

# Regional School Unit 34

## School Transportation Services Request for Proposals

March 2017

Proposal 2017-2022  
Regional School Unit 34  
156 Oak Street  
Old Town, ME 04468

### **Questions Regarding This School Transportation Services Document**

Interested vendors are encouraged to submit questions for clarification regarding this document.

Superintendent David Walker is the sole point of contact regarding this document. All correspondence must be directed to Mr. Walker by email only at [david.walker@rsu34.org](mailto:david.walker@rsu34.org).

Failure to direct questions to Mr. Walker may result in those questions not being answered properly and timely. Upon receipt Mr. Walker will respond, also by email only, to each vendor. The format of the response for all vendors will be identical. The question will be stated and the answer will immediately follow. Each vendor must acknowledge receipt by return email and include a printed copy with their submission.

Each page of this document must be initialed by an authorized representative signifying that each page has been read and understood.

# Regional School Unit 34

*Notice to Vendors - Request for Proposal*  
**School Transportation Services**

**Proposal Name: School Transportation Services**

*Sealed proposals will be received, addressed to the Superintendent of Schools, Regional School Unit 34, 156 Oak Street, Old Town, ME 04468. The envelope should include the name, address and contact information of the bidder and be endorsed on the outside of the envelope as specified below:*

*School Transportation Services  
Regional School Unit 34  
Office of the Superintendent  
156 Oak Street  
Old Town, Maine 04468*

***All proposals without exception must be received at the Superintendent's Office before 12:00pm prevailing time on Thursday April 13 , 2017. At 12:00 pm. On Thursday April 13 , 2017 at 12:15pm submitted bids will be opened and read aloud.*** Telephone, telegraph, electronic, or facsimile proposals will not be accepted. A copy of the proposal specifications may be obtained between the hours of 8:00A.M. and 4:30 P.M. Monday-Friday, at the Superintendent's Office. A copy of the proposal specifications may also be obtained at the School Department's web site <http://www.rsu34.org>. Each vendor is responsible for insuring that an email address is filed with the Superintendent's office. Any and all correspondence between vendors and the Office of the Superintendent will be done only by email.

## Section I

General Instructions for Interested Vendors:

The need for a pre-bid meeting is not anticipated and none is scheduled. Proposals will be received by RSU 34 at the Superintendent's Office, 156 Oak Street, Old Town, ME 04468 until 12:00pm on April 13, 2017 at which time they will be opened and read aloud at said office.

Each Proposal must be submitted in a sealed envelope and addressed to:

**School Transportation Services  
Regional School Unit 34  
Office of the Superintendent  
156 Oak Street  
Old Town, Maine 04468**

The submission of a proposal shall be conclusive evidence that the proposer has satisfied himself as to the requirements of the proposal specifications and any controlling conditions, which may exist. Further, each vendor submitting a proposal must initial the bottom of each page at the provided location. Such initials will also be conclusive evidence that the submitter has read, has understood and factored into the submission any requirements and controlling conditions as they relate to the fulfillment of this contract.

Each sealed envelope shall contain one signed original Proposal and two copies. The original and copies must be plainly marked as such. Each submission must be plainly marked on the outside as "Proposal for School Transportation Services" and the envelope shall bear on the outside the name of the Contractor and the Contractor's address and contact information for a designated person including telephone and email address.

All proposals must be made only on the required proposal forms. All blank spaces for proposal prices must be filled in using ink or typewritten and the proposal form must be fully completed and executed when submitted. One original and two copies of the proposal form are required.

RSU 34 may only accept proposals that are prepared and submitted in accordance with the provisions hereof and may also waive any formalities prior to above scheduled opening of the proposals or authorized postponement thereof which are in the best interest of RSU 34. Proposals will be binding for sixty days (60) after the actual date of the opening and may not be withdrawn during that time. Proposals may be withdrawn prior to the opening date and time by written request to the Superintendent.

RSU 34 reserves the right to accept or reject any or all proposals, to waive any formality or technical defect and to make such awards, including accepting a bid although not the low bid, as it is deemed in the best interest of RSU 34. No submission submitted after the appointed time and place will be considered and will be returned unopened to the submitter.

