

**REQUEST FOR BID  
SPECIFICATION AND BID FORMS  
FOR  
STUDENT TRANSPORTATION**



**SLATE VALLEY UNIFIED  
SCHOOL DISTRICT  
FAIR HAVEN, VERMONT**

**Release Date: January 17, 2020  
Pre-Bid Meeting Date: February 5, 2020 – 11:00 am  
Due Date: February 25, 2020 – 2:00 pm**

**SLATE VALLEY UNIFIED SCHOOL DISTRICT**

**REQUEST FOR BID  
FOR  
STUDENT TRANSPORTATION**

Bids to be opened:

AT: 2:00 p.m.  
DATE: February 25, 2020  
PLACE: District Office  
Slate Valley Unified School District  
33 Mechanic Street  
Fair Haven, VT 05743

**Bidder Information**

Legal Name of Bidder's Company:		
Company Representative Name and Title:		
Legal Address:		
City:	State:	Zip:
Telephone:		
Fax:		
Email:		
Statement by Bidder as to whether Bidder is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:		

**ACKNOWLEDGEMENT**

Name of individual legally authorized to bind the Bidder to a contract (Please print or type):

\_\_\_\_\_

\_\_\_\_\_  
Signature of individual stipulated directly above

\_\_\_\_\_

Date



**SLATE VALLEY UNIFIED SCHOOL DISTRICT**

33 Mechanic Street

Fair Haven, Vermont 05743

**NOTICE TO BIDDERS**

The Slate Valley Unified School District (the District) of Fair Haven, Vermont, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Slate Valley Unified School District for a five-year (July 1, 2020 to June 30, 2025) period. Bid Documents are available on the District's website at: <http://www.slatevalleyunified.org/o/svUSD/browse/96660>.

Any deviations from the Bid Documents must be listed on a separate sheet attached to the Bidder's detailed conditions and specifications and referred to separately in the Bids. In all cases not indicated by Bidders as a deviation, it is understood that the terms, conditions and specifications of the Slate Valley Unified School District shall apply. Bids will be received until 2:00 p.m. on February 25, 2020, at the Slate Valley Unified School District Business Office located at 33 Mechanic St., Fair Haven, Vermont, at which time all Bids will be publicly opened. Any bids which are submitted by mail should be sent to the Slate Valley Unified School District, 33 Mechanic St., Fair Haven, VT 05743. Bids will not be accepted that are sent by facsimile or by electronic mail.

A pre-Bid meeting will be held at the District Offices at the Slate Valley Unified School District, 33 Mechanic St., Fair Haven, VT 05743 on February 5, 2020, at 11:00 a.m. All prospective contractors are strongly encouraged to attend as the pre-bid conference will discuss significant information, and mandatory submission documents will be distributed to attendees.

Bids will remain firm for a period of 60 days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the Slate Valley Unified School District Business Office that the Bid has been withdrawn.

The Slate Valley Unified School District reserves the right to consider cost, experience, service, and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Bidder, in considering Bids and awarding the Contract(s). The Board reserves the right to reject any or all Bids, to discuss operating options with one or more Bidders, or to enter into such other discussions or negotiations as the District deems to be in their best interests.

The Contract period will be for five (5) years with renewal options available as solely determined by the District. The District is requesting bids for a contract to provide regular daily Home-to-School, including Special Education and Extra Curricular services. The Slate Valley Unified School District reserves the right to reject any or all Bids.

Bidders will be required to furnish, at their own expense, a bid bond or certified check in the amount of 10 percent (10%) of the annual amount of the Contract for the first operating year. A performance bond in a sum equal to 100% of the annual amount of the Operating Contract awarded is also required.

Slate Valley School Board  
Slate Valley Unified School District

## **INSTRUCTIONS TO BIDDERS**

1. Inspect carefully all general and special provisions of this Bid document.
2. Provide all information requested and complete the "Bid Certification" and the "Form of Bid". Be sure to sign in all required places and initial each page where indicated. The District reserves the right to reject any Bid which does not contain pricing on all elements of the requested program.
3. Submit an original and one copy of the Bid, including this complete document without removing any sheets. All materials submitted to the District pursuant to this Bid become the property of the District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. No other distribution of the Bid shall be made by the Bidder.

Each copy of the Bid is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-Bid meeting which contains the Excel file used for completion of the pricing pages.

Each Bid must adhere to the structure outline (tabs) as follows:

- 1) Completed, signed and initialed Bid specifications and addendums (if any).
  - 2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data (if requested).
  - 3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location.
  - 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
  - 5) Fleet – Fleet list (Appendix "B") and/or dealer certifications; Maintenance Program description and forms; GPS information; camera information; and vehicle feature(s).
  - 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
  - 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
  - 8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
  - 9) Cost – Form of Bid for the Contract; return flash drive with pricing information.
  - 10) Miscellaneous – Any descriptive information that describes capabilities or value-added services.
4. Bids must be presented in a sealed opaque envelope or box(es), delivered to:

**Board of Education  
Slate Valley Unified School District  
33 Mechanic Street  
Fair Haven, Vermont 05743**

**Transportation Bid – February 25, 2020 - 2:00 P.M.**

5. Bids will remain firm for a period of 60 days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the Slate Valley Unified School District Business Office that the Bid has been withdrawn.
6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Slate Valley Unified School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid

Bond must be rated as an “A” carrier (Excellent) in the current edition of A.M. Best’s *Insurance Guide*. Proof of the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s), if so, selected by the District, is also required and must be submitted with the Bid consistent with the requirements specified herein.

The Slate Valley Unified School District will not accept a cash deposit in lieu of a performance Bond.

7. Questions pertaining to these specifications may be addressed at the pre-bid meeting to be held on February 5, 2020 at 11:00 a.m. at the Slate Valley Unified School District, Central Office Conference Room, located at 33 Mechanic Street, Fair Haven, Vermont 05743. All interested Bidders are strongly encouraged to attend. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm. If a representative is unable to attend the pre-bid meeting on the specified date, a flash drive can be obtained by contacting Christopher Cole, Director of Operations, Slate Valley Unified School District, 33 Mechanic St., Fair Haven, VT 05743. Unless the roads are closed in the Slate Valley Unified School District due to an announced State of Emergency, the Prebid meeting will be held on the scheduled day at the scheduled time. A flash drive containing program information, and mandatory bid input forms, will be distributed to attendees.
8. Bids will be received until 2:00 p.m., February 25, 2020, at the Slate Valley Unified School District, Business Office, located at 33 Mechanic Street, Fair Haven, Vermont 05743, at which time all Bids will be publicly opened. Any bid submission that is mailed should be sent to: Christopher Cole, Director of Operations, Slate Valley Unified School District, 33 Mechanic St., Fair Haven, VT 05743.
9. Bidders are encouraged to thoroughly check all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder’s responsibility to ensure that all requested information is supplied with the initial Bid. The Slate Valley Unified School District will reject any late submissions, and the Slate Valley Unified School District is not responsible for notifying the Bidder of any missing elements of the Bid.
10. These specifications were designed for the sole use of the Slate Valley Unified School District pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Slate Valley Unified School District and Transportation Advisory Services is prohibited.
11. Time frame. The following timeline is subject to change by the District:

<b>Event</b>	<b>Date</b>	<b>Time</b>
Issue Request for Bid	January 17, 2020	
Pre-Bid Meeting	February 5, 2020	11:00 am
Deadline for final questions	February 11, 2020	3:00 pm
Bid Due and Opening	February 25, 2020	2:00 pm
Board of Education Approval	March 2020	(tentative)
Project Start	July 1, 2020	

## **BIDDER'S CHECK LIST**

The following check list is provided for the convenience of the Bidders and is not a part of the Contract documents. Each Bidder is encouraged to insure their complete compliance with all requirements of the Bid documents. Compliance with the Bid requirements is the sole responsibility of the Bidder.

<input type="checkbox"/>	Bid security of EITHER a certified check or bid bond in the amount of 10% of the bids
<input type="checkbox"/>	Proof of Bondability for Performance Bond alternate
<input type="checkbox"/>	Certificate of Insurance from a licensed Insurance Carrier Evidencing Required Coverage
<input type="checkbox"/>	Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a performance bond
<input type="checkbox"/>	Reference List or Evidence Demonstrating an Ability to Perform Required Services, including staffing information at each location pursuant to section 2.1.13
<input type="checkbox"/>	Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the highest quality service will be provided to the Slate Valley Unified School District
<input type="checkbox"/>	Vehicle List and documentation on ability to obtain fleet (Appendix B of Specifications)
<input type="checkbox"/>	Financial Information Compliance Form
<input type="checkbox"/>	Hold Harmless Agreement
<input type="checkbox"/>	Form of Bid Completed for the Contract
<input type="checkbox"/>	Non-Collusive Bidding Certification
<input type="checkbox"/>	Acknowledgement by Bidder / Information on Bidder
<input type="checkbox"/>	All Pages of Bid Documents Included and Initialed
<input type="checkbox"/>	All Bids Properly Signed, and notarized where required
<input type="checkbox"/>	One (1) original and one (1) copy of Bid and related materials
<input type="checkbox"/>	Flash drive with Excel pricing file completed

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- Appendix A - Program Descriptions
- Appendix B - Fleet List
- Appendix C – Monthly Activity Report
- Appendix D – District Transportation Policies
- Hold Harmless Agreement
- Financial Information Compliance
- Form of Bid – Home-to-School, including Special Education and Extra-Curricular services.
- Non-Collusive Bid Certification
- Acknowledgement by Bidder
- Sample Pricing Pages
- Non-Bidder's Response

# 1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Slate Valley Unified School District will bind Bidders and successful Bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the Contract(s) awarded by the Slate Valley Unified School District.

