

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

**Request for Proposal – Negotiation  
Professional Services**

To: .....

Date: February 5, 2019

.....

RFP No. 009-T-2019 (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 **DATE: Friday, March 8, 2019 @ 4:00 o'clock p.m.** Atlantic Standard Time.

**DESCRIPTION OF WORK: Provide Pupil Bus Transportation Services on the Island of St. Thomas**

**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 Nominee

Property and Procurement

**INSTRUCTION TO PROPOSERS**

**A. NOTICE**

**RFP-009-T-2019 (P) Provide Pupil Bus Transportation Services on the Island of St. Thomas**

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](mailto: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-009-T-2019 (P) to Provide Pupil Bus Transportation**

**C. PROPOSE SCOPE OF WORK**

**See Attached**

**D. TIMETABLE**

**1. Proposals will be accepted at Department of Property and Procurement, no later than Friday, March 8, 2019 @ 4:00 pm**

**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 **Friday March 8, 2019 @ 4:00 p. m.** Atlantic Standard Time.

They shall be addressed to:

Anthony D. Thomas  
Commissioner Nominee  
Property & Procurement  
8201 Subbase, 3rd Floor  
St. Thomas, Virgin Islands 00802

**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-009-T-2019 (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 AWARDING OF THE CONTRACT.**

#### N. REQUIREMENTS FOR CORPORATION

1. ARTICLES OF INCORPORATION
2. CERTIFICATE OF CORPORATE RESOLUTION

3. CERTIFICATE OF GOOD STANDING

THESE WILL BE REQUIRED PRIOR TO AWARD OF CONTRACT.



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



# THE VIRGIN ISLANDS DEPARTMENT OF EDUCATION

**REQUEST FOR PROPOSALS (RFP)  
FOR  
School Bus Transportation Services on the Island of St. Thomas  
in the St. Thomas/St. John School District**

## I. GENERAL INFORMATION

### A. PURPOSE / OVERVIEW

The purpose of this Request for Proposals (RFP) is to solicit proposals from provider(s) qualified in the transportation of students to provide safe, reliable, and efficient services on the island of St. Thomas; and provide general maintenance to the Department; of Education's owned school busses throughout the 2019-2020 School Year, with services commencing on October 1, 2019. The Virgin Islands Department of Education (DOE) seeks qualified service provider(s) with the knowledge, experience, and expertise to provide all things necessary to furnish pupil transportation for regular education students to and from fifteen (15) school sites daily during the course of the regular school year on the island of St. Thomas. Transportation will be along prescribed routes, to and from designated stop areas. Additional services include summer, after school, extra-curricular, Saturday, and other events and/or activities as requested by the St. Thomas/St. John District.

The transportation services requested in this RFP shall include but is not limited to providing the vehicles and all fuel, equipment, maintenance, and necessary mechanics for the upkeep of the fleet; transportation services inclusive of employment, required training, physical examinations, and licensure of drivers; and overall operation and management of the school bus transportation system. All vehicles will be inspected for approval by the Virgin Islands Office of Highway prior to the commencement of pupil transportation services.

### 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:

<b>ST. THOMAS/ST. JOHN SCHOOL DISTRICT</b>	<b>Number</b>
<b>Schools</b>	<b>14</b>
Elementary Schools	9
Middle Schools	2
Junior High School	1
High Schools	2
<b>Programs</b>	<b>3</b>
Day Adult Program	1
Skill Center	1
Alternative Ed Program	1
<b>Total Schools and Programs</b>	<b>17</b>

<b>Number of Students</b>	<b>5,375</b>
<b>ST. CROIX SCHOOL DISTRICT</b>	
<b>Schools</b>	<b>13</b>
Elementary Schools	8
High Schools	2
Junior High	3
<b>Programs</b>	<b>3</b>
Adult Ed	1
Alternative Ed	1
Career and Technical Ed	1
Total Schools and Programs	16
<b>Number of Students</b>	<b>5,343</b>
<b>BOTH DISTRICTS</b>	
<b>TOTAL NUMBER OF VIDE REGULAR K-12 SCHOOLS</b>	27
<b>TOTAL NUMBER OF PROGRAMS</b>	6
<b>TOTAL NUMBER OF STUDENTS</b>	<b>10,718</b>
<b>TOTAL NUMBER OF TEACHERS/ADMINISTRATORS</b>	1,203

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 STTJ District changes 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 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 is 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, Saturday, and other events and/or activities may be requested by the District. The 2019-2020 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 28, 2019 and ends June 30, 2020.