At the time and place fixed for the opening of proposals, RSU 34 will open and publicly read aloud every proposal received within the time set for receiving proposals, respective of any irregularities therein. Vendors and other interested persons are encouraged to be present in person or by representative.

Award shall be based on the most advantageous and responsible proposal. RSU 34 will give due consideration to all proposals, but will consider other factors besides cost that are deemed important in the provision of pupil transportation services which are in the best interest of RSU 34.

Each page must be read and initialed indicating that the submitter understands the requirements, expectations and any controlling conditions.

The successful vendor shall understand the transportation for Special Needs Students will be bid and awarded annually and are not included in this contract.

The submitter by submitting a proposal in response to this request agrees and understands that any known present or past client may be contacted by RSU 34.

Any vendor, by submitting a proposal to this request, agrees to release and discharge for the vendor, his or her heirs executors administrators and assigns, release acquit and forever discharge RSU 34, its Superintendent, its School Board and any and all staff or other persons, firms and corporations of and from any and all actions, causes of actions, claims or demands for damages, costs, loss of services, expenses, compensation, consequential damage or any other thing whatsoever, on account of, or in any way growing out of any former client contacted by RSU 34 to obtain an opinion regarding any work performed by the submitters' employer. This release shall also include and apply to any former client contacted.

**Each vendor shall include the following information in the proposal:**

- The names, business addresses, home addresses, email addresses of the principal members of the company.
- The company's name, phone number and address as well as email addresses and cell phone numbers of officers, managers and or directors.
- Pages 16, 17, 18 require signatures.

**Section II**

**General Information:**

Regional School Unit 34 is seeking a vendor to provide comprehensive transportation services for students. The successful vendor will enter into a five-year (5) contract with the Regional School Unit 34 from July 1, 2017 until and through June 30, 2022.

A draft copy of the proposed transportation contract is provided as an informational reference. The final contract specifications will be negotiated with the successful vendor.

Regional School Unit 34 is comprised of five (5) separate school buildings. Each school building location and its School Year 2016-17 student population is as follows:

<b>SCHOOL</b>	<b>ADDRESS</b>	<b>GRADES</b>	<b>STUDENT POPULATION</b>
<i>Alton Elementary School</i>	<i>22 Argyle Road Alton, ME 04468</i>	<i>Grades PK-4</i>	<i>50+/-</i>
<i>Viola Rand School</i>	<i>55 Highland Avenue Bradley, ME 04411</i>	<i>Grades PK-4</i>	<i>65+/-</i>
<i>Joseph A. Leonard Middle School</i>	<i>156 Oak Street Old Town, ME 04468</i>	<i>Grades 6-8</i>	<i>300+/-</i>
<i>Old Town Elementary School</i>	<i>576 Stillwater Avenue Old Town, ME 04468</i>	<i>Grades PK-5</i>	<i>550+/-</i>
<i>*Old Town High School</i>	<i>203 Stillwater Avenue Old Town, ME 04468</i>	<i>Grades 9-12</i>	<i>500+/-</i>

*\* Students from surrounding school districts, who attend Old Town High School, are transported by their respective school districts.*