## DEFINITIONS

- "Addenda" - written instruments issued by the Slate Valley Unified School District, or its agent, prior to the Bid opening deadline which modify or interpret the Bid documents by additions, deletions, clarifications, or corrections.
- "Bid", "Bids", or "Proposal" - an offer to furnish materials, services, supplies, and/or equipment in accordance with this Request for Bid, the general conditions, specifications, and other Bid Documents. Throughout this document, "Bid", "Bids" or "Proposal" will be interchangeable.
- "Bidder" or "Contractor" - any individual, company, or corporation submitting its Bid, and qualified consistent with the "Bidder Qualifications" section of this document.
- "Bid Documents" - includes the Notice to Bidders, Instructions to Bidders, all terms, conditions, requirements, and specifications set forth in this Request for Bid, the Form of Bid forms, all appendices and forms attached hereto, and all Addenda issued prior to the Bid opening deadline.
- "Board" - the Board of Education of the Slate Valley Unified School District.
- "Contract" - an agreement duly executed by the Slate Valley Unified School District and the Bidder which calls for the transportation of pupils of the Slate Valley Unified School District by the Contractor in accordance with all terms, conditions, requirements and specifications in the Bid, for a price to be paid by the Slate Valley Unified School District.
- "Dead Head Mileage" - mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips.
- "Drop and Pick" - a process of having a bus take a trip or team to a destination site and then departing, with the same or another bus returning to the site to pick up the trip or team.



- "District" or "School District" - shall mean the legal designation of Slate Valley Unified School District.
- "Evaluation Criteria" - the means by which the Slate Valley Unified School District will evaluate the Bids submitted.
- "He/she, his/her" - when used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- "Home-to-School" - shall refer to AM and PM runs used to transport students from home-to-school and school-to-home.
- "Profile" - as used in these specifications, it is the summary of a school bus operator's Vermont State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
- "School Day" - definition of school day for purpose of transportation is from the time the buses leave to pick up children to bring them to school in the AM to the time the buses return to the terminal after bringing them to their designated stops/locations in the PM. Specific "live hours" for the purposes of this contract, and payment, are described herein.
- "School Year" - the number of days for which transportation will be required will be governed by the actual school calendars as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - description of services to be performed by Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder" - any Bidder to whom an award is made by the Slate Valley Unified School District.
- "Times" - all times referenced herein refer to the local prevailing time for the Slate Valley Unified School District.

## 2. BIDS

### 2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Bid opening will be given in the Notice to Bidders. *All bids must be submitted by this time and date, regardless of whether the Slate Valley Unified Schools are “open” due to weather conditions.*
- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board and included in this document. The Bid sheets are not to be removed from the document. All Bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder and must be clear and readable. *Although the Bidder is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Bidder shall be the official price submission.* The District reserves the right to interpret figures where clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates or options will have Bids submitted.
- 2.1.5 No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bid documents.
- 2.1.6 A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Bidder must be authorized to do business in the State of Vermont and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Slate Valley Unified School District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided.

The Acknowledgement by Bidder form included in this document must be completed and submitted with the Bid.

- 2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.

- 2.1.8 All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a Bid is submitted, must be provided, to constitute a regular Bid.
- 2.1.9 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Bid.
- 2.1.10 Prices and information required, except signature of Bidder, should be typed or printed for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.11 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Slate Valley Unified School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.
- 2.1.12 Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Slate Valley Unified School District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SLATE VALLEY UNIFIED SCHOOL DISTRICT EVEN IF SUCH BID IS NOT THE LOW COST BID.
- 2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of Vermont, and the Slate Valley Unified School District, and that the Bidder will fully comply with said rules, laws, regulations, policies, procedures, and requirements.
- 2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Slate Valley Unified School District. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, e-mail, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Slate Valley Unified School District and will not be returned.
- 2.1.15 Freedom of Information Law: The Vermont State Freedom of Information Law as set forth in Public Officers Law, Chapter 5, §316, mandates public access to government records. However, Bids submitted in response to this RFB may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a

trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the Vermont Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, “**THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW**”. The Slate Valley Unified School District assumes no liability for disclosure of information so identified, provided that the Slate Valley Unified School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. Should legal action result from the Contractor’s request for non-disclosure under the Freedom of Information Law, the Contractor shall either be responsible for the District’s legal fees in defending this action, or the Contractor shall defend the denial of the documents.

The information supplied by the Bidder will be utilized by the Bid review committee, its consultant(s) and advisors, and authorized Slate Valley Unified School District representatives in the review of Bids, consistent with applicable regulations and laws.

## 2.2 BIDDER’S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

2.2.1.1 The Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for Bids, and

2.2.1.2 The contents of the Bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid.

2.2.2 Qualifications of Bidders: The work and services described in these Bid documents include the performance of activities directly affecting the safety of the District and the public generally. The Slate Valley Unified School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the District with all such information for this purpose as the District may request. **If, in the sole and absolute discretion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract upon which the Bid is submitted, the District reserves the right to reject its Bid.**

The District will be the sole determinant of the acceptability of the information provided by the Bidder, and it will determine the capability of the Bidder to provide the requested services. In addition to information provided by the Bidder, the District reserves the right to investigate all references provided by the Bidder and to utilize other sources of information to establish the qualifications of the Bidder.

Upon investigation and evaluation, the District may choose to reject any Bid where the Bidder’s stated qualifications are such that the District feels, in its sole and absolute discretion, that the Bidder may not be able to perform the transportation service in a safe and efficient manner.

The Slate Valley Unified School District shall be the sole interpreter of all information.

2.2.2.1 Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all

Vermont Department of Transportation rules, regulations, inspection, and vehicle requirements. This includes sufficient facilities to effectively meet the growing transportation needs, consistent with the detailed requirements provided in these Bid documents. The District reserves the right not to award if they deem the contractor to have excessive inspection failures, as solely determined by the District.

- 2.2.2.2 Information identifying any pending lawsuits that would be material to these Contracts, as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be provided with the Bid.
- 2.2.2.3 A description must be provided of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The Slate Valley Unified School District reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the Bid.
- 2.2.2.4 A statement as to whether the Bidder, any related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.
- 2.2.2.5 Insurance Information: The Bidder must provide proof, along with the completed Bid package, that it can provide the expected insurance coverage as outlined in these Bid documents. This proof can be in the form of accord certificate of insurance naming the Slate Valley Unified School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide in the event the Bidder is awarded the Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Bid specifications.
- 2.2.2.6 References: At least three (3) references, other than the Slate Valley Unified School District, are to be provided on the Bid submission form(s). On the Form-of-Bid the references are to be from School Districts, agencies, and/or schools for whom student transportation services were provided within the last three years.

The School District reserves the right to request a copy of the Department of Motor Vehicles for (VA-004), "Accident Report for School Vehicles", for any accident(s) involving the Proposer's school buses during the present and last three calendar years.

The Proposer is to describe its accident review process as well as its driver retraining and/or corrective action procedures that are taken.

- 2.2.2.7 Any Other Information: The Bidder is invited to provide any other information or data that further shows its experience or qualifications and/or ensures that it is a responsible Bidder that can provide the highest quality service required through these specifications.
- 2.2.2.8 Bid Information: On the forms provided within this Bid Request the Bidder must list its base costs for the required services for the type of vehicle for the time period(s)/mileage interval(s) requested. The cost for required base services is to be separate and independent of the cost for

any enhancements or alternates to service that the Bidder is willing to make available.

2.2.2.9 Financial and Compliance Information: As part of its determination of a responsible Bidder, the District reserves the right to request the following:

2.2.2.9.1 The District may request from the Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this Contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

If requested, this financial information is to be provided within 48 hours and can be provided in a sealed envelope.

The purpose here is to determine whether the Bidder is clearly in a financial position to operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing this Contract. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the District. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the District has the right to reject the Bid.

2.2.2.9.2 All financial statements and qualifying documents must include the actual company/entity submitting the Bid as well as any related or affiliated companies that actively participate in providing any of the transportation services.

2.2.2.9.3 Oral Presentation Information: As part of the evaluation of the Bid the Slate Valley Unified School District reserves the right to require the Bidder to make an oral presentation relative to the details that comprise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Forms-of-Bid.

The District reserves the right to make a site visit and inspection of any facility(ies) that will be utilized by the Bidder in the performance of this Contract. Additionally, prior to any Contract award, the District has the right to review all driver and attendant/monitor records to ensure compliance with Federal and State laws and regulations. As a part of this review, the District can request a copy of the most recent,

and the previous two, reviews from the Department of Motor Vehicles (DMV) to verify that the Contractor's drivers are in conformance with Vermont State requirements.

The Slate Valley Unified School District is under no obligation to meet with any Bidder, and can, at the Slate Valley Unified School District's sole discretion, base any evaluation of the Bid solely on the information and materials as submitted pursuant to this Request for Bid.

### 2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Brooke Olsen-Farrell, Superintendent, Slate Valley Unified School District, 33 Mechanic Street, Fair Haven, Vermont 05743, or sent via email to: bfarrell@svuvt.org, and must be received no later than 3:00 P.M. on February 11, 2020. However, Bidders are strongly encouraged to submit questions in writing prior to the Pre-Bid meeting.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Slate Valley Unified School District in the form of Addenda to the specifications. All addenda so issued shall be posted on the District's website and will become a part of the Contract Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. Any and all addenda must be submitted with the Bid by the Bidder. It will be the Bidder's responsibility to ensure that they receive any such Addenda.

## 3. AWARD

### 3.1 AWARD PERIOD

The Slate Valley Unified School District will endeavor to make an award within sixty (60) days after the date of the Bid opening, and all Bids shall remain firm during that time period. The Slate Valley Unified School District further reserves the right to make awards following this initial sixty (60) day period to any Bidder who has not provided written notice to the Slate Valley Unified School District Business Office that its Bid has been withdrawn.

Prior to the award of the Contract and during the course of the Contract, the Slate Valley Unified School District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder.

The award of the Contract will be based upon an evaluation of the Bid as described herein. The right to make decisions, evaluations and judgments rests solely with the Slate Valley Unified School District whose judgments will be final.

*The Slate Valley Unified School District is requesting Bids for a five-year Contract period (July 1, 2020 through June 30, 2025). The Contract may be renewed for future years based upon the then applicable State regulations.*

Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the Slate Valley Unified School District for each of the five years under the Contract. Each price category, and each contract year, must be completed for the contract. The Slate Valley Unified School District reserves the right to reject any Bid that is not completed as to any year or category.

