

**GOVERNMENT OF
THE VIRGIN ISLANDS OF THE UNITED STATES**

**Request for Proposal – Negotiation
Professional Services**

To:

Date: June 1, 2020

.....

RFP No. 019-C-2020 (P)

Pursuant to 31 V.I.C. 239 (a) (4) and Rules and Regulations thereunder issued, the Government of the Virgin Islands, herein after referred to as GVI, Department of Property and Procurement will receive proposals for the work described below. Proposals will be received no later than **July 2, 2020 @ 4:30 o'clock p.m.** Atlantic Standard Time.

DESCRIPTION OF WORK: Provide School Bus Operation Services on the Island of St. Croix, USVI

SCOPE OF SERVICES: SEE ATTACHED

NEGOTIATED PROCEDURES:

The Commissioner of the Department of Property and Procurement will appoint a Selection Committee to assist in the evaluation and selection of the Contractor. Accordingly, current data on qualifications and performance should be submitted with proposals. After reviewing the qualifications and proposals the Committee will select for discussions from the firm/s or person/s considered not less than three (3), in order of preference, **deemed to be most highly qualified to provide the services herein required.** Discussions will be conducted successively and severally with the firms or persons so selected the anticipated concepts and the relative utility alternative methods of approach for furnishing the services hereunder.

FACTORS FOR DISCUSSIONS

Selection criteria will include (i) Professional qualification, registration and general reputation of principals of the firm or person; (ii) the extent to which the firm or person specializes in or has provided services of a type and scope similar to the hereunder; (iii) familiarity with the location (s) in which services will be performed; (iv) capability of meeting schedules; and (v) quality of performance on other similar projects.

NEGOTIATION:

The Selection Committee shall recommend to the Commissioner **the highest qualified firm or person with whom a contract shall be negotiated.** The Commissioner, with the assistance of the Selection Committee, shall attempt to negotiate a contract with such firm or person.

Should the Commissioner be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price he determines to be fair and reasonable to the Government, negotiations with that firm will be formally terminated. Negotiations will then commence with the second most qualified, the third most qualified or additional firms, in order of preference, and shall continue until an agreement is reached.

Anthony D. Thomas
Commissioner
Property and Procurement

INSTRUCTION TO PROPOSERS

A. NOTICE

RFP-019-C-2020 (P)

Information provided in the scope of work is to be used only for purposes of preparing a proposal. It is further expected that each bidder will read the scope of work thoroughly, for failure to meet certain specified conditions may invalidate the proposal.

The Government of the Virgin Islands, herein after referred to as GVI, reserves the right to reject any or all proposals or any portion thereof and to accept the proposal deemed most advantageous to GVI. Price shall not be the sole criterion of awarding this project. Scope and quality of work proposed and the ability of the bidder to complete this type of project shall also be considered.

Applicants are requested to submit proposals on the basis of the scope of work. Alternative proposals recommending new features and technology other than that requested in the scope of work will receive consideration providing such new features and/or technology is clearly explained. Any exceptions to the requirements requested herein must be clearly noted in writing and be included as part of the proposal.

The information contained herein is believed to be accurate but is not to be considered in any way as a warranty. Request for additional information clarifying the Scope of Work should be directed in writing to **Deputy Commissioner of Procurement, Dynell R. Williams** at dynell.williams@dpp.vi.gov.

B. STATEMENT OF PURPOSE

To assist the Government of the Virgin Islands in meeting the requirement for the following services: **RFP-019-C-2020 (P)**

C. PROPOSE SCOPE OF WORK

See Attached

D. TIMETABLE

1. Last day for requests for written clarification will be
June 25, 2020 @ 4:00 p.m. Atlantic Standard Time.
2. Quotations will be accepted at Department of Property & Procurement, no later than **July 2, 2020 @ 4:30 p. m.** Atlantic Standard Time.

E. SUBMISSION OF PROPOSAL

All interested parties shall submit ***one (1)*** original and ***five (5)*** copy sets of proposals, which are to be delivered to the Department of Property and Procurement no later than **July 2, 2020 @ 4:30 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas
Commissioner
Property & Procurement
3274 Estate Richmond
Christiansted, Virgin Islands 00820-4241

THE SEALED ENVELOPE CONTAINING THE PROPOSAL MUST HAVE THE FOLLOWING INFORMATION WRITTEN ON THE OUTSIDE OF THE ENVELOPE OR PACKAGE:

SEALED PROPOSALS-DO NOT OPEN

RFP-019-C-2020 (P)

(Name of Bidder)

(Mailing Address of Bidder)

(Telephone Number of Bidder)

(Fax Number of Bidder)

Where proposals are sent by mail, the bidder shall be responsible for their delivery to Department of Property & Procurement before the date and time set for the closing of acceptance of proposals.

F. WITHDRAWALS OF PROPOSAL

A proposal may be withdrawn at any time prior to the time specified as the closing time for acceptance of proposals. However, no proposal shall be withdrawn or canceled for a period of thirty (30) days after said closing time for acceptance of proposals nor shall the successful provider withdraw, cancel or modify the proposal, except at the request of GVI after having been notified that said proposal has been accepted by GVI.

G. INTERPRETATION OF SPECIFICATIONS

If any person contemplating submitting a proposal requires clarification of any part of the scope of work, he/she may submit to the GVI a written request for an interpretation thereof to the **Deputy Commissioner of Procurement, Dynell R. Williams**. GVI will not respond to questions received after the above established date. The person submitting the request will be responsible for its prompt delivery. Any interpretation of the scope of work will be made in writing to all prospective providers. Oral explanations will not be binding.

H. CONSIDERATION OF PROPOSAL

The Commissioner of Property and Procurement shall represent and act for GVI in all matters pertaining to the scope of work and contract in conjunction therewith. **This RFP does not commit GVI to the award of a contract, nor pay of any cost incurred in the preparation and submission of proposals in anticipation of a contract. GVI reserves the right to reject any or all proposals and to disregard any informality and/or irregularity in the proposal when, in its opinion, the best interest of GVI will be served by such action.** Proposals failing to provide some of the items in the scope of work shall not be rejected per se but any deviations from the scope must be clearly noted.

I. ACCEPTANCE OF PROPOSALS

GVI will notify in writing acceptance of one of the proposals. Failure to provide any supplementary documentation to comply with the respondent's proposal may be grounds for disqualification.

J. CONTENTS OF PROPOSAL

The following is a list of information to be included in the written proposal. Failure to comply with all the requirements as outlined, may disqualify the applicant.

1. Introductory letter about the applicant:
 - a. Name, address, email and telephone numbers.
 - b. Type of service for which individual/firm is qualified.
2. Organization:
 - a. Names/addresses of Principals of Firm.
 - b. Names of key personnel with experience of each and length of time in organization.
 - c. Number of staff available for project. (Local & Off-Territory)
 - d. Copy of Articles of Incorporation
 - e. Copy of Certificate of Resolution
 - f. Copy of valid Business License
3. Outside consultants that will be retained for this project and percentage of work to be sub-contracted.
4. Project experience:
 - a. List of completed projects and estimated cost of each.
 - b. Current projects underway; scope; percentage completed to date and estimated cost of each.
5. Project References: (including a notarized written consent from the authorized representative which must include: name; telephone number; and email address).
6. Project Approach:
 - a. Describe how you will approach this project and availability to perform the services requested.
7. **Cost: Cost Proposal (*one (1) original and four (4) copy sets of proposals*) must be submitted in a separate sealed envelope.**

K. CONFLICT OF INTEREST

A proposer filing a proposal hereby certifies that no officer, agent or employee of GVI has a pecuniary interest in this proposal or has participated in contract negotiations on behalf of GVI; that the proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the

same request for proposals; the Bidder is competing solely in its own behalf without connection with, or obligation to, any undisclosed person or firm.

L. LICENSE REQUIREMENT

An award will not be made to any firm or individual doing business in the Virgin Islands with the Government of the Virgin Islands until evidence is submitted that said firm or individual has a valid Virgin Islands Business License. Bidders must submit hard copy of a valid Virgin Islands Business License within ten (10) business days after award. All Bidders bidding as Joint Ventures must be licensed as a Joint Venture in the Virgin Islands.