**Other considerations:**

1. Nothing in the contract shall preclude RSU 34 from using its own vehicles for transportation purposes or contracting with other transportation providers if the Superintendent determines that it is advisable to do so.
2. The successful vendor must locate a facility so as to provide 30 minute Critical Incident response time to any school building within the municipal boundaries of RSU 34.
3. The vendor shall ensure that drivers are properly licensed and shall provide training necessary to meet existing statutes and any laws or regulations that are now or may become laws or regulations during the life of this contract. The contractor shall submit when requested summary descriptions of monthly safety and training sessions.
4. The vendor shall allow school buses to be operated only by trained and competent drivers who hold valid licenses for operation of school buses in the State of Maine.
5. By August 15 of each year a complete list of all bus drivers must be delivered to the Superintendent of Schools. Included in the list shall be:
  - a. Certification that each driver is licensed to drive school buses and have satisfied any applicable statutes, rules and regulations and is enrolled in the vendors Drug Policy Program.
  - b. Driver name, address, and Drivers License Number.
  - c. A copy of the vendors Drug Policy.
6. The Superintendent may remove from the submitted list any driver or drivers when not satisfied or:
  - a. That the driver(s) do not meet requirements specified in applicable statutes, rules and regulations.
  - b. The driver's past performance is unsatisfactory.
  - c. The driver does not have the overall character and fitness for the responsibility.
7. The Superintendent shall have the authority at any time during this contract to request the immediate removal of any driver assigned to drive a vehicle under this contract.
8. Drivers shall remain in their respective buses at all times while on school property except in cases of an emergency. Drivers shall remain in their buses at all times when children are aboard unless properly relieved. Drivers shall remain in the vicinity of their buses during waiting periods for all activity trips or give notice and contact information to the trip leader of where or how the driver may be contacted if needed. Drivers may also attend activities or events with students.
9. Prohibited Practices:
  - a. Drivers shall not wear headphones during the course of driving a route.
  - b. Smoking is prohibited on school buses and on any school campus.
  - c. Personal cellular phones are prohibited, but Contractor owned cellular phones might be used to enhance safety on regular routes and/or communication for field trips.
  - d. Deviating from the routes as provided by RSU 34 except with authorized permission.
  - e. Backing up buses on school property is prohibited without radio authorization by dispatch from contractors' office.
  - f. Drivers shall not be less than 21 years of age.
  - g. No vehicle shall carry commercial or political advertising.

### Section III

#### I. General Terms:

##### A. Expectations:

RSU 34 has high expectations for student transportation services. Following is a list of the criteria the School District expects the Contractor to meet in fulfilling this Agreement.

1. To insure that students of school age arrive at school and are returned to home on time.
2. To insure that students are provided a safe, courteous and reliable level of service.
3. To provide highly skilled and courteous drivers.
4. To work continuously to maintain and improve an enviable safety record.
5. To keep vehicles in excellent mechanical condition at all times.
6. To work with school administration to improve service but not necessarily increase costs.
7. To understand the interrelationship between the quality of service and its interdependency with parent/public citizen relations.
8. To conduct business at all times and in every instance with an effective and professional manner.
9. To work with school district administration and school board to maintain the best possible parent/community relations.

##### B. Bus and Vehicle Specifications:

1. Currently each municipality has the following numbers of buses providing student transportation.
  - a. Old Town – 6 buses.
  - b. Bradley – 2 buses.
  - c. Alton – 2 buses.
2. Each bus and/or van will be used exclusively for RSU 34 and will be marked and identified with “RSU 34” on the outside with clearly visible lettering.
3. Buses shall be model year 2012 or newer with diesel powered engines at the beginning of the contract.
4. Buses shall have the following minimum equipment:
  - a. Heated mirrors.
  - b. Seat belt ready seat frames.
  - c. Two-way digital FM radios.
  - d. Digital camera system with driver activated incident hot button.
  - e. Telematic GPS with functionality to interface with routing software.
  - f. Front bumper mounted crossing arm.
  - g. Left side retractable Stop Arm.
  - h. Engine block heater or under floor mounted auxiliary heater for assist in cold weather starting and transportation.
5. Additional buses shall be provided as spares and for Athletic and Field Trips.
6. A bus which is wheelchair accessible shall be available for use as a route vehicle or activity vehicle as requested or needed. In the event that the Superintendent directs the use of a wheelchair accessible vehicle as a regularly scheduled route vehicle, the vendor shall have 90 days in which to obtain a “back up” wheelchair accessible vehicle unless extended or otherwise modified by the Superintendent. The vendor shall also have 48 hours following the receipt of instructions placing a wheelchair accessible vehicle in service as a route vehicle to provide the Superintendent with a plan acceptable to the Superintendent for dealing with out of service situations involving that vehicle in the absence of a backup vehicle.
7. All vehicles used in fulfilling the terms of this contract shall conform to all applicable statutes, rules and regulations.