### 3.2 TRANSPORTATION PROGRAM

- 3.2.1 The Contract will be awarded for a period of five (5) years, 2020-2021 (7/1/20-6/30/21) school year through 2024-2025 (7/1/24-6/30/25) school year. The Contract will include home-to-school transportation, including special education, summer and extra-curricular services.

The program described herein covers various aspects of the transportation program operated by the District. A description of current contracted services is included in Appendix "A".

The Slate Valley Unified School District also operates a Summer Program which runs for a two (2) week period in July for 9<sup>th</sup> grade students, for which transportation is provided to-and-from the designated locations which runs for ten (10) days as well as certain extra-curricular trips during the days the program operates. A detailed description of the transportation services are also included in Appendix "A".

- 3.2.2 The Contract will be awarded based upon a review by the Slate Valley Unified School District of all elements of the bid submitted, including mandatory and voluntary categories of information, and requested alternates

At the present time (2019-2020), the District provides the following services:

#### **Home-to-School, including Special Education and Extra-Curricular Services**

The Slate Valley Unified School District is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District. The Contractor shall not modify or adjust the vehicle capacities serving the District without the prior approval of the District.

For home-to-school and special education services, vehicle prices will be based upon the time that the vehicle is serving the Slate Valley Unified School District, from terminal to terminal in both the AM and PM. Should the Contractor's terminal be located outside the District limits, the prices shall be based upon the time that the vehicle crosses into or out of the District limits in the AM and PM. All full day buses shall be based on a four (4) hour day. The length of day shall be determined solely by the District. For any run times that may *exceed* four hours in a day, the District is requesting prices for an Excess Hourly Rate which will be billed in 25-minute increments rounded to the near quarter hour. The District reserves the right to require documentation and verification on any run where the requested billing exceeds the route time as defined by the District. All routes must be operated in the most efficient manner possible. If the Contractor is utilizing multiple terminal locations within the District, the terminal closest to the beginning of the run must be used for billing purposes.

In the event that a bus is required to transport a District employee, such as a Monitor, and that employee requires a drop off location that adds additional time to the end of the run, that additional time will be



considered “live time” and will be added to the regular run time.

Should a bus only be required for either an AM or PM run, payment shall be made for 75% of the base daily rate for that sized vehicle.

For special runs defined as field trips, athletics and late buses, the Bidder shall submit a rate per hour, and mile for field trips and athletics with a guaranteed minimum of two (2) hours. In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the District that he/she incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of \$40.00.

The bidder shall also submit a daily bus rate for the Districts late bus route(s), including a rate for run time that exceeds the route(s) duration in increments of 15-minutes rounded to the near quarter hour. A description of current late bus services is included in Appendix “A”.

For trips outside of the District limits, the Bidder shall submit a rate per hour and all trips shall be guaranteed a minimum of two (2) hours. All times that exceed the two hours shall be billed at the same hourly rate with charges rounded to the nearest quarter hour. Additionally, the Bidder shall submit a rate per mile which will be charged for all miles that exceed 15 miles per trip. Therefore, there would be no mileage charge for the first 15 miles. The mileage rate shall be in addition to the hourly rate.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the District.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor.

These minimum guarantees may be modified for specialized routes, early dismissals, or exceptional circumstances as determined by the District. Prior to the initiation of any route, the District will notify the Contractor of the time allocation and approved payment basis for the route.

Support for any “excess billing” shall be supplied to the District as requested and included in the monthly invoice. Given the dynamic nature of transportation, as route changes occur, the payment basis for the route may increase or decrease. Contractor’s billing must reflect these changes, and all such changes must be approved in advance and in writing by the District.

**3.2.3 For the purposes of calculating the contract cost only**, the following program profiles will be utilized as the basis for calculating the annual cost for the five (5) contract years. The prices submitted on “Form of Bid” will be multiplied by the appropriate category on the following program profiles for each Contract year. The school year for bid calculation purposes will be based upon 181 days. The aggregate total cost of the five years will be considered the Bid cost. The following charts are not intended to represent accurately the current needs of the Slate Valley Unified School District but is intended for Bid calculation purposes only.

**Program Profile for Cost Calculation Purposes Only  
 “Home-to-School, including Special Education”**

VEHICLE TYPE	3 HRS	3.5 HRS	4 HRS	4.5 HRS	5 HRS	5.5 HRS	6 HRS	EXCESS HOURS
77 Pass	4	7	1	1	1	1	1	5
59 Pass + 2 W/C		1						5
16 Pass + W/C					1			5
<b>Special Runs – Field Trips and Athletics</b>								
VEHICLE TYPE	Rate per Hour	Rate per Mile	Cancellation Charge					
77 Pass								
59 Pass + 2 W/C								

<b>Special Runs – Late Bus Route(s)</b>			
VEHICLE TYPE	30 Minutes	1.5 HRS	
77 Pass	1	1	
<i>OTHER SERVICES</i>			
Summer Program	1	Hours per day (10 days)	

**4. CONTRACT**

- 4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Slate Valley Unified School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful Bidder and the District. The Contract shall bind the successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid.
- 4.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.
- 4.3 If the successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the term of the Contract or should the successful Bidder fail, or be delinquent (as determined by the District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Bidder will be notified in writing by the District. If within (10) days after written notification by the District, the Bidder has not taken such measures, as will, in the sole and reasonable opinion of the District, insure the satisfactory progress and performance of the service, then the District shall have the right to declare the successful Bidder in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Bidder in default may upon written notice to the successful Bidder, take the following action:
- 4.3.1 Withhold any funds due the successful Bidder under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which the District might have against the successful Bidder.

4.3.2 Commence providing the services contracted with the successful Bidder, either directly, or through another Contractor.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as Bid/RFP development fees, and attorney's fees incurred in Contracting with another party.

- 4.4 It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the District. It is understood that a stock ownership change in the successful Contractor's firm (if a corporation) that is considered a material change to the contract and the District has the right to terminate the contract at the end of the school year in which the stock ownership change occurs. The successful Contractor is required to inform the District in a timely manner, in writing, of any such ownership changes. Failure to comply with this provision may be considered a default of this contract by the Contractor and the District retains all rights to remedy this default as detailed in these specifications or as allowed under applicable laws and regulations.
- 4.5 The General Conditions, Specifications, Notice to Bidders, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contract in no way excludes the District from using its own vehicles, or services provided by/through other Districts, agencies, or in any way limits the District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval after review by the Vermont State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by the District if such affirmative conformance is available.
- 4.9 The Slate Valley Unified School District may terminate this Contract any time by a notice in writing from the District to the Contractor. If the Contract is terminated by the District as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made.
- 4.9 No action or failure to act on the part of the Slate Valley Unified School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the District is entitled, nor shall such action or failure to act on the part of the District waive any duty on the part of the Contractor

to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

- 4.10 In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or her designate before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Superintendent or his/her designate as submitted.

## **5. GUARANTEES BY THE SUCCESSFUL BIDDER**

- 5.1 The Slate Valley Unified School District may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. The Slate Valley Unified School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the Slate Valley Unified School District's written order.

The Bidders should note that information about the current routes is included in Appendix "A", or will be provided at the prebid meeting, and a good faith estimate of required services for the July 1, 2019-June 30, 2020 school year, and the summer of 2019, has been provided in Appendix "A" or will be provided at the prebid meeting. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Slate Valley Unified School District employee labor agreement changes, and traffic and construction demands. The successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.

- 5.2 All materials, supplies, services, and the quality of the materials, supplies, and services shall be subject to inspection, examination, and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the District.

The District reserves the right to reject all materials, supplies, and services, and the quality of materials, supplies, and services that do not meet its standards.

- 5.3 The successful Bidder warrants and guarantees:

- 5.3.1 That Bidder is financially solvent, and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 5.3.2 That Bidder shall procure and maintain solely at its own expense Worker's Compensation and Vermont State Disability Insurance for all its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Slate Valley Unified School District Business Office no later than 30 days before the commencement of each year's service.
- 5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA), or any successor health care law, as to all of its employees while they are engaged in work under any Contract between the Contractor and the District.

- 5.3.4 That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on Slate Valley Unified School District premises, and all other Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, age, disability, sexual orientation, military status, veteran status, domestic violence victim status, marital status, or other status protected by law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.3.6 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination based on race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, military status, veteran status, disability or domestic violence victim status or other status protected by law.
- 5.3.7 The Contractor will cause the foregoing provisions to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.
- 5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the District. In particular, the District requires that bus drivers be required to submit to a drug/alcohol test if an accident occurs that results in any person being transported to a hospital, or if a vehicle is required to be towed, or if there is \$1,000 or more in estimated damages. This requirement is for the protection of the District, the Contractor, and the Driver.
- 5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the District.
- 5.3.10 All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
- 5.3.11 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Slate Valley Unified School District, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

## 6. PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall release the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work.
- 6.2 Payments of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.
- 6.3 The District may withhold from the Contractor so much of the payment due it as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the Slate Valley Unified School District's operating costs, as budgeted by the Board for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon thirty (30) calendar days written notice without further liability to the Contractor(s).
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed, and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the District has approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, weather conditions, or similar operating issues that are deemed by the District to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of the end of the month in which services were provided. Delayed billing is not acceptable and will not be honored by the District.

Fuel reconciliation and/or billing shall be submitted to the District on a monthly basis, or as required by the District.

The Contractor shall maintain records during the term of the Contract of the daily services provided to the Slate Valley Unified School District on a route by route basis and shall submit such records upon request by the District for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the District consistent with the route schedules and detail contained in these specifications.

## 7. SAVINGS CLAUSE

The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful Bidder and which by exercise of reasonable diligence it is unable to prevent.

## 8. SPECIFICATIONS

### 8.1 SCOPE

These specifications are intended to provide for school bus services for the safe transportation of students for the Slate Valley Unified School District. The July 1, 2019-June 30, 2020 transportation program of the District is defined and described at Appendix "A" annexed to these specifications, and/or will be provided at the Prebid meeting. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the July 1, 2019-June 30, 2020 school year, which are on file with the Slate Valley Unified School District and summarized in Appendix "A" and/or will be provided at the Prebid meeting. Additional information can be ascertained at the pre-Bid meeting.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the District envisions a Bid based upon a price per vehicle for those vehicles necessary to meet the needs of the program described herein.