M. REQUIRED DOCUMENTS

1. **PUBLIC LIABILITY:** The successful bidder will be required to obtain and have in place public liability insurance and other insurance necessary as requested in this proposal package. Insurance policy(ies) shall name the Government of the Virgin Islands as "**Additional Insured**". The public liability insurance shall have a minimum limit of not less than **one hundred thousand (\$100,000.00) dollars** for any one occurrence for death or personal injury and **one hundred thousand (\$100,000.00) dollars** for any one occurrence for property damage. Bidder must provide public liability insurance within ten (10) business days after award.
2. **WORKERS' COMPENSATION:** Within ten (10) business days after award of contract, the successful bidder must submit a copy of their certificate verifying his firm and agents are covered by Workers' Compensation Insurance.
3. **FAILURE TO PROVIDE THE CERTIFICATES WITHIN THE STATED TIME PERIOD MAY RESULT IN THE PROPOSAL DEEMED NON-RESPONSIVE AND MAY BE IMMEDIATELY DISQUALIFIED WITH NO FURTHER CONSIDERATION GIVEN FOR POTENTIAL AWARDED OF THE CONTRACT.**

N. MANDATORY LIST OF REQUIRED SUPPORTING DOCUMENTS TO CONTRACT WITH GOVERNMENT OF THE VIRGIN ISLANDS

1. See Attached.

1834 Kongens Gade
St. Thomas, U.S. Virgin Islands



THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS (RFP)
FOR
School Bus Operation Services in the St. Croix District**

I. GENERAL INFORMATION

A. PURPOSE / OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit proposals from provider(s) to secure sufficient personnel that will provide safe, reliable, and efficient transportation services on the island of St. Croix; The selected Contractor shall be responsible for utilizing fifteen (15) Government owned school buses to transport its general student population to and from public and non-public school sites located across St. Croix throughout the 2020-2021 School Year, with services commencing on October 1, 2020.

Additional services include, the transportation of students and/or personnel during summer months; after-school, weekend, or holiday extra-curricular events; and other events and/or activities as requested by the St. Croix School District.

The transportation services requested in this RFP shall include but is not limited to the hiring of qualified drivers and conducting required training; and overall operation and management of the pupil transportation system.

B. BACKGROUND

Virgin Islands Department of Education

The Commissioner of Education heads the Virgin Islands Department of Education, including the Virgin Islands Public School System. The Territory of the United States Virgin Islands is divided into two (2) school districts – the St. Thomas-St. John school district and the St. Croix school district. The two (2) school districts are managed and directed by Insular Superintendents with the day-to-day operations of each school district being managed with district offices on St. Thomas and St. Croix. The following contains additional information concerning the two (2) school districts:

ST. THOMAS/ST. JOHN SCHOOL DISTRICT	Number
Schools	11
Elementary Schools	6
K- 8 Schools	2
Middle School	1
High Schools	2
Programs	3
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1
Total Schools and Programs	14
Number of Students	5,375
ST. CROIX SCHOOL DISTRICT	
Schools	11
Elementary Schools	4
High Schools	2

K-8 Schools	4
Junior High	1
Programs	3
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	14
Number of Students	5,532
BOTH DISTRICTS	
TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS	24
TOTAL NUMBER OF PROGRAMS	6
TOTAL NUMBER OF STUDENTS	10,907
TOTAL NUMBER OF TEACHERS/ADMINISTRATORS	779

On the island of St. John, one (1) school serves the elementary and middle school student population. The senior high school students from the island of St. John are served by schools on the island of St. Thomas.

This data is subject to change for subsequent school years as the needs of the STX District may change throughout the term of any contract that may materialize therefrom. The VIDE cannot assure student enrollment or bus transportation ridership will remain at status quo, decrease, or increase.

Current Operational Status and Projections

The information provided in this section is intended to assist proposers to evaluate the requested services in order to assist proposers in submitting a proposal. It further demonstrates current operational practices. It is offered with the understanding that the VIDE cannot assure bus transportation services will remain constant. As noted above, student enrollment information and bus transportation ridership are subject to change.

General Information

Pursuant to the Virgin Islands Code, public school students are to receive one thousand eighty hours instructional hours per school year. Transportation services shall run according to the School Calendar. Additional services include summer, after school, extra-curricular, weekend and holiday activities, and other events and/or activities may be requested by the District. The 2020-2021 Public School Calendar will be provided once available. While private and parochial school calendars do not mirror the public school calendar, the start and end dates of the school year are close in time. School start and end times vary. The earliest school time is August 10, 2020- May 26, 2021.

The island of St. Croix is approximately eighty-two (82) square miles. However, the school bus transportation coverage provides for approximately seven hundred fifty (750) miles per day. Currently, there are thirty-five (35) bus stops across the island of St. Croix. These bus stops provide service to the regular education students of the public, private, and parochial schools.

Routes are prescribed by the District but shall become the responsibility of the selected contractor, subject to the District's approval. Proposers are encouraged to indicate their strategies for routing, taking into account efficiency including use of software. The selected contractor shall be required to provide the District, at the Contractor's expense, with a valid license to operate the software being used to effectuate services.

It is anticipated that the implementation of services will begin on October 1, 2020.

C. ADMINISTRATIVE STRUCTURE

Honorable Racquel Berry-Benjamin Commissioner, heads the Virgin Islands Department of Education. The Department has two (2) school districts, the St. Thomas-St. John School District, and the St. Croix School District that are managed and directed by Insular Superintendents.

The Department of Property and Procurement (DPP) headed by the Honorable Anthony D. Thomas, and other personnel at DPP, will manage the bidding, negotiation, and contractual processes. DOE's Territorial Division of Procurement will serve as the liaison between the selected contractor and agencies of the Virgin Islands Government in contract preparation.

D. CONTRACT TYPE

The contract awarded under this RFP will be for professional service. No payments in advance or in anticipation of services or supplies to be provided under the contract shall be made by the Government.

E. CONTRACT TERMS

Unless otherwise agreed pursuant to negotiations, the terms of the contract awarded under this RFP shall be for a period of three (3) years, with up to two (2) one-year options to renew, upon mutual agreement between the Government and the selected contractor.

F. SELECTION OF CONTRACTOR

A contract shall be negotiated with a proposer deemed to be the most qualified and responsive to this solicitation. Such a proposer is one, which has financial, technical, and other resources that indicate an ability to perform the services required by this solicitation. A number of factors may influence the Government's decision in selecting the provider. These factors include, but are not limited to, proposer's ability to deliver requested services in a timely manner; reputation, qualifications, experience, familiarity, and specialty in providing similar services; quality of supporting resources; and responsibility status.

The proposer shall also meet the following requirements:

- (1) Provide description of the proposer's organization.
- (2) Provide history and background of organization.
- (3) Identify the following:
 - Experience of providing pupil transportation services and describing and detailing previous history for a *minimum* of the past ten (10) years. Include a

list of bus transportation contracts held in the past ten (10) years where a minimum of ten (10) buses were utilized.

➤ Operation of services including but not limited to demonstration of overall plan of operation of services inclusive of:

i) *Demonstration of financial stability and resources* providing:

(1) Statement certifying it owns or has the financial capacity to hire and retain qualified commercial bus drivers and administrative personnel necessary to provide quality and professional services throughout the contract term

(2) An audited financial report for the two (2) most recent fiscal years.

(3) Listing of minimum two (2) regularly dealt with credit, industry, and vendor references.

(4) Statement certifying proposer, shareholders, subsidiary, parent company, holding company, partner or the like affiliate is not currently engaged in bankruptcy, receivership, and/or insolvency proceedings and listing all bankruptcy, receivership, and/or insolvency proceedings it has been a party to in the past.

(5) Statement indicating whether proposer, shareholders, subsidiary, parent company, holding company, partner or the like affiliate has ever been debarred, suspended, proposed for disbarment, deemed ineligible to receive federal funds or federally funded contracts.

ii) *Organization chart identifying qualified staffing personnel* responsible for the management of said services including names, titles, and providing of supporting resumes which must include: University degree or college diploma in the field of expertise and supporting direct work experience.

iii) *Technical capability and resources to operate and manage* all facets of pupil transportation services inclusive of route planning, compliance with Federal and Virgin Islands laws, regulations, codes, etc., evidence of training and resources provided to personnel, and any other information the proposer deems necessary to describe its operation and management system.