The island of St. Thomas is approximately thirty-two (32) square miles. However, the school bus transportation coverage provides for approximately Nine Hundred Forty-Four point Eight (944.8) miles per day. Currently, the number of bus stops across the island of St. Thomas are not definitive, however 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.

In the Virgin Islands, left hand drive is required. Therefore, school buses must be re-configured to accommodate doors opening on the left of the bus.

It is anticipated that the implementation of services will begin for the 2019-2020 school year.

The St. Thomas/St. John Office of the Insular Superintendent has been designated and will serve as the VIDE liaison on this project.

#### **C. ADMINISTRATIVE STRUCTURE**

Honorable Racquel Berry-Benjamin, Commissioner Designee 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 official physical and mailing to be used for any correspondence or delivery of paper reports address for the DOE is as follows:

Virgin Islands Department of Education  
1834 Kongens Gade  
St. Thomas, US Virgin Islands 00802-6742

Honorable Anthony D. Thomas, Commissioner Designee of the Department of Property and Procurement (DPP), and other personnel at DPP, will manage the bidding, negotiation, and contractual processes. DOE's Office of the Commissioner 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 term of the contract awarded under this RFP shall be for a period of one (1) year, with up to four one (1) 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 purchase, lease, supply, and furnish the quantity of vehicles new or no older than seven (7) years in age to meet the needs specified in this RFP.
      - (2) An audited financial report for the three (3) most recent fiscal years.
      - (3) Listing of minimum three (3) 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. Include details of current fleet and proposed fleet of coverage for STT District services inclusive of make, model, year, body type, fuel type, special education needs equipment, and whether the bus is classified as a Type I or Type II bus.

(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 ten (10) years.

(iii) Statement of current insurances held by proposer to include: Commercial General Liability Insurance, Automobile Liability Insurance, and Workers' Compensation.

- (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 six (6) years;
- c) For a K-12 school district within the United States and/or its Territories or an educational institution providing transportation to pupils;
- d) For a like-sized school district in scope and services utilizing a minimum of ten (10) school buses and comprising of regular education and special needs transportation.
- e) Was engaged in providing similar services for at least one (1) continuous school year.

- (6) Demonstrate the ability to perform services on-site in St. Thomas, 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 inclusive of costs for drivers and any and all other overhead expenses during the first year of the Contract and subsequent renewal years. The proposer shall also provide an hourly labor rate for the maintenance of busses owned by the Department. The proposer may determine its pricing structure necessary to fulfill the service mandates of this RFP.

## **II. SCOPE OF SERVICES**

The Contractor shall furnish transportation services to school students traveling to and from schools on the island of St. Thomas for regular education and summer programs. 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, busing 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.

### **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 unloading 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, attached as 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 department while Contractor is performing the services under the Contract.

D. 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. The Government shall specify, in writing, which students are special education students and which students are regular students

E. 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 for 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.
- B. It is anticipated that Contractor will be required to make approximately seventy-eight (78) 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 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 Office of Pupil Transportation monthly.

### 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

It is expressly understood that throughout the term of the Contract, all equipment utilized by Contractor for school transportation shall meet all the U.S. Department of Transportation Standards for school buses as published by the National Highway Traffic Safety Administration in Safety Standard No. 17 PUBLIC TRANSPORTATION SAFETY, a copy is attached as Attachment 1, and incorporated herein by reference including any amendments thereto or any documents superseding same, and all federal and local laws and regulations applicable to equipment used in public transportation and/or transportation of school students. In addition, Contractor's equipment shall meet the specifications set forth below as items A through G.

- A. Left hand drive is specified for all vehicles.
- B. Entrance door is to be located on the left side of vehicles, manually operated by the driver.
- C. All school buses will be equipped with fully operative radio communication devices, safety devices, and first aid kits.
- D. All school buses are required to have fully operative flashers and must use such flashers during the loading and unloading of students.
- E. All school buses will be painted National School Bus Yellow.
- F. Each bus shall be equipped with a fire extinguisher of a type and size approved by the V.I. Fire Department.
- G. Buses will be equipped with stop arms. This provision shall be mandatory with regard to all new equipment purchased during the term of this contract.

The Contractor agrees that all vandalism damages to its equipment will be the responsibility of the Contractor; however, where students are found to be responsible, the District will use its best effort to assist in seeking restitution.

### 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 based on the manufacture'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 August and February 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 submit copies of all inspection reports to VIDE's Office of Pupil Transportation 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 Manual and National Highway Safety Standard 17 requirements. A copy of each current inspection report shall be easily accessible in the vehicle to which it pertains.