### 8.2 SLATE VALLEY UNIFIED SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his/her designee will represent the Board of Education in all matters pertaining to the performance of this Contract.

### 8.3 BID BOND

Bidder will be required to furnish, at its expense, a Bid Bond or certified check payable to the Slate Valley Unified School District in the amount of ten percent (10%) of the calculated bid amount.

The Bid Bond or certified check will be deposited with the District as a guarantee that the Contract will be signed and delivered by the Bidder, and in default thereof, the amount of such check or Bid Bond shall be retained for use of the District as liquidated damages on account of such default.

### 8.4 PERFORMANCE BOND

The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract to guarantee the faithful performance of the Contract. A single bond covering the total of all contracts is permissible. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of Vermont, must be satisfactory to the Board. The performance bond shall be furnished to the District at least 30 days before the initiation of

contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. **Proof of bondability must be submitted with the Bid.**

A determination on the acceptance of the Performance Bond ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

The Slate Valley Unified School District will not accept a cash deposit in lieu of a Performance Bond.

## 8.5 INSURANCE

The Contractor shall provide the following insurance:

- 8.5.1 The insurance carrier must be licensed to conduct business in Vermont and must have obtained a Financial Strength Rating of B+ or higher by A.M. Best's *Insurance Guide*. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

All insurance and bonds are to be issued not only upon the ratings requested herein but also only from companies licensed to do business in the State of Vermont.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and Vermont State disability.

- 8.5.2 The following minimum insurance must be maintained in full force during the term of the Contract by the Contractor at its own expense:

a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$5,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles.

An additional insured endorsement is required and must be provided with certificate of insurance. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Slate Valley Unified Board of Education, and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.



b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement using CG 2026 or equivalent naming the Slate Valley Unified Board of Education, and any of its respective public officials, agents and employees must be included. The decision to accept an alternative endorsement rests solely with the District. A Waiver of subrogation in favor of the additional insured must apply. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

c) \$9,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, and Employers Liability.

d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of Vermont State law. A waiver of subrogation in favor of the Slate Valley Unified Board of Education, and any of its respective public officials, agents and employees must be included.

f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Slate Valley Unified Board of Education, and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

8.5.3 The automobile liability insurance shall also cover any liability arising out of the use by the Bidder of hired or non-owned vehicles as might be used incident to the completion of the Contract.

8.5.4 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Slate Valley Unified School District. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the District for any applicable deductibles and self-insured retentions. The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.5.5 The limits outlined above are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Bidder for amounts in excess of these minimum limits.

8.5.6 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverage shall be provided to the District no later than August 1<sup>st</sup> of each contract year, or June 15<sup>th</sup> of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any

specific request from the District does not eliminate the mandate. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

- 8.5.7 The Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract, including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.
- 8.5.8 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.
- 8.5.9 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.
- 8.5.10 The Contractor acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the District's insurer.

## 8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Slate Valley Unified School District. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records shall be kept for a minimum of three (3) years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

## 8.7 TERM

The term of the Contract shall be for a five (5) year period, beginning 7/1/2020, and ending with the 2024-2025 school year (June 30, 2025). A renewal contract may be available at the sole discretion of the Slate Valley Unified School District.

## 8.8 CONTRACTOR'S RESPONSIBILITIES

### 8.8.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be Contractor's employees. All drivers, mechanics, and attendants/monitors must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance or Commissioner of Education regulations, including all required driving, licensing, training, and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal and State Department of Transportation, State Education Department, and State Department of Motor Vehicles regulations, and Board of Education policy.

8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract. All drivers and attendants/monitors must understand and speak English with proficiency.

8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, its Superintendent of Schools, or designee shall have the right to direct the removal of any person (driver, attendant/monitor, or office personnel) servicing this Contract for any reason. Said District requirement to remove a person shall be provided in writing to the Contractor, stating the reason(s), and will not be in conflict with any law or regulation. The District has the right to require immediate removal of any person should conditions warrant as solely determined by the District.

Should drivers be utilized who are not assigned to the Slate Valley Unified School District program on a regular basis, said driver(s) must be reported to the District prior to their providing services in the District. All drivers providing services to the District must be approved for service by the Superintendent of Schools pursuant to State regulations. No drivers may be utilized "from another terminal" without the District's approval.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers or attendants/monitors, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or attendants/monitors shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain

attendants/monitors, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

- 8.8.1.3 A "Contract Manager (or similar function/title)" will be provided by the Contractor hereunder. Said supervisor must have complete authority over the operation of the Contractor's buses and must be dedicated to the Slate Valley Unified School District. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools, or designee. Said supervisor also shall be responsible for compliance by drivers with all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

The Contract Manager shall meet with the District upon request but no less than once per month during the school year to review operations and to discuss service options or issues.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Contract Manager position. Should a change in employment occur during the term of the contract, the District shall be notified, and the District reserves the right to interview and approve/disapprove of any candidate.

- 8.8.1.3.1 Said Contract Manager or his/her Slate Valley Unified School District approved designee(s), shall be available at the dispatching station during all hours that regularly schedule morning, mid-day, and afternoon services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District.

- 8.8.1.3.2 The Contract Manager must be located at the transportation facility servicing the District, is not required to be a full-time position, but must be readily available to meet the District's needs. This position is assumed to be administrative with responsibility to oversee this contract.

- 8.8.1.4 Dispatcher(s): A "Dispatcher" function shall exist within the terminal with said position staffed from one hour before to one-half hour after the AM and PM route operating times. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered

to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified.

The Contractor shall provide the District with emergency contact information for issues arising from after-hour runs, and on weekends. A Contractor representative must be accessible when District runs are scheduled to operate.

The Contractor must provide a cell phone for the terminal for use during any power outages. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District, and qualified and trained substitute staffing must be provided.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Dispatcher position. Should a change in employment occur during the term of the contract, the District shall be notified, and the District reserves the right to interview and approve/disapprove of any candidate.

8.8.1.5 Operations/Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position does not need to be full-time dedicated to the Slate Valley Unified School District but must be allocated sufficient time to reasonably perform training, road checks, and training of the staff members serving the District. It is expected and required that the Safety Supervisor allocate more time to the Slate Valley Unified School District operations when new and inexperienced drivers are being utilized, including supplemental training and road observations. The Operation/Safety Supervisor must submit written reports to the District, at least quarterly, on all driver training programs, including new hires and existing drivers.

8.8.1.6 Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

*Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Bidder is requested to provide a detailed explanation of their proposed terminal staffing with their Bid. The District will utilize this information as a part of the Bid evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.*

*As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to*

*provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.*

- 8.8.1.7 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to the District for the District's review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Slate Valley Unified School District in a positive way.
- 8.8.1.8 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors.
- 8.8.1.9 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of Vermont as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors. A District Administrator or representative reserves the right to attend any of these training meetings.

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. In particular, all drivers and monitors must attend and participate in Epi-Pen training which will be provided by the District's nurse. In some instances, student needs may mandate more focused training of a driver or aide assigned to a student's bus. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

During the term of the contract, the District may have students who require access to Epi-pen autoinjectors for emergency situations. The District will provide detailed training to the Contractor's drivers and attendants on the administration of the vital service, and the District strongly encourages the Contractor to facilitate this potentially life-saving effort. Pursuant to State regulations, the Contractor will be required to provide these services consistent with said regulations and related procedures.

The Contractor shall follow District policies and procedures relative to safety training as defined in this section.

- 8.8.1.10 The physical examinations of drivers and attendants/monitors shall be at the driver's and the attendant's/monitor's expense or the Contractor's expense. All examinations are to be completed as required by regulations of the Commissioner of Education and the Commissioner of Motor Vehicles. All drivers and attendants/monitors must also

comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver or aide performing services pursuant to the Contract must undergo the physical examinations and the reports thereof shall be transmitted to the District's Superintendent of Schools, or designee, in writing on the forms prescribed by the District. The District reserves the right to have its doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

- 8.8.1.11 The Contractor shall submit to the School District no later than one week prior to the first week of school for the Contracts, a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Contract/Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute attendants/monitors employed to provide the services required hereunder. Said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date and at the time such hiring, or termination takes place. Information on temporary drivers from other Contractor locations must be provided to the District prior to providing services to the District.

Completed driver and attendant/monitor application forms are to be submitted to the District, in a file, along with a certification that the Contractor's Terminal Manager has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction including one (1) hour of actual bus driving, and conducted a personal interview.

- 8.8.1.12 The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than two (2). These drivers cannot be used for any other purpose without the prior express permission of the School District.

- 8.8.1.13 The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, and windows as well as roof hatches as means of escape in case of accident.

Upon request, the Contractor will provide the School District with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

- 8.8.1.14 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior written approval of the School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse (“dry route”) their assigned routes until they become familiar with all stops and roads. The Contractor shall provide the District with a written certification of the date that each driver completed their dry runs.

Drivers are to pick-up/drop-off students only at Slate Valley Unified School District designated bus stops. Courtesy bus stops are specifically forbidden without the prior approval of the District.

The Contractor, along with the respective driver and attendant/monitor will be responsible for the safety and supervision of the children transported under the Contract. To the extent that the District designates that a car seat must be utilized, an individual with the appropriate level of training and qualifications will be assigned to assist the child by placing the child in the seat and properly securing them consistent with the car seat design recommendations.

If requested by the District, the driver will enforce the District’s request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

- 8.8.1.15 Students shall be discharged pursuant to District policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle. No students who are younger than the second grade will be dropped off if no adult can be seen waiting to receive the student, and the child will be returned to school to wait for their parents in the respective office. During the course of the contract the District reserves the right to determine other age groups that require supervision when released. Should the age group change, the District will provide this notice to the Contractor in writing. If there is no one to meet the student at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

- 8.8.1.16 No alcoholic beverages or intoxicants may be brought to or consumed upon the School District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking/vaping are allowed on the buses or on school property. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Slate Valley Unified School District has a “drug free zone” policy on school property.