➤ Reliability of services entailing the safety aspects and programs of the proposer's operations.

(i) Statement certifying proposer, shareholders, subsidiary, parent company, holding company, partner or the like affiliate is not a party to any litigation involving pupil transportation services including but not limited to 1) contract disputes of any type, 2) negligence actions, 3) employee working conditions and/or employment practices, and 4) mistreatment of students, and if it is, a report detailing the specifics of each litigation. Union, unemployment, and workers' compensation matters are not a part of this requirement.

(ii) Listing of any and all motor vehicular accidents under the control of or connection to the proposer's organization in the past five (5) years.

(iii) Statement of current Worker's Compensation Liability and General Liability coverage.

(4) Demonstrate ability and capability to deliver on all aspects as described in Section II.

- Proposers should present their vision of how they propose meeting DOE's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services and Deliverables* as defined in this RFP.

(5) Provide at least three (3) professional references (project references)

A project may be considered comparable if it contains the following attributes:

- a) Involved providing services similar to those specified in Section II (*Scope of Services*);
- b) Was provided within the last three (3) years;
- c) Was engaged in providing similar services for at least one (1) continuous calendar year.

(6) Demonstrate the ability to perform services on-site in St. Croix, U. S. Virgin Islands.

G. APPLICABLE LAWS

The Government must comply with all applicable Federal and Virgin Islands laws, rules, regulations, and guidelines with respect to pupil transportation. Likewise, the selected contractor is expected to comply with the same and additionally, all Department policies and procedures.

H. INCURRED COSTS

The Government of the Virgin Islands is not liable for any cost incurred by the proposer prior to the signing of a contract by all Parties.

I. LATE PROPOSALS

Any Proposal received after the exact time specified for receipt will not be considered.

J. GIFTS FROM CONSULTANT

The Government's officers, employees, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or potential contractors. To the extent permissible under local laws, rules, or regulations, such standards shall provide for appropriate penalties, sanctions, or other disciplinary actions to be applied for violations of such standards.

K. LICENSES, FEES & TAXES

1. The selected contractor shall be responsible for paying all applicable taxes and fees, including but not limited to, excise tax, local income tax, and payroll and withholding taxes for its employees. The contractor shall hold Government harmless for all claims arising from payment of such taxes and fees.
2. The selected contractor shall obtain and post as required, all licenses, insurances, permits, and certificates as required by federal and local laws, rules and regulations, and policies.

L. PROPOSAL FORMAT

Each proposal must also meet the following minimum requirements:

Part I: Narrative

1) Table of Contents

This section must contain a table of contents. All major parts of the proposal must be identified by page numbers.

2) Executive Summary/Proposal Overview

This section must describe the salient features of the proposal. It must contain an overview of the proposer's company background and qualifications, and must condense and highlight the contents of the proposal to provide a broad understanding of the entire proposal. The Executive Summary should include conclusions and generalized recommendations. Pricing information must **not** be included in the Executive Summary.

3) Required Parts and Documents

The proposal must include components of Section I. F.

4) Technical Response

Demonstrate ability and capacity to provide services described in Section II. In this section, proposers should present their vision of how they propose meeting the Government's needs and identify the overall approach to the project, define the scope of their offered services, and how they propose to meet the *Scope of Services* as defined in this RFP.

Part II: Cost Proposal

The proposal shall provide the proposed compensation for the services to be provided as described in Section II. The proposer should include all anticipated transportation costs at the most reasonable rate per hour during traditional school operational hours Monday through Friday, inclusive of costs for drivers and any and all other overhead expenses during the term (years 1-3) of the Contract and subsequent renewal years. Proposer shall also provide a reasonable rate per hour for work performed during non-traditional working hours during weekdays and holidays.

II. SCOPE OF SERVICES

The Contractor shall furnish bus operating services necessary to transport the general student population traveling to and from schools on the island of St. Croix during the regular and extended school year in accordance with the 2020-2021 School Year Calendar (Attachment 1) attached hereto and made part of this RFP. Services will not be provided to the Department's special needs student population. The provision of this service shall be dictated by the applicable school calendar for the respective year and in accordance with the routes, destinations and time schedules, as the Government shall require in accordance with the terms, conditions and standards of this Contract. The Contractor shall also provide, upon reasonable advance notice and upon the same terms and conditions, bussing services for school students and Department of Education personnel, and/or authorized persons, in connection with afterschool programs, field trips, and special events and/or activities.

Please refer to the VIDE St. Croix District School Map included in this RFP as (Attachment 5) for the location of the District's schools and address. The current School Bell Schedule is made part of this RFP and included as a reference. The pick-up and drop off times should remain approximately the same for each school while still allowing for the most efficient use of each bus. The St. Croix School district reserves the right to adjust schedules, increase or decrease services to be provided depending on the actual number of students requiring transportation. The schedules shall be generated utilizing the District owned fleet described in the Table 1.

Table. 1: District Owned Fleet

YEAR, MAKE, and MODEL	Tag No.
2020, Blue, BBCV/3011	DE-33
2020, Blue, BBCV/3011	DE-31
2020, Blue, BBCV/3011	DE-29
2020, Blue, BBCV/3011	DE-27
2020, Blue, BBCV/3011	DE-23
2020, Blue, BBCV/3011	DE-21
2020, Blue, BBCV/3011	DE-119
2020, Blue, BBCV/3011	DE-115
2020, Blue, BBCV/3011	DE-113
2020, Blue, BBCV/3011	DE-109
2020, Blue, BBCV/3011	DE-105
2020, Blue, BBCV/3011	DE-97
2020, Blue, BBCV/3011	DE-93
2020, Blue, BBCV/3011	DE-87
2020, Blue, BBCV/3011	DE-75

The Proposer must include a proposed bus schedule for each participating school as part of the RFP proposal; should you have the ability to supplement VIDE's fleet by providing additional buses to make the routes more effective and efficient, please present capability/plan as an additional option. The number of busses to be used for each morning and afternoon run must be included. Below is each school's bell schedule that participate in the District's pupil transportation program.

A. School Bell Schedule

The following are the schools and bell times:

High School

Central High School 7:30am - 2:30pm
STX Educational Complex 7:30am - 2:30pm

Junior High

John H Woodson. 7:45am - 2:45pm

K8 Schools

Pearl B. Larsen 8:00am - 3:00pm

Juanita Gardine	8:00am-3:00pm
Arthur A. Richards	8:00am-3:00pm
Eulalie R. Rivera	8:00am-3:00pm

Elementary Schools

Alfredo A. Andrews	8:30am-3:30pm
Claude O. Markoe	8:30am-3:30pm
Lew Muckle	8:30am-3:30pm
Ricardo Richards	8:30am-3:30pm

Non-Public Schools

St. Croix Seventh Day Adventist	7:45am-3:00pm
Good Hope Country Day	8:30am-3:30pm
St. Mary's Catholic	8:00am-3:00pm
St. Joseph's Catholic	8:00am-3:00pm
St. Patrick's Catholic	8:00am-3:00pm

In the development of routes and schedules for the St. Croix District approval, the Contractor shall not deliver any student less than fifteen (15) minutes prior to the first class' starting time, nor allow students to remain after school as dismissed for more than twenty-five (25) minutes, nor shall a student be required to transit for more than forty (40) minutes.

COMPLIANCE WITH LAWS, REGULATIONS

The Contractor and its drivers are required to comply with all applicable Federal and Virgin Islands laws, rules and regulations.

AUTHORITY OVER STUDENTS; PROCEDURES

- A. The transportation of a student shall be deemed to have begun when the student boards the school bus along the scheduled route and shall be deemed to have ended when the student has completed alighting from the bus at the designated safe place. In the case of a breakdown of the school bus, along the street, highway or road prior to reaching a destination or stop along the scheduled route, the Contractor shall be fully responsible for the students on the bus until they have been transported to their predetermined destinations.
- B. The Contractor shall adhere to all appropriate procedures to ensure the safety of students, including, but not limited to (i) on approach to a school bus stop where students will be loading or unloading from the school bus, the bus driver shall activate the approved flashing amber light warning system beginning two hundred feet (200') before the school bus stop, (ii) once the driver has stopped the bus and before the door is opened, the driver shall activate the flashing red signal lights and the stop signal arm, the driver must ensure the vehicular traffic has stopped before opening the door, (iii) the driver shall instruct students to cross the street/road in front of the bus, (iv) once all students are safely on the side of the road or seated on the bus, the driver will close the door, deactivate the flashing red lights and the stop signal arm, and proceed to the next location.