8. All vehicles used in fulfilling the terms of this contract for transportation of students shall be kept in good mechanical condition, neat, clean and in good sanitary condition and shall be made available to the Superintendent or agent of the Superintendent at any time during normal operating hours with or without an appointment.
9. The use of retread tires on the steering axle of any vehicle used in fulfilling this contract is prohibited at any time.
10. Two-Way Radio communication is required as an integral component of this contract:

*Regulatory agencies are responding to an impending crisis in RF congestion by mandating more efficient use of licensed spectrum. In the U.S., the FCC is requiring manufacturers to offer only devices that operate within 12.5 kHz channels by 2011. By the year 2013, all users will be required to operate in 12.5 kHz – making it possible for twice as many users to share the airwaves as compared with today's 25 kHz licenses.*

- a. All vehicles furnished in the fulfillment of this contract shall be equipped with digital two-way radios that meet the scheduled 2013 FCC regulation requiring 12.5 kHz functionality.
  - b. Additionally, each of the 5 buildings shall be furnished a hand held two-way radio and desk top charger (walkie-talkie) that will enable building Principals the ability to talk directly to drivers. These 5 hand held radios will be furnished at no cost to RSU34.
11. Prior to and after each route or trip whether AM, Mid-Day, PM or After Hours, each vehicle will be Pre-Trip and Post-Trip Inspected to insure the safety of the students and the driver.
  12. Written permission from the Superintendent shall be required before any person other than school officials, teachers, chaperones, drivers in training, or the contractor or contractors' evaluator can be transported on vehicles assigned to this contract.
  13. Twice per year the vendor shall submit copies of inspection reports for each bus assigned to this contract; the copies must be signed by an authorized State of Maine School Bus Inspector.
  14. The Superintendent shall have the sole discretion to cancel school due to weather or for other reasons. The Superintendent shall also have the sole discretion to issue a delay of school by one or more hours. The Superintendent shall also have the sole discretion to dismiss school early. The vendor will comply with the directive of the Superintendent.
  15. Smoking will not be allowed in any vehicle used in the fulfillment of this contract.
  16. An appropriate number of spare buses in case of breakdowns and for field/athletic trips shall be provided. Spare buses may be exempt from RSU 34 lettering at the discretion of the Superintendent. When possible, athletic and field trip buses shall have RSU 34 lettering.
  17. The Superintendent shall have the exclusive right to revise at any time the number of buses and the number of routes required including increasing or decreasing the mileage and time of each route to suit the needs of RSU 34. Buses and routes added to the contract or subtracted from the contract shall not alter this contract; all provisions of the contract shall apply. Reasonable compensation for such revisions will be made in accordance with the contract.

### C. Bus Routes:

Routes and stops shall be developed jointly by the Contractor and the Superintendent in accordance with RSU 34's policies and regulations. It is the expectation of RSU #34 that the Contractor shall utilize routing software to develop proposed routes to provide student transportation in the most efficient manner possible. RSU #34 shall have full access to such software for transportation as well as other reasonable need. All routes shall be available 30 days prior to the beginning of school. A copy of the route a bus is serving shall be carried in the vehicle at all times. Drivers and spares are expected to be thoroughly familiar with routes prior to the opening of school. Because of late enrollments, routes and loads shall be flexible during the first few weeks of school. The Superintendent is the sole person authorized to approve route changes. RSU 34 encourages input from the Contractor on changes that will increase safety and/or efficiency. All routes may be posted and maintained on the district's website ([www.rsu34.org](http://www.rsu34.org)).

While routes, school times, and school calendars are set and not generally subject to change, the Contractor must be willing and able to react to emergency situations.