### OUT OF SERVICES BUSES / REPLACEMENT OF BUSES

A school bus may be placed out of service under this Contract if it fails to meet the Virgin Islands Office of Highway Safety's "Virgin Islands Police Motor Carrier Safety Inspection" (a copy is attached as Attachment 4 and incorporated herein, by reference) and is deemed not to be street worthy by the Department's Safety Inspector and/or Office of Pupil Transportation. Upon written notice to the Contractor that the Department has deemed a school bus not to be street worthy, the Contractor must cease utilizing said school bus within twenty-four (24) hours of notice by the Department. To resume use of an out-of-service bus, the Contractor must demonstrate that the school bus has met the Virgin Islands Office of Highway Safety's "Virgin Islands Police Motor Carrier Safety Inspection" and that the performance quality and safety of the school bus is satisfactory to the Department.

The Contractor acknowledges that it is recommended that a school bus be retired from service if its age exceeds seven (7) years from the date of purchase from the manufacturer or it has accumulated 200,000 miles, whichever comes last. The Contractor shall notify the Government of updates to its fleet within ten (10) days of the change including but not limited adding and retiring buses and shall specify the make, model, year, and tag of each vehicle. The Contractor shall ensure that any vehicle added to the its fleet is covered under the applicable insurance policies as described in Paragraph 27 and shall show proof to the Government upon request.

### MAINTENANCE

The Contractor shall provide general and major maintenance to 14 buses owned and operated by the Virgin Islands Department of Education. Scheduled maintenance services shall be determined by the Office of Pupil Transportation. General maintenance services include but should not be limited, to oil changes, tire, battery, and brake replacement, The Department shall be responsible for the actual cost of all purchased parts/material incurred by the Contractor. The Department shall also be responsible for fueling its own school busses.

### 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.

### 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 owned, leased, or used for the purpose of transporting students in accordance with this Contract.

#### 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 may request 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 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. 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 August 15<sup>th</sup>** 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. Thomas – St. John 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 policies 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 equipment or personnel and to provide the services contracted for and does not provide alternate transportation 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 Contractor's 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 a 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 Liability Insurance**
  - i. **Automobile Liability Insurance** combined single limit for owned, hired, borrowed, leased, or non-owned vehicles of no less than Three Million Dollars and Zero Cents (**\$3,000,000.00**)
  - ii. **Professional Liability Insurance** of no less than Three Million Dollars and Zero Cents (**\$3,000,000.00**) aggregate and One Million Dollars per occurrence.
  - iii. **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.
  - iv. 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.
  - v. 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.
  - vi. 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.



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



# SCHOOL BUS CONDUCT REPORT

DATE: \_\_\_\_\_ DATE OF INCIDENT : \_\_\_\_\_ TIME: \_\_\_\_\_

STUDENT'S NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

**DRIVER'S REPORT:** (Check the behavior that applies to the student)

Pushing  Standing on Bus  Hitting  Shouting  Tripping  Fighting  Littering

Smoking  Talking Back  Destruction of Property  Profane Language  Eating or Drinking

Other: \_\_\_\_\_ Comments: \_\_\_\_\_

Driver's Signature: \_\_\_\_\_ Route No. \_\_\_\_\_ Bus No. \_\_\_\_\_

**ADMINISTRATOR'S USE ONLY** (Indicate action taken for student's behavior)

Parent Notified  Conference with student and parent  Detention  Denied bus privilege \_\_\_\_\_ days

Suspended from School for \_\_\_\_\_ days Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Principal

Superintendent

White copy: Principal

Pink copy: Superintendent

Yellow copy: Bus Operation Office



# SCHOOL BUS CONDUCT REPORT

DATE: \_\_\_\_\_ DATE OF INCIDENT : \_\_\_\_\_ TIME: \_\_\_\_\_

STUDENT'S NAME: \_\_\_\_\_ SCHOOL: \_\_\_\_\_

**DRIVER'S REPORT:** (Check the behavior that applies to the student)

Pushing  Standing on Bus  Hitting  Shouting  Tripping  Fighting  Littering

Smoking  Talking Back  Destruction of Property  Profane Language  Eating or Drinking

Other: \_\_\_\_\_ Comments: \_\_\_\_\_

Driver's Signature: \_\_\_\_\_ Route No. \_\_\_\_\_ Bus No. \_\_\_\_\_

**ADMINISTRATOR'S USE ONLY** (Indicate action taken for student's behavior)

Parent Notified  Conference with student and parent  Detention  Denied bus privilege \_\_\_\_\_ days

Suspended from School for \_\_\_\_\_ days Other: \_\_\_\_\_

Signature: \_\_\_\_\_

Principal

Superintendent

White copy: Principal

Pink copy: Superintendent

Yellow copy: Bus Operation Office