- C. The Contractor agrees that its drivers shall supervise the loading and unloading of students on his or her bus at all pick-up and drop-off points. Drivers are required to complete the Bus Conduct Report (Attachment 2), made a part of this RFP and incorporated herein by reference, and abide by the Bus Conduct Report Procedures, which shall be updated as necessary by the Government and provided to the Contractor. In the event that a driver is unable to control the students on the bus, the driver shall return to the school of origin or drive to the nearest police substation and request assistance. A driver may also request that a Department of Education employee accompany a trip where there may be disciplinary problems. It shall be the responsibility of the Government to cover the cost of vandalism to school buses which is attributable to student deportment while Contractor is performing the services under the Contract.

DESIGNATION OF STUDENTS

The Contractor shall transport only the number of students designated by the Government in writing, to and from authorized points of origin and departure. Prior to the beginning of each school year, Government shall provide Contractor with an approximate number of students to be transported. Such list shall be amended as circumstances require.

SCHOOL CLOSINGS / EARLY DISMISSALS

The Government agrees to inform Contractor as soon as reasonably possible when schools are to be closed because of weather or by reason of any other conditions that might arise. The Government agrees to reimburse Contractor for reasonable expenses incurred by Contractor as a result of the Government's failure to so inform Contractor. The Contractor understands that emergencies may arise that necessitate early dismissal from school and agrees to be available to furnish transportation within one (1) hour of early dismissals throughout the school day.

SCHEDULE DETAILS

- A. Changes in the routes, time schedules or designated stops may be made, and any of the routes may be eliminated or consolidated at the discretion of the Government or its duly authorized representatives in order to accommodate changed conditions. Every effort will be made to give Contractor notice of any such a change at least five (5) working days in advance of the date upon which such change, elimination or consolidation is scheduled to take effect. The Government will give advance notice to the Contractor of the permanent closing of a school or of the new construction of a school. In the development of routes and schedules for the St. Croix District approval, the Contractor shall not deliver and students less than fifteen (15) minutes prior to the first class' starting time, nor allow students to remain after school as dismissed for more than twenty five (25) minutes, nor shall a student be required to transit for more than forty (40) minutes.
- B. It is anticipated that Contractor will be required to make approximately ten (10) trips per day during the regular school year. A "trip" means from (i) the starting point of a scheduled route (i.e. the first pick up stop) to a school designation and (ii) from a school to the end point of a scheduled route (i.e. the last discharge stop). Any reduction in excess of four (4) trips per day shall be

considered a drastic reduction. The Government agrees to notify the Contractor not less than three (3) months in advance of any such drastic reduction, unless affected by acts of God such as hurricanes or other form of natural disaster.

- C. All drivers shall be required to complete daily trip sheets known as a "Pupil Transportation Report," which shall be submitted to the St. Croix District Office of Pupil Transportation by the 5th day of every month.

COMPLIANCE WITH LAWS, REGULATIONS

The Contractor and its drivers are required to comply with all applicable Federal and Virgin Islands laws, rules and regulations.

EQUIPMENT

The Contractor agrees to secure fifteen (15) Government owned school buses to prevent acts of vandalism and/or theft while in non-operational status. The Contractor shall ensure that buses are parked in brightly lit fenced area; and shall acquire the service of a licensed security firm and shall install a security monitoring system. The Contractor shall make the secured area fully accessible to authorized VIDE personnel as determined by the St. Croix Office of the Insular Superintendent.

The Contractor shall be responsible for repairing and/or reimbursing the Government for all acts of vandalism, theft, and accidental damages deemed to be caused by the Contractor's negligence in properly securing the vehicles while in non-operational and operational status. However, the Government shall be responsible for making necessary repairs where students are found to be responsible for any act of vandalism while in operational status.

The Contractor shall be responsible for providing the necessary tools and equipment to provide daily general cleaning and sanitization of the busses' interior cabin to include the removal of trash and wiping or spraying of disinfectants at the end of each morning and afternoon shift. The Contractor shall ensure that the buses' exterior is kept clean and free of excessive dirt and or debris while in operational and non-operational status throughout the School Year.

GENERAL MAINTENANCE AND FUEL

The Contractor shall promptly notify the Office of the Insular Superintendent Division of Pupil Transportation of any mechanical concerns that may garner the inspection of a licensed general or diesel mechanic. The Government shall be responsible for providing scheduled maintenance services including but should not be limited, to oil changes, tire, battery, and brake replacement.

The Contractor shall purchase at its own cost all diesel fuel required for the operation of the Government owned busses. The cost of fuel should be included in the base hourly rate for services provided during traditional working hours and in the hourly rate for services provided during non-traditional school operating hours. Fuel cost are assumed at a cost of \$2.67 per gallon.

ACCESS to EQUIPMENT

The Office of the Insular Superintendent Division of Pupil Transportation shall provide the selected Contractor with reasonable written notice of twenty-four (24) hours of its intent to access the secured bus parking location and/or utilize buses while in non-operational status during traditional and non-traditional hours by the Contractor for the purpose of field trips, extracurricular activities and all purposes as determined by the Government.

CAPACITY AND LOADING

- A. Passengers accepted on authorized school bus routes and schedules will be restricted to pupils, teachers, and or other authorized school personnel.
- B. A bus may not be overloaded in excess of its seating capacity of fifty-seven (57) persons based on the manufacturer's maximum gross weight rating.
- C. This right of authorizing eligible students is reserved as a function of the Government as a means of giving priority within the limits of facilities available, to those who are most deserving of consideration by reason of distance from school, or from nearest bus route, or for other pertinent circumstances, and contracting carrier will accept as passengers only those who are certified or listed officially as eligible for travel on school buses.

INSPECTION

All buses used for transporting school children shall be thoroughly inspected by the Virgin Islands Office of Highway Safety or other responsible office at an inspection station designated by the Virgin Islands Police Department, as to mechanical condition, safety and comfort conditions, in the months of July and January and/or such other times as may be required by the Commissioner of Education, or the Commissioner of the Virgin Islands Police Department, if and when such official considers such inspections are warranted. In no event shall buses be inspected less than two (2) times during the school year. The Contractor shall be responsible for notifying the Office of the Insular Superintendent Division of Pupil Transportation five (5) business days prior to the scheduled inspection date.

The Contractor shall submit copies of all inspection reports to VIDE's Office of the Insular Superintendent Division of Pupil Transportation and Division of Procurement within ten (10) business days after completion of inspections. The inspection shall indicate that each vehicle meets acceptable safety requirements as well as the Department of Transportation's National Highway Safety Program Guideline No. 17 Public Transportation Safety (Attachment 3) requirements attached hereto and made part of this RFP. A copy of each current inspection report shall be easily accessible in the vehicle to which it pertains. If applicable, the Government shall bear the cost of inspection fees billed by the V.I. Office Highway Safety.

FIELD SAFETY INSPECTORS

The Department of Education will employ and bear the cost of a safety inspector who will monitor, observe and check for compliance with rules and regulations of safe pupil transportation. This inspector will check for evidence of:

- a. Daily pre-trip inspection done by each bus driver prior to its first run;
- b. Regular monthly inspection done by the bus company; and
- c. Semi-annual inspection of all buses. The inspector will perform on-the-road monitoring of the buses and will conduct emergency evacuation drills throughout the year. The Contractor shall provide the buses and drivers at no additional cost no less than twice per school year to conduct the evacuation drills.

The Contractor must provide the Department, through its Pupil Transportation Division, with copies of monthly inspection reports and the semi-annual inspection of all buses. The monthly reports shall include maintenance reporting and identify each bus, its condition (whether in-service or out-of-service, the period of time out-of-service, detailed description of the issue, the solution to the issue including list of parts replaced if applicable, and current status).