1. The proposer is responsible for conducting his or her own due diligence study of existing routes and conditions. While the existing routes are supplied as an example of current, they are not the work or responsibility of RSU 34 and are offered only as an example.
2. Pre & Post Trip Inspections: As a routine procedure, each driver shall inspect their vehicle prior to beginning a route to insure that exterior lights and equipment is fully operational. After each trip within the route, the driver shall walk to the rear of the bus and check every seat for forgotten articles, vandalism and particularly sleeping children. This inspection shall occur during morning trips, noontime kindergarten trips, afternoon trips and at the end of special trips, field trips, athletic trips and any other trip authorized by RSU 34.
3. Route/Trip Numbers: Route and trip numbers are required on all buses including spares that serve RSU 34. The numbers shall be displayed prominently in the window adjacent to the entrance of the vehicle and be easily read by RSU 34 students and staff. Signage shall also comply with Maine Motor Vehicle Regulations.
4. Route Testing: The Contractor shall thoroughly "dry run" all bus routes prior to the opening of school to verify any discrepancies and to familiarize the drivers with unfamiliar routes.
5. Passenger Authorization: Only individuals specifically authorized by the Contractor and the Superintendent shall be allowed to ride the vehicles.
6. Children of Drivers: RSU 34 is aware that many School Bus Contractors attract parents as drivers by allowing school age children to ride as passengers. RSU 34 is willing to allow this practice as long as the practice does not interfere with the primary function of student transportation.
7. Complaints: The Contractor shall investigate all complaints, keep a log of such complaints, and shall report the action taken to the Superintendent within twenty-four (24) hours.

### D. Student Behavior and Control:

1. The vendor shall be fully responsible for the care and supervision of students during the time they are transported subject to such rules or policies as may be adopted by RSU 34 from time to time. The Contractor shall require its drivers to report any disturbance, irregularities or disciplinary infractions by students to the building principal. The building principal will be solely responsible for discipline. Should a disagreement arise between the vendor and the Principal the matter may be appealed to the Superintendent.

2. At no time shall a driver or other employee of the vendor administer bodily punishment to any student.

3. At no time shall a driver or other employee of the vendor discharge any student from a

vehicle at other than their designated bus stop as a means of punishment.

4. At no time shall a driver or other employee of the vendor deny transportation to any student without the express written consent of the Superintendent to do so.

#### E. Level of Service

1. Transportation is provided to students of RSU 34 living in participating communities of Alton, Bradley, and Old Town. Tuition students attending any RSU 34 school are transported at the expense of the sending community or state agency and are not part of or contingent upon this agreement.
2. See Appendix A for current bus routes.
2. 45 Minutes maximum student ride time on a bus unless approved by RSU 34.
3. At no time shall a vendor adjust any times, add or subtract any mileage to bus routes, or make any other adjustments without the written consent of the Superintendent. The Superintendent however shall have the exclusive right to revise at any time the number of buses and the number of routes required including increasing and decreasing the mileage or time of each route, bus stops and identifying roads/streets that may or may not be traveled by a bus and may also adjust bell times to suit the needs of RSU 34. Should additional buses or routes be added to or subtracted from the contract the adjustment to the contract will be based on the amount of percentage adjustment submitted by the vendor on the bid pages of this document. The vendor will be reasonably compensated for revisions made in accordance with this contract.

#### F. Personnel:

1. Wages
  - a. RSU 34 expects the successful vendor to pay a competitive wage package for Penobscot County in order to attract and retain qualified managers, dispatchers, drivers, technicians, and aides. Vendors are requested to submit what they propose as wages for each category on the pricing sheets.
2. Non Discrimination / Affirmative Action
  - a. The contractor shall submit a copy of their affirmative action plan and agrees not to discriminate in the conduct of this Agreement because of race, color, creed, sex or national origin mental or physical disability, or sexual orientation.
  - b. The contractor agrees to take affirmative action to insure that applicants are hired and employees treated without regard to race, color, creed, sex or national origin, mental or physical disability, or sexual orientation.
3. Labor Standards
  - a. The Contractor shall comply with all state and local ordinances concerning agreements and labor standards for fair employment.
4. Management
  - a. RSU 34 expects a management level employee assigned to this contract. That individual must be knowledgeable of State of Maine Pupil Transportation regulations and laws and must also have strong organizational skills. That individual will also have strong communication skills and be able to deal with RSU 34 Administration, school board members, staff, parents and participating community leaders.
5. Dispatchers
  - a. RSU 34 expects dispatchers assigned to this contract to have strong communication skills when using both telephone or radio equipment. They must also be knowledgeable of acceptable accident procedures.

