurance					
Article 8 – Notices					
Article 9 – Termination					
9.1	Termination by Either Party				
9.2	Termination by Client				
9.3	Supplier's Obligations on Termination				
9.4	Supplier's Payment Upon Termination				
9.5	Termination in Addition to Other Rights				
9.6	Survival Upon Termination				
Article 10 – Publicity					
Article 11 – Legal Relationship Between Client, Supplier and Third-Parties					

Number	Article/Section Description	Read and Understood (Yes/No)	AGREED (Yes/No)	Concern (If Not Agreed)	Change (If Not Agreed)
11.1	Supplier's Power to Contract				
11.2	Representatives May Bind the Parties				
11.3	Independent Contractor				
11.4	Subcontracting or Assignment				
Article 12 – General					
12.1	Severability				
12.2	Force Majeure				
12.3	Changes By Written Amendment Only				
12.4	Section 217 Education Act et. al.				
12.5	Criminal Records Check				
12.6	Purchasing Policies and Guidelines				
12.7	Harassment and Assault				
APPENDIX A – PRODUCT AND SERVICES AND SUPPLEMENTARY PROVISIONS		N/A	N/A	N/A	N/A
APPENDIX B – RATES		N/A	N/A	N/A	N/A
APPENDIX C – CLIENT'S POLICIES AND GUIDELINES		N/A	N/A	N/A	N/A

N/A denotes not applicable.

APPENDIX H – PERFORMANCE MANAGEMENT SCORECARD

To ensure Agreement requirements are met, the Supplier’s performance will be measured and tracked by OECM to ensure:

- On time delivery of high quality STPMS and Services at the Agreement Rates;
- Exceptionally high Client satisfaction levels are maintained;
- On-time agreement activity reporting to OECM;
- On-time Cost Recovery Fee remittance; and,
- Continuous improvement on STPMS and Services.

During the Term, the Supplier shall collect and report the agreed upon KPIs as requested by OECM (but not exceeding quarterly reporting). The Supplier Performance Management Scorecard and other performance indicators will be used to measure the Supplier’s performance throughout the Term of the Agreement, ensuring Clients receive quality STPMS and Services. The Supplier’s performance score will be considered when OECM contemplates Agreement activities such as:

- The approval or rejection, in whole or in part, of Supplier Rate refresh requests;
- The approval or rejection of Supplier request to add other related STPMS and Services to the Agreement;
- Agreement extensions; and,
- Agreement terminations.

Detailed KPIs will be established and agreed upon at the Agreement finalization stage between OECM and the Preferred Proponent.

The Supplier shall maintain accurate records to facilitate the required performance management reporting requirements.

Client may, when executing a CSA, seek other KPIs.

During the quarterly business review, OECM will review the KPIs with the Supplier. The KPIs may include but are not limited to the following:

Client-Specific Performance Measures		
Key Performance Indicator	Performance Measurement	Performance Goal
Client satisfaction – Client ratings for Service	High level of satisfaction from annual Client survey	98% satisfaction level
Client issues – number of Client complaints	Total of Client complaints annually out of total Client requests	Client complaints are less than 2% of total Client requests
Accurate invoicing	Number of invoicing errors annually	98% accuracy
Account executive response time	Response time of less than one (1) Business Day	98% of the time

Supplier Performance Management – OECM Specific		
OECM Agreement Management KPIs	Indicator	Measurement
On time sales report submissions	On time	98% of the time
On time CSA status reports submissions	On time	98% of the time
Executed CSAs received within 30 days of execution	On time	98% of the time
On time CRF remittance	Day of	98% of the time
Response time to OECM inquiries	24 hours	98% of the time

Other KPIs, as mutually agreed upon between the Supplier and OECM, may be added during the Term of the Agreement.

APPENDIX I – ADDITIONAL FUNCTIONALITY

Appendix I– Additional Functionality attached as a separate document must be completed and **uploaded to** OTP.

APPENDIX J – REPORTS

The STPMS shall include the capabilities for users to create customizable reports, limited to their authorization access and view them on screen, save the report template for future use and save the report output in multiple data formats (e.g. .doc, csv, pdf, and XML).

At a minimum, the Supplier's proposed STPMS must be able to provide all the reports listed below:

- **Bus Operator reports**
 - Route manifest with run info, stop locations, students' names & **brief** driver directions;
 - Route manifest with run info, stop locations, students' names & **long** driver directions; and,
 - Route manifest with run info & stop locations.
- **Route and Run reports**
 - Route manifest with run info, stop locations & students' names (including telephone numbers and addresses);
 - Route passenger lists;
 - Run - passenger lists;
 - Run - manifest with run info, stop locations, students' names & long driver directions;
 - Run - manifest with run info & stop locations;
 - Run - exceeds max time or max capacity;
 - Runs servicing stops;
 - Routes and ridership by operator/DSB/panel/contract/zone/program/school/vehicle type;
 - Standard route summary;
 - Buses traveling a given segment of road; and,
 - Daily export in Excel format of all students' info (includes routes, runs, stops, programs, needs, eligibility codes, grades, etc.).
- **Bus Stop reports**
 - Stops - inactive stops with students assigned;
 - Stops - active stops without students assigned;
 - Stops with arrival time & route number;
 - Distance to stop; and
 - Student lists for stops.
- **Vehicle reports**
 - Overloaded vehicles;
 - Fleet report - by vehicle type/operator;
 - Late bus report by reason/operator/zone/school; and,
 - Mileage report (includes live kilometres, deadheads & checkpoints).
- **General Ridership reports**
 - Student lists per school, grade, program, special needs, eligibility codes, etc.;
 - Transported student grade count;
 - Transportation needs count;
 - School - with grades/programs/bell times;
 - School - with grades and programs;
 - School - with boundaries;
 - Actual vs eligible ridership by operator/DSB/panel/contract/zone/program/school/run/route;
 - Bell time report - by board/panel/school/zone; and,
 - Contract rates/base minutes by operator/route/zone/vehicle type.
- **Student reports**
 - Student distance – home to school of attendance
 - Student distance – home to nearest school
- **Ministry Specific Route Financial Information report**
 - Route;
 - Paid Vehicle Size;
 - Number of Running Days;
 - Distance (paid deadhead, paid, link, paid run/load km's);
 - Time (Paid deadhead, paid link, paid run/load hours);
 - Attendant Monitor Costs; and
 - Vehicle Age.