- 8.8.1.17 Each driver and attendant/monitor will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated area(s) to disembark/embark pupils.

- 8.8.1.18 Under no circumstances, shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by the School District, nor



shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

Under no circumstances shall a driver allow an unauthorized person to enter or ride the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. The District is the sole authority to approve additional personnel to ride the bus.

Monitors assigned to buses for discipline purposes (non IEP) shall be required to safely move throughout the bus during the run, and not simply be located in one seat for the entire route. The intent of this mandate is to enhance the supervision of students. The District reserves the right to observe this relocation of the monitor using the video cameras, especially should student discipline or student observation issues arise on a bus. Failure of the monitor to follow this mandate could result in the District's request for the replacement of the monitor, and/or such other damages as defined herein.

- 8.8.1.19 The Contractor must provide a private telephone number, or cell phone number, to allow the District immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the bus terminal and provide said number to the School District. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to the School District.
- 8.8.1.20 The Slate Valley Unified School District reserves the right to require a change in the route assignment of a driver and an attendant/monitor should circumstances warrant due to the fact that the actions and conduct of bus drivers and attendants/monitors reflect upon the District as a whole. The Superintendent of Schools or his/her designee shall have the final authority in these matters.
- 8.8.1.21 The Contractor must supply a sufficient number of trained mechanics to meet the DOT inspection goals as detailed in these specifications. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of this Contract.
- 8.8.1.22 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.8.2, the terminal is required to have access to the GPS software. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.8.2 Vehicles

8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of the Slate Valley Unified School District as solely determined by the District. All vehicles will have valid Vermont Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to an in-District vehicle need within 30 minutes. The spare vehicles must be operational and must be capable of performing services as detailed herein. Vehicles that are “out-of-operation” or are receiving maintenance services that make them unavailable for service, do not qualify as operating spare vehicles. The District reserves the right to establish a vehicle review system which will mandate that the Contractor provide specific information on the spare vehicles, including capacity, bus number, and vehicle identification number. Stand-by drivers must be available to operate these vehicles.

Based on current vehicle usage and program requirements, the District is operating with the following buses:

**Home-to-School, including Special Education and Extra-Curricular Services:**

Amount	Type of Vehicle
16	77 passenger buses
1	59 passenger + 2 W/C
1	16 passenger van + 1 W/C (District Owned)

**Summer Program for 2019:**

Amount	Type of Vehicle
1	77 passenger buses
1	66 passenger + 2 W/C

There shall be no buses used in the performance of this contract over ten (10) years old, and the average age of the buses in use must not exceed 5.5 years (including route and spare buses). Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the chassis year. For example, a 2015 model year bus would be considered four years old for the 2019-2020 school year. All buses added by the Contractor once the contract is started must be “new” at the time of addition to the fleet, with the exception of any buses designated as a spare vehicle only. Spare vehicles added to the fleet shall be no

older than six (6) years and shall have less than 80,000 miles at the time of addition. The spare vehicles must be operational and must be capable of performing services as detailed herein. Vehicles that are “out-of-operation” or are receiving maintenance services that make them unavailable for service, do not qualify as operating spare vehicles. The average fleet age calculation would be performed at the beginning of each school year unless the School District determined that the Contractor removed “newer” vehicles during the school year once the average age calculation was performed. Should this blatant violation of the contract occur, the District reserves the right to terminate the contract pursuant to the termination procedures as detailed herein.

The Superintendent reserves the right to reject buses to be used under this contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

Buses shall include the following features as a minimum:

- 8.8.8.2.1 All vehicles are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

The use of this equipment shall be in conformance with Slate Valley Unified School District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the end of the scheduled AM or PM run at the District’s request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the District, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in Section 8.16.11 of these specifications, the District reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor’s camera equipment.

Four video cameras and sound recording equipment are required in each full-sized passenger bus (4 for 77 passenger AND 59 +2 Pos. W/C) and must be placed in consultation with the District with camera coverage shown to cover entryway, driver, middle and rear seats. The Contractor shall include in their bid package, in Section #5 (Fleet), specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TH4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District.

The Contractor shall have in place a camera maintenance program to ensure that cameras are operational in all active buses, including both video and audio

recording. The maintenance program shall include a procedure for the testing of cameras and said procedure description shall be provided to the District. Upon request from the District, the Contractor shall immediately provide the District a copy of the camera maintenance log including details on camera tests. The District will strictly enforce the mandate to have operational cameras in all buses providing services pursuant to this contract.

No cameras systems may exceed seven (7) years of age in order to ensure consistent and reliable operations.

8.8.2.1.2 “Child Check Mate” (or equivalent) child check system is to be installed on all vehicles dedicated to the Slate Valley Unified School District.

8.8.2.1.3 Two-way radios of at least 50-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Slate Valley Unified School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the District boundaries without an operating two-way means of communication. Certain areas of the District have historically experienced poor radio coverage. In areas with poor coverage, alternative emergency communications procedures or equipment (i.e. cell phone) must be provided by the Contractor. All radios or cell phones must be utilized consistent with Federal and State usage regulations.

All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the District. These cellular or digital telephones shall be operated consistent with State laws.

8.8.2.1.4 When approved car seats and child safety/child restraint securements are needed for specific students, they shall be provided by the Contractor at its expense. Any seats for special education and pre-kindergarten and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the District.

8.8.2.1.5 Buses transporting students must be restricted to the transportation of student’s grades K-12, and/or authorized personnel only. The District specifically prohibits the transport of any children (i.e. drivers pre-school children), other than those attending the Slate Valley Unified School District. All such transportation must be consistent with State regulations. The cost of any equipment (seat belts; car seats) required shall be the responsibility of the Contractor.

8.8.2.1.6 All 65+ passenger vehicles are to be diesel fueled unless an exception is specifically approved in advance by the Slate Valley Unified School District.

8.8.2.1.7 All buses must meet industry standard drawstring tests.

8.8.2.1.8 The District requires operating GPS services on all vehicles. All vehicles must be equipped with a Global Positioning System (GPS) system that will provide the District with access to the GPS data at the District’s offices. The Bidder will

provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. The GPS system must be able to provide the District with specific times for house or school pick-up or drop off occurrences.

Included in the GPS system would be the necessary software module(s). The Contractor would be responsible for providing this software to the District.

- 8.8.2.2 Full sized buses shall be a minimum of 65/66-student passenger capacity.
- 8.8.2.3 Special education vehicles must accommodate any “special” needs of students at the expense of the Bidder. This includes air conditioning if required by the student’s Individual Educational Plan (IEP).
- 8.8.2.4 The Director of Operations or his/her designee reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- 8.8.2.5 Contractors are required to provide with their Bid, on Appendix “B”, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Slate Valley Unified School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.
- 8.8.2.6 No later than 30 days from receipt but not later than August 15<sup>th</sup>, of each year of the Contract, the Contractor shall submit to the District the then current copy of its Vermont State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State’s reporting period, April 1<sup>st</sup> to March 31<sup>st</sup>, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.
  - 8.8.2.6.1 The District reserves the right to request periodically that the Contractor provide more current **Profiles** if the current **Profile** is not satisfactory to the District. It also reserves the right to request current and past Department of Transportation VN-029-OOS inspection report forms for vehicles in service to the District.
  - 8.8.2.6.2 **Profiles** that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non-performance damages, or cancellation of this Contract are those that are not in compliance with the Vermont Agency of Transportation of Motor Vehicles School Bus Inspection Program.
- 8.8.2.7 In order to assist in student and parent identification of vehicles, the District requires that buses assigned to routes be maintained on those routes as much as possible. The

buses must be equipped with visible signs designating either bus numbers or route numbers. In the event that a spare bus is utilized on a route, the signage on the spare bus must replicate the information for the regularly scheduled bus. The District or the school buildings must be notified when a spare bus is assigned to a route.

- 8.8.2.8 All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits. Each bus must have an exterior bus washing at a minimum of once per month during the school year. Should the Contractor fail to meet the monthly washing mandate, the District reserves the right to contract with an outside service and charge the cost to the account of the Contractor with the right of offset to any outstanding invoices. The Contractor shall be responsible for cleaning or eradication of any infestations or contaminations as required by the District or such other regulatory authority.

### 8.8.3 Facilities

- 8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance and parking for vehicles in the operation of the Contract. The “Park Out” of buses overnight is acceptable given the prior authorization and approval from the District. Consideration will also be given to park-outs during the day; however, the Contractor must submit to the District a detailed program for driver observation and vehicle security that meets the approval of the District. The approval of said detailed program shall be the sole responsibility of the District.

- 8.8.3.2 On each Form-of-Bid the Bidder shall provide the exact location of the maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the Slate Valley Unified School District. The District reserves the right to inspect the facilities to determine its adequacy.

- 8.8.3.3 If the Bidder does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or lessor shall be provided, and the District reserves the right to verify the facility representations made by the Bidder. Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the District. Failure to provide information on a facility is grounds for not awarding the Contract.

### 8.8.4 Fuel

The Contractor shall provide at their own expense all vehicle fuels (diesel and regular grade gasoline) used to fulfill requirements detailed in the Bid. The District shall not provide fuel of any type or fuel storage in any amount to support this contract. Additionally, the Contractor is responsible for paying all local, state and federal taxes on fuels used in connection with this contract.

The Contractor shall plan on a fuel (diesel and regular gasoline) price of \$3.50 per US Gallon (inclusive of all taxes) and a fleet average of five (5) miles per gallon (MPG). These values shall be used to calculate monthly fuel surcharges due the Contractor and fuel credits due the District. The Contractor

shall calculate monthly fuel use and submit a separate surcharge or credit invoice with monthly transportation invoices. Surcharge and credit calculation shall equal the product of total fleet miles divided by five (5) MPG times the difference between \$3.50 per US Gallon and monthly average fuel price for New England found on the US Energy Administration website: [https://www.eia.gov/dnav/pet/pet\\_pri\\_gnd\\_dcus\\_nus\\_w.htm](https://www.eia.gov/dnav/pet/pet_pri_gnd_dcus_nus_w.htm) listing monthly retail diesel and regular grade gasoline fuel prices.