6. Drivers

- a. RSU 34 expects drivers that are well trained in not only driving techniques but also in first aid, student discipline and are knowledgeable about sound basic communication skills when interacting with parents and citizens.
- b. Prior to each school year no later than August 15 a driver list will be delivered to the Office of the Superintendent that will contain:
  - i. Driver's names, addresses, and license information.
  - ii. The expiration date of each license.
  - iii. Proof of fingerprint compliance.
  - iv. The expiration date of all Certifications such as:
    1. First Aid Training
    2. CPR Training
- c. The contractor and its drivers will obey all laws, ordinances and regulations of duly constituted authorities and the directives of police officers in the operation of buses to be provided hereunder and will at all times exercise the highest degree of care possible to avoid accidents and to protect the safety and welfare of students and riders.
- d. Maine has adopted the Federal Highway Administration regulations regarding the Commercial Drivers License (CDL). The contractor must provide evidence that they are in compliance with all requirements for drug testing. The contractor will submit as part of the required submission a description of its program that discusses both companies regarding substance abuse and company procedures on drug tests.
- e. At the beginning of each month the contractor will submit to the Superintendent a report for the immediate past month of number of drivers and other employees that have undergone substance abuse testing.
  - i. The report will include:
    1. the number of drivers assigned to this contract,
    2. the number of drivers tested,
    3. the number of drivers that have passed
    4. and the number of drivers that have failed.
  - ii. Additionally, for those drivers that have failed, the report will also include:
    1. The reason for failure and
    2. The employee's current status of employ.

G. Bell Times:

1. Student shall arrive at designated schools no more than 15 minutes prior to bell times.
2. PM buses shall arrive at least ten (10) minutes prior to departure at first school dismissed.

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>AM Bell Time</i>	<i>PM Bell Time</i>
<i>Alton Elementary School</i>	<i>22 Argyle Road Alton, ME 04468</i>	<i>7:50am</i>	<i>2:30pm</i>
<i>Viola Rand School</i>	<i>55 Highland Avenue Bradley, ME 04411</i>	<i>7:50am</i>	<i>2:30pm</i>
<i>Joseph A. Leonard Middle School</i>	<i>156 Oak Street Old Town, ME 04468</i>	<i>7:50am</i>	<i>2:35pm</i>
<i>Old Town Elementary School</i>	<i>576 Stillwater Avenue Old Town, ME 04468</i>	<i>7:50am</i>	<i>2:20pm</i>
<i>Old Town High School</i>	<i>203 Stillwater Avenue Old Town, ME 04468</i>	<i>7:55am</i>	<i>2:40pm</i>

H. References:

1. Each vendor shall submit a list of all school systems contracted with for student transportation.
2. Each vendor shall submit three (3) reference contacts with:
  - a. district name, and address,
  - b. individuals name and title,
  - c. telephone number and email address.

J. Garage & Maintenance of School Buses

- a. During the term, the contractor will maintain a facility within the boundaries of the three contiguous towns that comprise RSU 34. Said facility shall have an office or administrative area and be equipped with multiple telephone lines, at least one fax line, and high speed internet access. The maintenance area shall be equipped with suitable equipment necessary to maintain a fleet. Technicians shall also be equipped with suitable tools to perform necessary maintenance. The facility and at least one technician shall be licensed to perform State of Maine Vehicle Inspections for School Buses.