MANAGEMENT/ADMINISTRATIVE PERSONNEL

The Contractor shall employ personnel who shall be responsible for efficient operation of services to include crisis management, fleet operations, and fiscal management. Contractor shall designate a crisis management contact person for emergency contact with the Office of the Insular Superintendent Division of Pupil Transportation.

DRIVERS

A school bus driver shall mean any person who holds a valid Virgin Islands school bus operator's license, and who drives a school bus or other authorized vehicle which is used for the purpose of transporting students in accordance with this Contract. Contractor shall employ a sufficient number of qualified drivers and support personnel to assure continuous reliable, safe and on-time service.

A. Physical Requirements

Each driver of a school bus shall meet the following basic minimum physical requirements:

1. Minimum vision (with or without corrective lenses) 20/40 in each eye;
2. Hearing in each ear shall be adequate.
3. Shall not have any physical or mental condition which might impair the ability to operate a bus safely; and
4. Each school bus driver shall receive an annual physical examination, and each driver who is to be initially employed shall be examined within a four-week period to the beginning of service.
Each school bus driver shall be alcohol and drug free and shall meet the requirements of the Virgin Islands Education Improvement Act of 1992, Act No. 5816, and any

amendments thereto, and the Virgin Islands Government Drug Free Policies.

B. License Stipulations

Each driver of a school bus:

1. Must hold a valid, school bus operator's license and have a good driving record and no evidence of bad moral character or alcoholic condition (as required by paragraphs C and D); and
2. Must complete in-service training courses prescribed by the Virgin Islands Department of Education.

C. Department Regulations

1. Upon receipt of evidence by the Department of Education that a school bus driver may be operating a school bus in a manner that violates the rules and regulations for school bus drivers, including the requirement of abstinence from drugs and alcohol then the Department in its sole discretion may request in writing that such driver shall be restricted from and may not operate a school bus until a final disposition is made by the V.I. Police Department or another authority.
2. In the event that any school bus driver hired by the Contractor to perform services under this Contract is accused of committing criminal acts or engages in conduct the Government deems is inappropriate or that may pose a risk to the health, safety, or well-being of students, the Government after investigation may request the removal of the school bus driver. Said employee shall provide no further services under this Contract unless and until notice is given by the Government that said employee can return to service.
3. The Contractor shall not allow any person to work as a School Bus Driver who has plead guilty to or been found guilty of any felony or misdemeanor for violations of drug laws; of any felony or offense against a person; any offense involving the endangerment of a child as prescribed by law; of any misdemeanor or felony for a sexual offense; of felony or misdemeanor for a weapons offences; or misdemeanor or felony for pornography or related offenses or of any similar crime in any federal state, municipal, or other court of similar jurisdiction. This paragraph shall also apply to any person who has plead guilty to or been found guilty of any felony involving robbery, arson, burglary, or a related offence, or any similar crime, in any federal, state, territorial, municipal, or other court of similar jurisdiction within the preceding ten (10) years.
4. The Contractor will not allow any person to operate a school bus whose driving record shows conviction for driving while intoxicated, or that such driver's privileges to operate a motor vehicle has been suspended, revoked, or disqualified or whose driving record or other information shows a history of moving vehicle violations and/or more than two (2) vehicle accidents in the previous five (5) years.
5. Within fourteen (14) days of a written request by the Department, the Contractor shall submit criminal background record checks and/or traffic record checks on drivers.
6. The Contractor shall conduct independent periodic random alcohol/drug testing for its drivers

during the life of the Contract and shall upon request provide proof that such testing was conducted to the Department.

7. The Contractor shall provide a list of names of drivers and copies of driver's licenses for all, full time and part time, drivers providing services under this Contract within ten (10) business days from the date school re-opens each school year. The Contractor shall have available at all times 98 percent of the drivers needed to meet the Government's daily service requirement. All drivers must be trained each year prior to providing any services under this contract.

The Contractor shall provide proof of compliance of this section "Drivers" upon the Government's request.

OTHER EVENTS AND/OR ACTIVITIES

The Contractor agrees upon reasonable advance notice and upon the same terms and conditions, at the same rate of compensation, to provide school bus accommodations for pupils and Department of Education personnel, and/or authorized persons, in connection with afterschool programs, field trips, and special events and/or activities when officially requested.

NOTICE OF TRANSPORTATION NEEDS

On or before July 15th of each year during the term of this Contract, the Government, through the Office of Pupil Transportation, shall furnish Contractor a written estimated projection of the Government's student transportation needs for the next ensuing school year. Said written projection shall set forth the anticipated number of students who will use Contractor's services during the coming year. If an extension is necessary, the Government shall so inform the Contractor within two (2) days of the due date but in each circumstance, the Government shall submit the projection no later than five (5) days after the due date.

REPORT OF ACCIDENT / INCIDENT

An accident or incident involving students being transported by Contractor or any vehicle being used by Contractor to transport students shall be reported by Contractor to the Insular Superintendent or designee, and the Pupil Transportation Office in the St. Croix District of the Department of Education, as soon as possible and not later than twenty-four (24) hours from the time of such accident. A detailed **written** report must be submitted by Contractor to the Insular Superintendent or designee and to the Commissioner of Education as soon as possible thereafter but no later than **two (2) business** days after the date of such accident or incident. Copies of all police reports of the accident must be submitted within ten (10) days after said accident or incident.

IDENTIFICATION OF STOPS

If and when possible, the Government shall designate and clearly identify with signs which are readily visible to students, bus drivers and motorists, the major bus stops to be served by Contractor. Each school bus stop shall be in a safe location and as far removed from the streets and highways as circumstances will permit.

FAILURE OF OPERATION

In the event that Contractor fails to operate any route within forty (40) minutes of its scheduled time because of failure of personnel and to provide the services contracted for and does not provide alternate personnel services, the Contractor shall be responsible for additional cost incurred by the Government in producing substitute service created by such failure to perform. It is agreed, however, that this provision shall not apply to such failures resulting from causes beyond the control of the Contractor, including but not limited to acts of God, war, insurrection, or strikes, except that in the case of strikes, Contractor agrees to make best efforts to provide the required services utilizing all available resources, providing that any such alternatives developed meet the approval of the Government of the Virgin Islands.

SECURITY FOOTAGE

The Contractor shall assure that the Government's recording devices installed on the buses are turned on at all times once the buses have begun a trip. Upon request for immediate submittal of a particular recording(s), the Contractor shall use its best efforts to comply immediately but in no instance shall take more than two (2) business days to comply with such request.

The Contractor shall submit to the Department the recorded footage downloaded from the Government's recording devices installed on the Contractor's buses to support any incident reported by the Contractor. Said footage must be accompanied by a completed Bus Conduct Report, attached as Attachment 2, made a part of this Contract and incorporated herein by reference, or other written report.

The Contractor shall immediately report to the Government any and all non-working equipment and failures and defects of equipment. The Contractor shall submit to the Government a quarterly inventory list of the equipment and its condition. The Contractor shall provide access to the buses for the Department's representative to conduct regular inspection and maintenance of the security equipment.

No recording shall be released to a third party, except in the case of the Contractor responding to a subpoena from a judicial authority or other local or federal government agency with the authority to issue a subpoena for said footage, and in addition to the Contractor providing a response to a subpoenas, the Contractor must provide an exact copy of the response to the Commissioner of Education or her/his designee.

AIDES/MONITORS/GUARDS

It shall be the responsibility of the Department of Education to provide monitors, aides or guards in public schoolyards for the express purpose of controlling students in public schoolyards when public school students are embarking or disembarking school buses at any time of the day. These monitors shall actively control students, assist school bus drivers in getting students on or off the buses in an orderly fashion, and in allowing the buses to enter and depart the school campuses safely.

III. NON-PERFORMANCE BY SELECTED CONTRACTOR

In the event of the selected contractor's non-performance under the subsequent contract and/or the violation or breach of the contract terms, the Government shall have the right to pursue all

administrative, contractual, and legal remedies against the contractor and shall have the right to seek all sanctions and penalties as may be appropriate. Further, either party shall have the right to terminate the contract with or without cause upon the agreed upon written notice to the other party specifying the date of termination.