Fuel surcharge payments due to the Contractor shall be invoiced monthly with transportation invoices and paid according to the contract terms. Fuel credits due Slate Valley Unified School District shall be invoiced by the Contractor with monthly transportation invoices. Credits shall be subtracted from the monthly invoice amount.

- Miles traveled will be calculated using computerized routing software to generate a report of the total daily garage-to-garage mileage for each route, if the contractor's facility is located within the Slate Valley Unified School District limits. Should the contractor's facility be located outside of these limits, the miles traveled will be calculated from vehicle's entry point into the District limits, and exit point out of the District limits.

The routes will be revised only in the case of a significant change in the route, but not for minor changes, (e.g. a route which usually has three schools on it will not be redone on a day when one of the schools is not in session).

#### 8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will be reimbursed by the School District upon presentation of approved receipts. Tolls for any "deadhead" miles will not be reimbursed unless the cost of tolls is incurred through a "drop and pick" structure of a Field or Sports Trip.

#### 8.8.6 Transition Plan

In the event the incumbent Contractor is not the successful Bidder, the Slate Valley Unified School District will require the successful Bidder to submit a Transition Plan to the District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the District and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Bidder does not have one within 30 minutes traveling time of the Slate Valley Unified School District; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the District's approval of the Transition Plan.

Should the incumbent contractor be the successful Bidder, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including any District-selected alternate(s). Failure to provide a satisfactory

Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Bidder.

#### 8.8.7 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the School District. Should the District approve advertising on or in the vehicles providing services pursuant to this contract, the District shall receive 60% of the net profits from the advertising as verified by an independent accounting firm.

#### 8.8.8 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public.

### 8.9 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Slate Valley Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside (except special education students who may have specialized loading requirements), or at designated locations identified by the District. At no time are pupils to be transported off the public highways, except in compliance with the specific direction of the District.

### 8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Contractor with the help and cooperation of the District when needed. The District reserves the right to change any and all routes, times routes are to be operated, bus stops and any other such adjustments that conditions may necessitate. No route changes are to be made by the Contractor, or any driver, without permission of the District. Periodically, the District may request the assistance of the Contractor to evaluate or revise certain routes.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the District. The routing information provided to the District by the Contractor shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion. The Contractor shall be responsible for notifying parents/families during the summer of any new or changed services. As a part of the Contractor's responsibility for routing, parent inquiries are to be directed to the Contractor, and the Contractor shall be responsible for efficiently handling all parent inquiries consistent with the requirements and policies of the



District.

In order to evaluate the effectiveness of the routes, the District requires that the Contractor perform a ridership audit (count) every day for the first week of the school year, and three additional weeks during the school year on a schedule determined by the District (fall, winter, spring). The forms for the count, and the reporting of the data, shall be suggested by the Contractor and must be approved by the District.

The Contractor is required to provide an industry accepted routing software program such as Versatrans. The Versatrans software is preferred, however, an alternative system which is equal to or better in the sole judgment of the District, will be considered. The District will be provided a full license, including full/unlimited access as opposed to "read only" access. Additionally, the District shall be provided the option of having remote access to the program. All student data is the property of the District, and any information contained in the software relative to confidential student information, including but not limited to special needs students, must be held in the strictest confidence consistent with District policies, State and Federal laws and regulations, and industry best practices.

8.10.2 The Slate Valley Unified School District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without incremental charges except those consistent with the pricing schedule detailed herein.

8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the District.

No routes are to be doubled by the Contractor without the prior approval of the District. All routes shall schedule the same driver in the morning and in the afternoon unless the Slate Valley Unified School District approves a change. Drivers may not leave their designated daily routes to perform field or sports trips. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

8.10.4 Students shall be delivered to their respective schools before the start of school, and vehicles must be at their designated parking areas before the end of school. Arrival and departure times may be modified by the District.

To determine the beginning of the length of the afternoon route, the schedule shall begin at the time the bus is scheduled to be at the first school building to pick-up students.

8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the Slate Valley Unified School District's Board of Education including the calendars of all other schools for which the Slate Valley Unified School District is responsible for furnishing transportation.

When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days. The

Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools, including the non-public schools, unless the student's attendance at the non-public school, and such transportation, is required under the student's IEP. The list of mandated legal holidays is contained in Chapter 7 of the Vermont Legislature General Provision and is reflected in the Slate Valley Unified School District's calendar. However, if school is in session, transportation must be provided on Election Day and President's Day (Washington's and Lincoln's Birthday celebration).

- 8.10.6 It is understood that on those days that Slate Valley Unified School District schools are closed and other locations to which District are transported are open, the Contractor may be required to furnish any required transportation to those locations.

Transportation to special education locations will follow the official calendar of these locations.

It is the responsibility of the Contractor to secure the calendars, to be knowledgeable of the start/end school day times, and the drop-off/pick-up locations of the public schools as well as the special education and homeless student instructional locations.

- 8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Transportation Supervisor or his/her designee.

- 8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Slate Valley Unified School District.

8.10.9 SCHEDULE VARIATIONS

Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor shall also provide:

- 8.10.9.1 Slate Valley Unified School District-wide early dismissals when required.
- 8.10.9.2 Early dismissals as per calendars provided by the District, including during the month of September and late activity schedules as per published schedule
- 8.10.9.3 Comparable transportation from all non-public schools covered by this Contract on days when the District has other than regular dismissals
- 8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- 8.10.9.5 Comparable transportation for special education locations on days when the District Schools are closed for any reason and the special education locations are open.
- 8.10.9.6 Dismissal as required during January and June examination weeks in the high school

- 8.10.9.7 Dismissal as required during June examination week at the middle and the elementary schools of the Slate Valley Unified School District as well as any and all non-public schools to which transportation is provided under the Contract
- 8.10.9.8 Summer transportation as required by the individual student programs
- 8.10.9.9 The Contractor will provide updated route data, mileage and other additional information deemed necessary by the district.
- 8.10.11 TRIAL RUNS

At a time established by the Slate Valley Unified School District within two (2) weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. route to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the District of the same. Contractor must provide written verification of this trial route process to the District no later than September 1st of each Contract year. Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges. Trial runs must be operated by the driver using their actual assigned vehicle, or a vehicle with similar capacity and features. Operating trial runs using a personal auto is not acceptable. The cost of providing these mandated trial routes shall be at no additional charge to the Slate Valley Unified School District and no billing for these routes shall occur.

## 8.11 OPERATING MATTERS

- 8.11.1 Slate Valley Unified School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District. The District policies are available on the website at: <http://slatevalleyunified.org/o/svusd/documents>.
- 8.11.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the State of Vermont laws and regulations. The cost of such instruction shall be paid by the Contractor. Additionally, drivers assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.  
  
Upon request from the District, the Contractor will provide the District with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.
- 8.11.3 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move

away from the bus after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather including, but not limited to, poor driver visibility, reduced vehicular control, and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the District.

Such drills shall be held at such times and in such fashion as may be required by law or regulation. The Contractor shall, when requested, provide buses and drivers for student emergency bus safety drill instruction, according to State Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the District.

- 8.11.4 Emergency Closings: The Contractor will be required to consult with the Superintendent or his/her designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools or his/her designee. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.

Should the District experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. A rate for reimbursement of costs incurred by the Contractor shall be mutually agreed to with the Slate Valley Unified School District.

- 8.11.5 Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters and accidents, specific driver and bus aide training programs, driver and bus aide discipline matters and related documentation, and other items related to the performance of the Contract. A *sample* format is included as Appendix "C". The Contractor and the District shall meet prior to the beginning of school to finalize the information to be contained on this report.

- 8.11.6 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. Any written reports which may be necessary will be completed by Contractor within twenty-four (24) hours and police reports within 5 days. Contractor must also comply with all Federal, State, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

The Slate Valley Unified School District reserves the right to have a driver involved in what it deems a preventable accident removed from service to the District and complete an approved retraining program prior to returning to service. The cost of the retaining, including any cost for the continuation of the driver on the Contractor's payroll during this non-driving time, shall be borne by the Contractor.

- 8.11.7 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor shall immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and bus aides maintain good order on the school buses. Drivers and/or bus aides may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or aide who fails to do so. Any cost or salary reimbursement for attendance by drivers or aides shall be borne by the Contractor.

- 8.11.8 Student Counts: A student count is required at least two times per school year. The District will provide the Contractor with the schedule for these student counts. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

- 8.11.9 Non-Slate Valley Unified School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Slate Valley Unified School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district, or individual for such transportation. The District reserves the right to assign students from other districts to buses/routes. Should such assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the District, according to the prices submitted in this Bid.

**The Contractor agrees to cooperate fully with the Slate Valley Unified School District's policy of cooperative transportation with other districts, schools and agencies.**

- 8.11.10 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Slate Valley Unified School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the District for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to

inadequate service or poor performance, dispatch or management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by District personnel.

- 8.11.11 Slate Valley Unified School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

## 8.12 BASE PROGRAM BID

The Base Program Bid for the Transportation Contracts shall be for a Transportation Program for the July 1, 2020-June 30, 2021 school year consisting of regularly scheduled services similar to those as described in Appendix "A".

## 8.13 CHANGES IN BASE PROGRAM

Should changes in the Slate Valley Unified School District operation require an increase or decrease in the number of vehicles needed to operate the program, the Contract shall be amended to reflect the change by using the Bid amount quoted on the "Form of Bid". Such modifications shall reflect any appropriate renewal increases.

The District must be notified within 10 days of any changes in operating requirements or vehicle usage that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

## 8.14 COMPLIANCE REQUIREMENTS

### 8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Slate Valley Unified School District requires any person, organization, group or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

### 8.14.2 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND

### SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the Slate Valley Unified School District requires that any person, organization, group, or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

#### 8.15 TERMINATION OF CONTRACT BY BOARD

The Slate Valley Unified School District may terminate the Contract any time by notice in writing from the Board to the Contractor, because of the lack of appropriate funding to operate the transportation program.