K. Insurance

- a. The successful vendor shall after being awarded this contract and prior to delivery any of any work or service, furnish Certificates of Insurance in the amounts outlined in the proposal specifications. Copies of Certificates of Insurance shall be required prior to the beginning of each school year. The vendor shall cause to have RSU 34 named as an additional insured during the entire duration of this contract and for any claims or litigations that may arise after the termination of this contract.
- b. The contractor shall be required to complete the Contractor Indemnification in the Appendix section of this document.
- c. Insurance Limits: The Contractor shall maintain liability insurance coverage against death and personal injuries in the amount of \$5,000,000 (five million dollars) per occurrence for bodily injury with an aggregate of \$10,000,000 (ten million dollars); Automobile combined single limit of \$1,000,000 (one million dollars); Uninsured Motorist coverage of \$1,000,000 (one million dollars); Commercial General Liability \$1,000,000 (one million dollars) per occurrence; Products/Completed Operations coverage of \$1,000,000 (one million dollars); and \$2,000,000 (two million dollars) general aggregate. RSU 34 and the Board shall be specified as an additional insured.
- d. Worker's Compensation: The Contractor shall maintain Worker's Compensation Insurance as required by Maine General Statutes. In addition, the vendor agrees to save harmless and indemnify RSU 34 and its board from any and all liability and expense which may arise as a consequence of any injury to an employee of the vendor.
- e. Insurance coverage as required by Maine General Statutes for the term of this agreement.
- f. Save Harmless: The Contractor shall at all times protect, hold harmless and indemnify RSU 34, the Board and their employees, officials and agents from any and all liability and expense, including attorney fees, which may arise with its operations, activities or omissions, or those of its employees and agents in furnishing the services as Contractor, including, but not limited to, the transportation of School Bus Driver's children.
- g. Insurability: Certificates of Insurance shall be required annually prior to the first day of school. Copies of insurance certificates shall be forwarded to the Superintendent on or before the renewal date of the policy. All insurance shall be carried by companies authorized to conduct business in the State of Maine. The Board shall be given thirty (30) calendar days' advance notice by certified mail, return receipt requested, or by hand delivery of any change to or cancellation of any or all insurance policies required by this Agreement.
- h. Contract Signing: No agreement shall be executed until the required insurance certificates are received by RSU 34.

L. Waiver of Subrogation

- a. The contractor/insured shall require all insurance policies in any way related to the work and secured and maintained by the contractor/insured to include clauses stating each underwriter shall waive all rights of recovery, under subrogation or otherwise, against district and/or any district carriers. Said Waiver of Subrogation shall include any entity owned by the contractor in whole or in part who may act as an agent for the contractor in carrying out any aspect of this Agreement. The contractor/insured shall require of subcontractors, by appropriate written agreements, similar waiver each in favor of all parties enumerated in this Agreement.

M. Contract Cancellation

- a. RSU 34 reserves the right to terminate this Agreement or any other agreement with the Contractor if any of the conditions listed below exists.
  - i. The Contractor is unable or refuses to fulfill the terms and conditions of the Agreement.
  - ii. The Contractor repeatedly breaches the terms and conditions of the Agreement.
  - iii. The Contractor is unable to maintain safe vehicles and/or transportation services to the students of the District.
  - iv. The Contractor repeatedly refuses to provide safe vehicles and/or transportation services to the students of RSU 34.
  - v. The Contractor fails repeatedly to meet the school schedule and/or consistently fails to pick up eligible students.
  - vi. The Contractor becomes insolvent, makes an assignment for the benefit of creditors, files a voluntary petition in bankruptcy, or is subject to an involuntary petition in bankruptcy not discharged within 30 days.
  - vii. The Contractor subcontracts, assigns, transfers, conveys or otherwise disposes of its obligations under this Agreement other than as provided in this Agreement.
  - viii. For any other reason that RSU 34 finds at its sole discretion that is egregious enough to warrant cancellation of the contract.
  - ix. RSU 34 decides that it desires to operate its own transportation system for student transportation.
  - x. RSU 34 shall provide written notice of termination and the reasons for such action.
  - xi. In addition to the cancellation provisions set forth above, RSU 34 reserves the right to cancel this Agreement with sixty (60) days' prior written notice to the Contractor, should either of the following conditions exist:
    1. Funds are not appropriated by RSU 34 for continuance of this Agreement.
    2. The Board, through changes in its requirements, method of operation, or program operation no longer has a need for the commodity or service.

N. If any provision of this Agreement is or shall at any time become contrary to law, then such provision shall not be applicable, be performed or enforced, except to the extent permitted by law; all other provisions of this agreement shall remain enforce and the agreement shall remain enforceable.

O. Payment

- a. Payments to the vendor will be made in ten monthly equal installments starting in September and ending in June of each school year.