IV. CONTRACTUAL REQUIREMENTS

All bid proposals and subsequent contract and supporting documents (if selected) must reflect the legal name of entity. Supporting documents that must be submitted prior to contract execution and within the time established by the Government shall include, but not be limited to, the following:

- (1) **Certificate of Resolution**, as to the authorized negotiator and signer of a contract.
- (2) **Current Virgin Islands Business License** issued to the legal name of record of the entity by the Government of the Virgin Islands, Department of Licensing and Consumer Affairs; and if applicable, copy of current business license issued by state, city or county in which the foreign corporation is operating.
- (3) One (1) current original **Certificate(s) of Good Standing/Existence**, in legal name of the Contractor by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks; and if company is not locally formed, an original **Certificate of Good Standing, Certificate of Existence, or Certificate of Status** from the state of registration.
- (4) Certificate of Issuance or Renewal of Trade Name issued by the Virgin Islands Office of the Lt. Governor, Division of Corporations and Trademarks, if applicable.
- (5) **Articles of Incorporation or Organization**, as applicable; or documents governing operation.
- (6) **Certificate of General and Professional Liability Insurance**
 - i. **Commercial General Liability Insurance** of no less than Three Million Dollars and Zero Cents (\$3,000,000.00) aggregate and One Million Dollars per occurrence.
 - ii. The Contractor must provide **Declaration/Endorsement** pages indicating that the Government of the Virgin Islands, Department of Education, is as “**certificate holder**” and an “**additional insured**” on said Automobile and Commercial General Liability Policies.
 - iii. Additionally, Contractor shall effectuate adding the Government of the Virgin Islands, Department of Education, as an additional insured on any policy its holds with coverage for claims of negligent hiring, training, and supervision of employees.
 - iv. Policies shall be held with a company or companies licensed or approved to do business in the U.S. Virgin Islands.
- (7) Certificate of Government Insurance/Copy of Certificate providing firm/agents are covered by Workers’ Compensation Employee’s Liability.
- (8) System for Award Management (SAM) certifying the Contractor’s’ eligibility to receive contract awards appropriated with federal funds; www.sam.gov.

Please note the above-referenced documents are subject to modification at the Government’s discretion.

Any silence, absence, or omission from the contract specifications concerning any point shall be regarded as meaning that only the best commercial practices are to prevail.

All contractual documents including insurance certificates/policies must be kept updated and maintained throughout the term of the contract

**GOVERNMENT OF THE VIRGIN ISLANDS
DEPARTMENT OF EDUCATION
STUDENT BUS CONDUCT REPORT**

ATTACHMENT 2

STUDENT'S NAME: _____ SCHOOL: _____

OCCURRENCE - DATE: _____ TIME: _____ PLACE: _____

The student was observed by _____ displaying the following behavior:


Please circle the relevant actions:

- | | | |
|--|---|--|
| 1. Pushing | 11. Intimidating / Threatening | 19. Violation of dress code |
| 2. Shouting | | 20. Breaking and entering |
| 3. Fighting | 12. Extortion | 21. Deployment of firecrackers/fireworks |
| 4. Instigating adverse behavior | 13. Disruption of the teaching /learning process | 22. Establishing or participating in gangs |
| 5. Use of tobacco products, alcohol, or drugs | 14. Failure to participate or complete assignment | 23. Selling tobacco products |
| 6. Talking Back | 15. Giving false and misleading information | 24. Trespassing |
| 7. Littering | 16. Verbal or non-verbal refusal to comply with rules or directions | 25. Possession and/or use of Contraband |
| 8. Destruction of Property / Vandalism | 17. Participation in games or activities of chance for money and/or other things of value | 26. Assault and battery of persons |
| 9. Using Profane Language Eating and/or drinking during program sessions | | 27. Possession of weapons |
| 10. Unauthorized absence from program | 18. Stealing | 28. Sexual misconduct |
| | | 29. Repeated misconduct |
| 30. Please indicate conduct not listed above _____ | | |

Please indicate separately the action taken with each student regarding the above-indicated infraction:

Attached are _____ pages that complete this report.

By [YOUR NAME & TITLE: _____] Date: _____

Contractor's Initials: 
Contract No. _____

**HIGHWAY SAFETY PROGRAM
GUIDELINE No. 17
PUPIL TRANSPORTATION SAFETY**

- I. Scope. This guideline establishes minimum recommendations for a State highway safety program for pupil transportation safety including the identification, operation, and maintenance of buses used for carrying students; training of passengers, pedestrians, and bicycle riders; and administration.
- II. Purpose. The purpose of this guideline is to minimize, to the greatest extent possible the danger of death or injury to school children while they are traveling to and from school and school-related events.
- III. Definition.

Bus

A motor vehicle designed for carrying more than 10 persons (including the driver).

Federal Motor Carrier Safety Regulations (FMCSR)

The regulations of the Federal Highway Administration (FHWA) for commercial motor vehicles in interstate commerce, including buses with a gross vehicle weight rating (GVWR) greater than 10,000 pounds or designed to carry 16 or more persons (including the driver), other than buses used to transport school children from home to school and from school to home. (The FMCSR are set forth in 49 CFR parts 383-399.)

School-chartered bus

A "bus" that is operated under a short-term contract with State or school authorities who have acquired the exclusive use of the vehicle at a fixed charge to provide transportation for a group of students to a special school-related event.

School bus

A "bus" that is used for purposes that include carrying students to and from school or related events on a regular basis, but does not include a transit bus or a school-chartered bus.

- IV. **Pupil Transportation Safety Program Administration and Operations.-- Recommendation.** Each State, in cooperation with its school districts and other political subdivisions, should have a comprehensive pupil transportation safety program to ensure that school buses and school-chartered buses are operated and maintained so as to achieve the highest possible level of safety.

A. Administration.

- 1. There should be a single State agency having primary administrative responsibility for pupil transportation, and employing at least one full-time professional to carry out these responsibilities.
- 2. The responsible State agency should develop an operating system for collecting and reporting information needed to improve the safety of operating school buses and school-chartered buses. This includes the collection and evaluation of uniform crash data consistent with the criteria set forth in Highway Safety Program Guidelines No. 10, "Traffic Records" and No. 18, "Accident Investigation and Reporting."

B. Identification and equipment of school buses. Each State should establish procedures to meet the following recommendations for identification and equipment of school buses.

- 1. All school buses should;

- a. Be identified with the words "School Bus" printed in letters not less than eight inches high, located between the warning signal lamps as high as possible without impairing visibility of the lettering from both front and rear, and have no other lettering on the front or rear of the vehicle, except as required by Federal Motor Vehicle Safety Standards (FMVSS), 49 CFR part 571.
 - b. Be painted National School Bus Glossy Yellow, in accordance with the colorimetric specification of National Institute of Standards and Technology (NIST) Federal Standard No. 595a, Color 13432, except that the hood should be either that color or lusterless black, matching NIST Federal Standard No. 595a, Color 37038.
 - c. Have bumpers of glossy black, matching NIST Federal Standard No. 595a, Color 17038, unless, for increased visibility, they are covered with a reflective material.
 - d. Be equipped with safety equipment for use in an emergency, including a charged fire extinguisher, that is properly mounted near the driver's seat, with signs indicating the location of such equipment.
 - e. Be equipped with device(s) demonstrated to enhance the safe operation of school vehicles, such as a stop signal arm.
 - f. Be equipped with a system of signal lamps that conforms to the school bus requirements of FMVSS No. 108, 49 CFR 571.108.
 - g. Have a system of mirrors that conforms to the school bus requirements of FMVSS No. 111, 49 CFR 571.111.
 - h. Comply with all FMVSS applicable to school buses at the time of their manufacture.
2. Any school bus meeting the identification recommendations of sections 1, a-h above that is permanently converted for use wholly for purposes other than transporting children to and from school or school-related events should be painted a color other than National School Bus Glossy Yellow, and should have the stop arms and school bus signal lamps described by sections 1, e & f removed.
 3. School buses, while being operated on a public highway and transporting primarily passengers other than school children, should have the words "School Bus" covered, removed, or otherwise concealed, and the stop arm and signal lamps described by sections 1, e & f should not be operated.
 4. School-chartered buses should comply with all applicable FMCSR and FMVSS.
- C. Operations. Each State should establish procedures to meet the following recommendations for operating school buses and school-chartered buses:
1. Personnel.
 - a. Each State should develop a plan for selecting, training, and supervising persons whose primary duties involve transporting school children in order to ensure that such persons will attain a high degree of competence in, and knowledge of, their duties.
 - b. Every person who drives a school bus or school-chartered bus occupied by school children should, as a minimum:
 1. Have a valid State driver's license to operate such a vehicle. All drivers who operate a vehicle designed to carry 16 or more persons (including the driver) are required by FHWA's Commercial Driver's License Standards by April 1, 1992 (49 CFR part 383) to have a valid commercial driver's license;

2. Meet all physical, mental, moral and other requirements established by the State agency having primary responsibility for pupil transportation, including requirements for drug and/or alcohol misuse or abuse; and
3. Be qualified as a driver under the Federal Motor Carrier Safety Regulations of the FHWA, 49 CFR part 391, if the driver or the driver's employer is subject to those regulations.