If the Contract is terminated by the District as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination. Any pre-payments made to the Contractor by the District pursuant to the terms of the Contract will be adjusted and any monies that should be refunded to the District will be remitted within 15 days.

#### 8.16 CONTRACTOR'S DEFAULT

If, at any time during the term of the Contract, the Contractor, in the sole discretion of the Board; (a) has failed to provide the level of services required under the Contract; (b) has failed to fulfill services required in accordance with agreed schedules; (c) has become insolvent; (d) makes an assignment for the benefit of creditors; (e) files a voluntary petition in bankruptcy; (f) is subject to an involuntary petition in bankruptcy not discharged within thirty (30) days; (g) abandons the work; (h) subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under the Contract other than as provided herein; (i) fails to provide the insurance required in the Contract; (j) fails to provide the Performance Bond required by the Contract; or (k) fails to comply with any other term or condition contained in the Contract, the Board shall have the right to terminate the Contract upon written notice to the Contractor.

The above remedies are in addition to any other remedies the Board may have.

In the event of cancellation of the Contract and the necessity to proposal or otherwise negotiate a new contract for transportation service with another contractor, the Contractor will be responsible for indemnifying the Board of Education and the District for costs incurred in obtaining a new contract including any and all increase in costs for transportation service for the duration of the term of the original Contract, irrespective of the Performance Bond.

In addition, in the event that the buses contracted for herein are unavailable for service, the Contractor shall be considered in default and the School District shall be free to contract with any other person or company for bus service. In addition, one-day cessation of bus services shall constitute a default of the Contract. Cessation of bus services shall mean the absence from service of more than four (4) vehicles on any day.

In the event of a cessation of service because of a labor dispute, strike, or other cause beyond the control of the Contractor, the Contractor shall notify the School District as soon as such information becomes known to it, and the School District shall be free to make interim arrangements for bus service. The Contractor shall obtain temporary interim service and shall compensate the School District for any increase in costs incurred by virtue of this cessation. If reasonable interim bus service meeting all requirements

cannot be obtained after reasonable efforts by the Contractor within five (5) school days of the cessation of service, the School District shall have the option of terminating the Contract, calling the performance bond and/or other security or taking such action as may be authorized by law.

In all cases where the Contractor ceases service for one or more school days, the School District shall also have the unilateral right to declare the Contractor in default and call for the performance of the surety under the bond or other security; and any performance bond submitted with the Contract to the School District shall so specifically state.

#### 8.17 CONTRACT

The successful Bidder shall be required to execute a Contract(s) on the appropriate form furnished by the Commissioner of Education which shall contain such additional provisions as are contained in the Contract Documents. The Contract shall be subject to the approval of the Board of Education and the Commissioner of Education. A copy of such Contract is available for inspection at the School Business Office. This Contract shall contain a default provision for all obligations of Contractor contained in the Bid submission, Certifications, General Conditions, Specifications, and said Contract. The successful Bidder, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after it has received notice of the acceptance of its Bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with its bond.

The Contract shall be governed by and under the laws of the State of Vermont. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be in a Vermont State Court of competent jurisdiction, sitting in the County of Rutland, State of Vermont.

#### 8.18 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will notify the Contractor via email or in writing of the infraction and will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages. Whenever possible, the Contractor will be provided with an opportunity to cure the infraction. Determinations as to cause, and as to a reasonable time to cure, will be made solely by the District.

In view of the difficulty the Slate Valley Unified School District will suffer by reason of default on the part of the Contractor, the Bidder, through their voluntary submission of their bid, hereby stipulates that the following sums shall be deemed liquidated damages and enforceable for breach of this Contract:

- 8.18.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus liquidated damages of \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the



Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor “doubles up” the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

- 8.18.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00 per vehicle as liquidated damages.
- 8.18.3 If the Contractor utilizes vehicles in service to the District that do not meet the requirements stated in Section 8.8.2 of these specifications, the District shall deduct from the monthly payment the sum of \$100.00 per day as liquidated damages for each vehicle operating in violation of the vehicle requirements.
- 8.18.4 This Contract envisions a quality, responsive transportation program that minimizes the District’s involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment as liquidated damages for each such occurrence.
- 8.18.5 The District considers the presence of the Terminal Manager, or his/her Slate Valley Unified School District approved designee, at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet his oversight responsibility. If the Terminal Manager, or his/her approved designee, is not present during these time periods, the District shall have the right to deduct \$100.00 as liquidated damages for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Terminal Manager or his/her approved designee is not present.  
  
The damage assessment shall not be imposed if the Terminal Manager or his/her designee has to leave the dispatching station for an accident or some other transportation emergency.
- 8.18.6 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools for the specific school year and/or does not meet the requirements of the State of Vermont or of this Contract, District reserves the right to deduct \$200.00 per day as liquidated damages, plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.
- 8.18.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area travel by his/her route, the location of the route’s bus stops, helps to identify any need for any route modification(s), and helps to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these specifications is considered a critical

failure to meet the specifications of this Contract. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed, the District reserves the right to deduct liquidated damages of \$100.00 from the monthly payment to the Contractor.

- 8.18.8 A reliable transportation system is important to meet the educational requirements of the students and the District. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, the District reserves the right to deduct liquidated damages of \$100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the damages will not be assessed.
- 8.18.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to the District.
- 8.18.10 The District requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios. All vehicles that transport children outside of the radio coverage shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the District. There will be no payment to the Contractor for days when a vehicle is used without operating radios, and a \$200.00 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.
- 8.18.11 The District requires that all buses have operable digital cameras. \$250 per day per bus liquidated damage may be assessed for any bus that violates this mandate. The Contractor is required to provide the District with video output within 1 hour of the end of the scheduled AM or PM run of the District's request. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of \$100 per day for each day that the video submission is delayed.

A similar liquidated damage assessment of \$250 per day per bus shall be assessed for any bus that is operated without the GPS capability. Included in this provision for GPS shall be any vehicle that is operated without the knowledge of the District and without the proper asset notification provided to the District.

- 8.18.12 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.

8.18.13 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, \$50 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, alternative services etc.). If a bus is more than 15 minutes late for any aspect of a scheduled trip, the District will not be billed for the trip. This provision will apply should a driver perform a trip without adequate directions, or should the driver get lost during the performance of the run. Drivers are expected to perform the services for the District equipped with proper directions and trip details.

However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers and must notify the District at the earliest possible date/time of the potential shortage. No damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

8.18.14 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes without prior District approval. If such unauthorized changes are made, the District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.

8.18.15 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.18, the Contractor shall be liable to a deduction of \$300 per day as liquidated damages per failure from the monthly payment for each such occurrence.

8.18.16 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,000 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous non-exercise or waiver.

- 8.19 ACTS NOT IN CONTROL OF CONTRACTOR: The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the Contractor, and which by exercise of reasonable diligence it is unable to prevent, except for strikes or labor unrest.
- 8.20 NO ASSIGNMENT BY CONTRACTOR: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Contractor shall be an action that will be considered a contract assignment under this provision.
- 8.21 INCORPORATION OF DOCUMENTS: All of the Proposal Documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of the Contract and the provisions thereof shall be binding upon the parties hereto.
- 8.22 OTHER CONTRACTORS: It is the School District's desire and intention to award a contract to one Contractor. However, in order to meet the operating requirements of the School District, it is understood that the Contract in no way excludes the School District from using its own vehicles, drivers, aides, or services provided by other School Districts. The School District may also use services from other contractors to meet the School District's needs.
- 8.23 NO WAIVER: No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 8.24 ALTERNATES

The District has determined certain option(s) that it would like to consider in reviewing the bid submitted by the Contractor. These options or alternates to the bid will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District. It is important to note that if the Contractor fails to submit a response to the Alternates requested, the District may reject the Contractor's Bid.

- 8.24.1 Performance Bond - Pursuant to the requirements detailed in Section 8.4, the District is requesting the annual cost for providing a 100% Performance Bond for the contract(s). The annual cost for the Bond must be entered on the Forms of Bid in the space provided. Although the District prefers that the Contractor submit an annual cost in a flat dollar amount format, the District will accept a percentage of the calculated cost of the contract. Should a percentage be submitted by the Contractor, the District will determine the annual cost based on the calculated bid amounts

consistent with the calculation process described in the specifications for bid evaluations and bonding purposes. The District will determine whether or not to require a Bond based upon a number of factors and variables as described herein. All bids must include the required Bond documentation, and an annual price, to be considered for award.

## APPENDIX A SUMMARY OF OPERATION

### Summary of Transportation Program:

The Slate Valley Unified School District is seeking transportation contractors to supply yellow school bus services for its home-to-school, including special education and extra-curricular needs transportation program. The initial term of the contract will be for the 2020-2021 through the 2024-2025 school years with possible future extensions to be determined.

All schools within the District provide pupil transportation for eligible public education students attending K-8 programs at five area school buildings. Grade 9-12 students attending Fair Haven Union High Schools (FHUHS) and Stafford Technical Center (Rutland), ride K-8 buses to local elementary schools then board shuttle buses to FHUHS. Following their first shuttle, Stafford Technical Center Students ride a second shuttle for thirty minutes from FHUHS to the Stafford building in Rutland, Vermont. The district uses a modified single tier routing plan to transport approximately 600 students in and around the fifty square mile six-district attendance zone.



It is anticipated that the average drivers regularly work up to 4.5 hours per day. Morning bell times are in the 7:045- 8:20 AM range and afternoon times will include a range of dismissal times between 3:00 and 3:45 PM depending on the programs. There are periodic early release days throughout the school year. The school year typically begins the last Wednesday in August and concludes by June 30<sup>th</sup> at the latest.

The Slate Valley Unified School District provides a significant amount of information on the District and the Transportation program on the District's website. The Transportation portion of the website can be accessed at: <http://slatevalleyunified.org/o/svusd/documents>.

Sample reports used by the Slate Valley Unified School District will be distributed at the Prebid meeting to be held on February 5, 2020.