2. Vehicles.

- a. Each State should enact legislation that provides for uniform procedures regarding school buses stopping on public highways for loading and discharge of children. Public information campaigns should be conducted on a regular basis to ensure that the driving public fully understands the implications of school bus warning signals and requirements to stop for school buses that are loading or discharging school children.
- b. Each State should develop plans for minimizing highway use hazards to school bus and school-chartered bus occupants, other highway users, pedestrians, bicycle riders and property. They should include, but not be limited to:
 1. Careful planning and annual review of routes for safety hazards;
 2. Planning routes to ensure maximum use of school buses and school chartered buses, and to ensure that passengers are not standing while these vehicles are in operation;
 3. Providing loading and unloading zones off the main traveled part, of highways, whenever it is practical to do so;
 4. Establishing restricted loading and unloading areas for school buses and school-chartered buses at or near schools;
 5. Ensuring that school bus operators, when stopping on a highway to take on or discharge children, adhere to State regulations for loading and discharging including the use of signal lamps as specified in section B.1.f. of this guideline;
 6. Prohibiting, by legislation or regulation, operation of any school bus unless it meets the equipment and identification recommendations of this guideline; and
 7. Replacing, consistent with the economic realities which typically face school districts, those school buses which are not manufactured to meet the April 1, 1977 FMVSS for school buses, with those manufactured to meet the stricter school bus standards, and not chartering any pre-1977 school buses.
 8. Informing potential buyers of pre 1977 school buses that these buses may not meet current standards for newly manufactured buses and of the need for continued maintenance of these buses and adequate safety instruction.
- c. Use of amber signal lamps to indicate that a school bus is preparing to stop to load or unload children is at the option of the State. Use of red warning signal lamps as specified in section B, 1, f, of this guideline for any purpose or at any time other than when the school bus is stopped to load or discharge passengers should be prohibited.
- d. When school buses are equipped with stop arms, such devices should be operated only in conjunction with red warning signal lamps, when vehicles are stopped.
- e. Seating.

1. Standing while school buses and school-chartered buses are in motion should not be permitted. Routing and seating plans should be coordinated so as to eliminate passengers standing when a school bus or school chartered bus is in motion.
 2. Seating should be provided that will permit each occupant to sit in a seat intended by the vehicle's manufacturer to provide accommodation for a person at least as large as a 5th percentile adult female, as defined in 49 CFR 571.208. Due to the variation in sizes of children of different ages, States and school districts should exercise judgment in deciding how many students are actually transported in a school bus or school -chartered bus.
 3. There should be no auxiliary seating accommodations such as temporary or folding jump seats in school buses.
 4. Drivers of school buses and school-chartered buses should be required to wear occupant restraints whenever the vehicle is in motion.
 5. Passengers in school buses and school-chartered buses with a gross vehicle weight rating (GVWR) of 10,000 pounds or less should be required to wear occupant restraints (where provided) whenever the vehicle is in motion. Occupant restraints should comply with the requirements of FMVSS Nos. 208, 209 and 210, as they apply to multipurpose vehicles.
- f. Emergency exit access. Baggage and other items transported in the passenger compartment should be stored and secured so that the aisles are kept clear and the door(s) and emergency exit(s) remain unobstructed at all times. When school buses are equipped with interior luggage racks, the racks should be capable of retaining their contents in a crash or sudden driving maneuver.
- D. Vehicle maintenance. Each State should establish procedures to meet the following recommendations for maintaining buses used to carry school children:
1. School buses should be maintained in safe operating condition through a systematic preventive maintenance program.
 2. All school buses should be inspected at least **semiannually**. In addition, school buses and school-chartered buses subject to the Federal Motor Carrier Safety Regulations of FHWA should be inspected and maintained in accordance with those regulations (49 CFR Parts 393 and 396).
 3. School bus drivers should be required to perform daily pre-trip inspections of their vehicles, and the safety equipment thereon (especially fire extinguishers), and to report promptly and in writing any problems discovered that may affect the safety of the vehicle's operation or result in its mechanical breakdown. Pre-trip inspection and condition reports for school buses and school-chartered buses subject to the Federal Motor Carrier Safety Regulations of FHWA should be performed in accordance with those regulations (49 CFR 392.7, 392.8, and 396).
- E. Other Aspects of Pupil Transportation Safety.
1. At least once during each school semester, each pupil transported from home to school in a school bus should be instructed in safe riding practices, proper loading and unloading techniques, proper street crossing to and from school bus stops and should participate in supervised emergency evacuation drills, which are timed. Prior to each departure, each pupil transported on an activity or field trip in a school bus or school -chartered bus

should be instructed in safe riding practices and on the location and operation of emergency exits.

2. Parents and school officials should work together to select and designate the safest pedestrian and bicycle routes for the use of school children.
 3. All school children should be instructed in safe transportation practices for walking to and from school. For those children who routinely walk to school, training should include preselected routes and the importance of adhering to those routes.
 4. Children riding bicycles to and from school should receive bicycle safety education, wear bicycle safety helmets, and not deviate from preselected routes.
 5. Local school officials and law enforcement personnel should work together to establish crossing guard programs.
 6. Local school officials should investigate programs which incorporate the practice of escorting students across streets and highways when they leave school buses. These programs may include the use of school safety patrols or adult monitors.
 7. Local school officials should establish passenger vehicle loading and unloading points at schools that are separate from the school bus loading zones.
- V. Program evaluation. The pupil transportation safety program should be evaluated at least annually by the State agency having primary administrative responsibility for pupil transportation.

#84 Kronprindsens Gade
St. Thomas, USVI 00802

VIRGIN ISLANDS OFFICE OF HIGHWAY SAFETY

Tel: (340) 776-5820
Fax: (340) 774-9208

THE VIRGIN ISLANDS POLICE MOTOR CARRIER SAFETY INSPECTION

CARRIER	NAME OF MOTOR CARRIER OPERATING AUTHORITY											US DOT NO.		
	STREET ADDRESS													ICC NO.
INSP	CITY			STATE			ZIP CODE							
	TIME STARTED	DATE / /		DW	SHIFT	LOCATION OF INSPECTION						ROADSIDE	FAILCTY	TYPE
DRIVER	LAST NAME			FIRST NAME			MI	CITY/STATE/ZIP CODE					TRAINING Y N	
	STREET ADDRESS					DOB / /			DL-CL-NUMBER/STATE /					
PAPER	IF EMPTY/LAST LOAD							COMMODITY						
	ORIGIN			DESTINATION				HAZARDOUS MATERIAL CLASS						
SHIPPING	NAME OF SHIPPER							HAZARDOUS MATERIAL CLASS						
	DATE / /		NUMBER OF DOCUMENT				REPT. QUAN Y N	HAZ. WASTE Y N	PLACARDS REQUIRED Y N		HAZ. MAT. COUNT #			
VEHICLE		MAKE	YEAR	ID NUMBER				COMPANY NUMBER	BODY TYPE	NO. AXL	SLEEP Y N	TAG NUMBER/ STATE		
POWER UNIT												/		
TRAILER												/		

[illegible]

BRAKE ADJUSTMENT				GVWR				NOTE TO MOTOR CARRIER			
RIGHT								VEHICLE HAS BEEN PLACED "OUT OF SERVICE".			
FRONT				AXLE1	AXLE2	AXLE3	AXLE4	AXLE5	AXLE6	AXLE7	PURSUANT TO AUTHORITY CONTAINED IN THE VIRGIN ISLANDS RULES AND REGULATIONS (AS AMENDED) I HEREBY DECLARE AND MARK THE ABOVE VEHICLE(S) "OUT OF SERVICE". NO PERSON SHALL REMOVE THE HEREIN NUMBER STICKER(S) OR OPERATE SUCH VEHICLE(S) OR OPERATE SUCH VEHICLE(S) UNTIL NECESSARY REPAIRS HAVE BEEN COMPLETED AND THE VEHICLE(S) RESTORED TO SAFE OPERATING CONDITION.
LEFT											
CHAMER SIZE											PLACED OUT OF SERVICE BY:
											TEL. NO. OF STATE POLICE
INSPECTED BY:				CODE NO.		INSP. TIME		LOCATION PLACED OUT OF SERVICE			
ALCOHOL/DRUG TEST Y N		DRUG INTERDICTION SEARCH Y N ARRESTS		SIZE/WEIGHT Y N		TRAFFIC ENFORCEMENT Y N		OUT/SVC STICKER NOS. POWER UNIT		OUT/SVC STICKER TRAILER NO. 1	TRAILER NO. 2
SEAL NOS. REMOVED				DEPT. SEAL NOS. INSTALLED				ITEMS MARKED IN THE "OUT OF SERVICE" COLUMN (OOS) MUST BE REPAIRED AND THE FORM COMPLETED AND MAILED WITHIN 15 DAYS TO THE ADDRESS SHOWN OR FAXED TO THE OFFICE OF HIGHWAY SAFETY.			
CVSA DECAL - TT		CVSA DECAL - ST		CVSA DECAL - ST				COPY RECEIVED BY:		OOS VER	TIME ENDED

ORIGINAL - ADMINISTRATIVE COORDINATOR

Contractor's Initials:


Contract No.

IMPORTANT DATES SY 2019-2020

School Bases Personnel	Report	Last Work Day
Secretarial/Clerical Personnel	August 20, 2019	June 26, 2020
Kitchen Managers	August 20, 2019	June 26, 2020
Principals, Assistant Principals, Coordinators, Supervisors	August 26, 2019	June 24, 2020
Bus Drivers	August 26, 2019	June 24, 2020
Kitchen Workers	August 21, 2019	June 25, 2020
All New Professionals	August 28, 2019	June 18, 2020
All Returning Professionals(including Teachers, Registrars, Attendance Counselors, Diagnosticians, Psychologists, School Nurses, Social Workers, and Librarians)	August 30, 2019	June 18, 2020
All Paraprofessionals	August 29, 2019	June 22, 2020
Guidance Counselors	August 29, 2019	June 22, 2020

Event	Occurrence	Date
LABOR DAY	1 st Monday-September	September 2, 2019
SCHOOLS OPEN/STUDENTS RETURN (Marking Period Begins)	1 st Tuesday, Sept.	September 3, 2019
COLUMBUS DAY-PR/VI FRIENDSHIP DAY	2 nd Monday-October	October 14, 2019
AFT-TEACH STTJ	-	October 18, 2019
AFT-TEACH STX	-	October 21, 2019
D. HAMILTON JACKSON/LIBERTY/BULL & BREAD	November 1	November 1, 2019
VETERANS DAY	November 11	November 11, 2019
1ST MARKING PERIOD ENDS	45 th School Day	November 7, 2019
2ND MARKING PERIOD BEGINS	46 th School Day	November 8, 2019
THANKSGIVING BREAK	4 th Thursday-November	Nov. 28-29, 2019
CHRISTMAS BREAK (includes all holidays between 12/24 & 1/4)	Dec. 25 - Jan. 4	Dec. 24 -Jan. 3, 2020
THREE KING'S DAY	January 6 th	January 6, 2020
MARTIN LUTHER KING JR. DAY	3 rd Monday-January	January 20, 2020
2ND MARKING PERIOD ENDS/1ST SEMESTER ENDS	90 th School Day	January 29, 2020
3RD MARKING PERIOD BEGINS	91 st School Day	January 30, 2020
PRESIDENTS' DAY	3 rd Monday - February	February 17, 2020
TRANSFER DAY	March 31	March 31, 2020
3RD MARKING PERIOD ENDS	135 th School Day	April 3, 2020
4TH MARKING PERIOD BEGINS	136 th School Day	April 6, 2020
EASTER BREAK(Holy Thursday, Good Friday, & Easter Monday)		April 9-April 13, 2020
ST. THOMAS CARNIVAL BREAK		April 27-May 1, 2020
MEMORIAL DAY	Last Monday - May	May 25, 2020
LAST STUDENT DAY(4TH Marking period/2nd Semester Ends)	180 th School Day	June 18, 2020

Note: Only when a Federal Holiday falls on a Sunday is it observed the following Monday. Local holidays falling on a Saturday or Sunday are not observed during the work week.

Contact No. _____
Contractor's Initials 

Updated: 6/5/2019

Elementary,
Junior High/Middle &
Senior High Public
Schools

AD	Admin. Leave (STI Carnival)
AL	Administrator's Last Day
AR	Administrator's Report
AT	AFT Teach
H	Holiday
MB	Marking Period Begins
ME	Marking Period Ends
RP	Returning Professional Report/ No Classes
SR	Students Return/School Starts
SB	School Break
SE	Semester Ends / 2nd Marking Period Ends
SC	2nd Semester Ends/ School Closes
WK	Workshop/New Professionals
*	Instructional days per month

Notes:
The attached Narrative incorporated herein facilitates school based reporting and departure dates, explanation of related activities and legal holidays.

Submitted By:

RACQUEL BLURTY-BENJAMIN
Commissioner

APPROVED:

ALBERT BRYAN, JR.
Governor

Date _____

1834 Kongens Gade
St. Thomas, VI 00820
Phone: 340.774.0160
Fax: 340.779.7153

2133 Hospital Street
Christiansted, VI 00820
Phone: 340.773.1095
Fax: 340.713.9579

AUGUST							SEPTEMBER							OCTOBER									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
				1	2	3	1	H	SR	4	5	6	7			1	2	3	4	5			
4	5	6	7	8	9	10	8	9	10	11	12	13	14	6	7	8	9	10	11	12			
11	12	13	14	15	16	17	15	16	17	18	19	20	21	13	H	15	16	17	AT	19			
18	19	20	21	22	23	24	22	23	24	25	26	27	28	20	AT	22	23	24	25	26			
25	AR	27	28	29	RP	31	29	30						27	28	29	30	31					
20 days*														21 days*									
NOVEMBER							DECEMBER							JANUARY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					H	2	1	2	3	4	5	6	7				SB	SB	SB	4			
3	4	5	6	ME	MB	9	8	9	10	11	12	13	14	5	H	7	8	9	10	11			
10	H	12	13	14	15	16	15	16	17	18	19	20	21	12	13	14	15	16	17	18			
17	18	19	20	21	22	23	22	23	SB	SB	SB	SB	28	19	H	21	22	23	24	25			
24	25	26	27	H	H	30	29	SB	SB					26	27	28	SE	MB	31				
17 days*														16 days*						18 days*			
FEBRUARY							MARCH							APRIL									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
						1	1	2	3	4	5	6	7				1	2	ME	4			
2	3	4	5	6	7	8	8	9	10	11	12	13	14	5	MB	7	8	H	H	11			
9	10	11	12	13	14	15	15	16	17	18	19	20	21	12	H	14	15	16	17	18			
16	H	18	19	20	21	22	22	23	24	25	26	27	28	19	20	21	22	23	24	25			
23	24	25	26	27	28	29	29	30	H					26	SB	SB	SB	SB					
19 days*														21 days*						15 days*			
MAY							JUNE							JULY									
S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S			
					AD	2		1	2	3	4	5	6				1	2	H	4			
3	4	5	6	7	8	9	7	8	9	10	11	12	13	5	6	7	8	9	10	11			
10	11	12	13	14	15	16	14	15	16	17	SC	19	20	12	13	14	15	16	17	18			
17	18	19	20	21	22	23	21	22	23	AL	25	26	27	19	20	21	22	23	24	25			
24	H	26	27	28	29	30	28	29	30					26	27	28	29	30	31				
31	19 days*														14 days*								

Vision: Empowering ALL students for success! Contact No.

Contractor's Initials