**SLATE VALLEY UNIFIED SCHOOL DISTRICT  
BELL TIMES**

<b>Slate Valley Unified School District – In District</b>				
<b><u>School Name</u></b>	<b><u>Address</u></b>	<b><u>Grade Levels</u></b>	<b><u>Arrival</u></b>	<b><u>Departure</u></b>
Benson West	32 School St. Benson, VT 05743	K-12th	7:40 AM	3:05 PM
Benson East	32 School St. Benson, VT 05743	K-12th	7:45 AM	3:05 PM
Castleton - 1	263 Elementary Rd. Castleton, VT 05732	K-12th	7:45 AM	3:00 PM
Castleton - 2	263 Elementary Rd. Castleton, VT 05732	K-12th	7:45 AM	3:20 PM
Castleton - 3	263 Elementary Rd. Castleton, VT 05732	K-12th	7:40 AM	3:25 PM
Castleton - 5	263 Elementary Rd. Castleton, VT 05732	K-12th	7:45 AM	3:05 PM
Castleton - 6	263 Elementary Rd. Castleton, VT 05732	K-12th	7:45 AM	3:25 PM
Castleton - 7	263 Elementary Rd. Castleton, VT 05732	K-12th	7:35 AM	3:15 PM
Castleton - 8	263 Elementary Rd. Castleton, VT 05732	K-12th	7:40 AM	3:25 PM
Fair Haven - 1	115 Main St. Fair Haven, VT 05743	K-12th	7:35 AM	3:15 PM
Fair Haven - 2	115 Main St. Fair Haven, VT 05743	K-12th	7:40 AM	3:15 PM
Fair Haven - 3	115 Main St. Fair Haven, VT 05743	K-12th	7:45 AM	3:15 PM
Benson HS	32 School Street, Benson, VT 05743	K-12th	PM Only	3:15 PM
FHUHS	33 Mechanic St. Fair Haven, VT 05743	K-12th	8:55 AM	2:15 PM
Stafford Tech	22 Stratton Rd. Rutland, VT 05701	K-12th	8:55 AM	2:15 PM
SPED		K-12th	9:00 AM	1:45 PM
Orwell – Blue	494 Main St. Orwell, VT 05760	K-12th	7:35 AM	3:45 PM
Orwell – Green	494 Main St. Orwell, VT 05760	K-12th	7:45 AM	3:00 PM
Orwell – Red	494 Main St. Orwell, VT 05760	K-12th	7:45 AM	3:00 PM
West Haven	115 Main St. Fair Haven, VT 05743	K-12th	7:40 AM	3:10 PM

**Additional 2019/2020 program information is as follows:**

Home-to-School Regular Runs – 17 routes/17 buses (all full-sized buses)

- AM: 17 buses, an average run time of appx. 1.25 hours for each route, from leaving the bus garage, to drop at school(s)

- PM: 17 buses, and average run time of approximately 1 hour for each route.

**Additional Runs Needed:**

Late bus/Activity – traditionally 2 buses running beginning at 4:30 PM and 5:30 PM. Total run time for the 4:30 late bus is appx. 30 minutes, while the 5:30 run is appx. 90 minutes. These are typically full-sized buses.

Current Contract Rates, and the current contract documents, will be provided at the Prebid meeting on the flash drive.

Bus Usage Chart for Home-to-School Transportation, including Special Education and Extra-Curricular Services: A detailed bus usage schematic showing bus capacity, operating times by tiers, mileage, and run description will be provided on the flash drive distributed at the Prebid meeting.

Field Trip Information: An Excel file showing trips by for the 2019-2020 school year will be provided on the flash drive distributed at the Prebid meeting.

Summer Transportation: A contract summary form showing the vehicles utilized for 2019 based upon length of operating day, average mileage, and contract rates will be provided on the flash drive distributed at the Prebid meeting.



**APPENDIX "B"**  
**FLEET LIST**

Pursuant to Specifications 8.8.2., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of the Contract.

Bidder's Name: \_\_\_\_\_

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

Make/Model	Year	Seating Capacity	Fuel Type

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Bidder, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

\_\_\_\_\_  
Bidder's Initials

**APPENDIX "C"**

**SLATE VALLEY UNIFIED SCHOOL DISTRICT  
TRANSPORTATION REPORT**

**SAMPLE**

**MONTHLY ACTIVITY REPORT  
MONTH: \_\_\_\_\_, 20\_\_**

<b># FULL OPERATING DAYS - YEAR-TO-DATE:</b>				days
<b># FULL OPERATING DAYS REMAINING IN YEAR:</b>				days
<b><u>HOME-TO-SCHOOL MILEAGE</u></b>	<b><u>CURRENT MONTH</u></b>		<b><u>YEAR-TO-DATE</u></b>	
<b>Regular Runs</b>				
_____				
<b>Special Runs</b>				
<b>Late Runs</b>				
<b>Other:</b>				
<b>TOTALS:</b>				
<b>SAFETY AND TRAINING ACTIVITY:</b>				
<b>ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)</b>				
<b>OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)</b>				
<b>FUEL USAGE: (Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.)</b>				

Date Prepared: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

## **Appendix D**

### **Slate Valley Unified School District Transportation Policies**

District Transportation Policies are available on the District's website:

<http://www.slatevalleyunified.org/o/svusd/browse/83966>

**THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH BID = = = =**

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY SLATE VALLEY UNIFIED SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SLATE VALLEY UNIFIED SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE SLATE VALLEY UNIFIED SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SLATE VALLEY UNIFIED SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SLATE VALLEY UNIFIED SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
(NOTARY PUBLIC)

**FINANCIAL INFORMATION COMPLIANCE**

1. Pursuant to Section 2.2.2. of the Slate Valley Unified School District Transportation Request for Bid, dated February 25, 2020, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District’s request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided.  YES  NO  
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

          Initials: \_\_\_\_\_

- c. Information on any bankruptcy filings has been submitted.  YES  NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

          Initials: \_\_\_\_\_

- d. Information on any denials of Performance Bonds has been submitted.  YES  NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

          Initials: \_\_\_\_\_

2. Pursuant to Section 2.1.6 of the Slate Valley Unified School District transportation bid, dated February 5, 2020, the following represents individuals or entities with 10% or more ownership of the entity submitting the bid and identified in the signature section below (attached additional sheets if more space is required):

FULL NAME	ADDRESS	% OWNERSHIP

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

**STUDENT TRANSPORTATION SERVICES  
FORM OF BID  
February 25, 2020**

SLATE VALLEY UNIFIED SCHOOL DISTRICT  
33 MECHANIC ST.  
FAIR HAVEN, VT 05743

<b>CONTRACT PRICES</b>
------------------------

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED \_\_\_\_\_ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE SLATE VALLEY UNIFIED SCHOOL DISTRICT, AS SPECIFIED:

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on February 5, 2020. The Excel file is structured with three separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder’s signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)
  
2. If the Bidder is a corporation, is it incorporated in Vermont?  

Yes       No

If No, it must be authorized to do business in Vermont.

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

Name	Address	Contact Person	Telephone
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(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.
6. These Specifications require the submission of additional information that will be utilized to evaluate each Bid, and which will become the basis for the award of the Contract by the District. The Bidder's endorsement below signifies that the Bidder is aware of all required information and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

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

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**(NON-COLLUSIVE BID CERTIFICATION)**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date of Bid: February 25, 2020

**I. GENERAL BID CERTIFICATION**

The Bidder certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this Bid.

**II. NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid, the Bidder certifies that:

- a. Each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
  - 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - 3) No attempt has been made or will be made by the Bidder to induce and other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- b) A Bid shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any Bid shall be deemed to have been authorized by the board of directors of the Bidder, and such



authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of \_\_\_\_\_ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

**SAMPLE PRICING PAGES – Home-To-School, including Special Education and Extra-Curricular Transportation Services**  
**SLATE VALLEY UNIFIED SCHOOL DISTRICT**

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of February 25, 2020

Bidder Name:

<b>REGULAR HOME-TO-SCHOOL RUNS, INCLUDING SPECIAL EDUCATION</b>					
<b>Rate per Day per Vehicle</b>					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<b>77 Passenger Bus</b>					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
<b>59 Passenger Bus + 2 Position W/C</b>					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
<b>SPECIAL RUNS</b>					
<b>EXTRA-CURRICULAR - FIELD TRIPS AND ATHLETICS</b>					
<b>Rate per Hour and Cost per Mile</b>					
<b>1. Driver Hours</b>					
<input type="checkbox"/> During School Year					
<input type="checkbox"/> Within District					
<input type="checkbox"/> Cost per Hour – Minimum of Two (2) Hours.					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<b>77 Passenger Bus</b>					
Cost per Hour					
Cost per Mile					
Cancelation Charge					
<b>LATE BUSES</b>					
<b>Rate per Day per Vehicle</b>					
	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
<b>77 Passenger Bus</b>					
1 Hours per Day					
2 Hours per Day					
Excess Rate per Hour					

**PERFORMANCE BOND**

Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

	2020-2021	2021-2022	2022-2023	2023-2024	2024-2025
Annual fixed charge					
% of Annual Contract					

**Submitted by:**

Company:

Name:

Title:

Signature:

Date:

**SLATE VALLEY UNIFIED SCHOOL DISTRICT**

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of **February 25, 2020**.

Bidder Name:

Slate Valley Unified School District  
 33 Mechanic St.  
 Fair Haven, VT 05743

**CONTRACT:** HOME-TO-SCHOOL, INCLUDING SPECIAL EDUCATION AND EXTRA-CIRRICULAR SERVICES

**BID DATE:** February 25, 2020

<b>NON-BIDDER'S RESPONSE</b>
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The Slate Valley Unified School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_
- Insufficient time allowed for preparation and submission of Bid.
- Other reasons: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

You may remove our name from the bid/Bid list for:

- All bids/Bids
- This particular service
- Remainder of this year
- Other: \_\_\_\_\_

Officer of Company	Date
Title	Telephone #
Company Name	Fax Number
	Email address
Address	