P. Transfer of Contract, Assignment, or Subcontracting

- a. The vendor shall not transfer this contract nor assign this contract or subcontract any part of this contract without the express written consent of the Superintendent and in the Superintendent's judgment also the school board.

## Bid Page

School Year 2017 - 2018			
Number of Buses	Days of School	Price Per Bus Per Day	Total
10	X 176	X \$	\$

School Year 2018 - 2019			
Number of Buses	Days of School	Price Per Bus Per Day	Total
10	X 176	X \$	\$

School Year 2019 - 2020			
Number of Buses	Days of School	Price Per Bus Per Day	Total
10	X 176	X \$	\$

School Year 2020 - 2021			
Number of Buses	Days of School	Price Per Bus Per Day	Total
10	X 176	X \$	\$

School Year 2021 - 2022			
Number of Buses	Days of School	Price Per Bus Per Day	Total
10	X 176	X \$	\$

Total For Five Years	
<b>Grand Total Five Years</b>	<b>\$</b>

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For:

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ALTERNATE BID PAGE:

LD 468: An Act To Provide for a Later Starting Time for High Schools is currently being considered by the Maine State Legislature. If successful, the act would require differentiated bus times (later start) for students at Old Town High School. Please provide a alternate bid should LD468 become law and we are required to transport grades K-8 and 9-12 on separate bus runs.

Signature

Date

For:

### Athletic & Field Trip Pricing

School Year	Price Per Mile	Price Per Hour Wait
2017 - 2018	\$	\$
2018 - 2019	\$	\$
2019 - 2020	\$	\$
2020 - 2021	\$	\$
2021 - 2022	\$	\$

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For:

\_\_\_\_\_

### Driver Hourly Wage

School Year	Regular To & From	Athletic, Field or Other Trips
2017-2018	\$	\$
2018-2019	\$	\$
2019-2020	\$	\$
2020-2021	\$	\$
2021-2022	\$	\$

**APPENDIX C**  
**CONTRACTOR INDEMNIFICATION**

The contractor shall at all times indemnify and save harmless RSU 34 and its officers, agents, board members and/or employees against any and all claims, demands, damages, losses, judgments, costs, worker's compensation payments, litigation expenses and counsel fees arising out of injuries to the person (including death) or damage to property alleged to have been sustained by:

- a. officials, officers, agents and/or employees of RSU 34 or;
- b. the contractor, his subcontractors or material men or;
- c. any other person, whose injuries are alleged to have occurred on or near the work, or to have been caused in whole or in part by the acts, omissions or neglect of the contractor or his sub- contractor or material men by reason of his or their use of faulty, defective or unsuitable work.

The existence of insurance shall in no way limit the scope of this indemnification. The contractor further undertakes to reimburse RSU 34 for damage to property of RSU 34 caused by the contractor, or his employees, agents, subcontractors or material men or by faulty, defective or unsuitable material or equipment used by him or them.

STATE OF Maine:

COUNTY OF:

Signed \_\_\_\_\_  
Contractor

By \_\_\_\_\_  
Name

\_\_\_\_\_  
Street

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Date

Subscribed and Sworn to before me on this

\_\_\_\_\_ Day of \_\_\_\_\_ 20

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

# Bus Routes for Regional School Unit #34 – August 2016

*If changes are made to these routes, notice will be provided by Cyr Bus. All times are +/- five minutes from the time listed. Please have your children out at the end of your driveway or the designated stop. Encourage your child not to roughhouse or play at the bus stop. Make sure that all vehicles are stopped, check with your bus driver, and ALWAYS LOOK BOTH WAYS BEFORE CROSSING ANY ROAD.*

**RUN A** - This bus will cover both secondary and elementary students for Poplar St., Woodland Dr., Beechwood Dr. and Stillwater Avenue from the Bennoch Rd to the Orono Town lines. AM TIMES PM TIMES

Beechwood area (Glenburn) 6:45 3:45

Woodland Drive 7:00 3:35

Poplar Street 7:10 to 7:15 3:15 to 3:30

Bennoch Rd (Kirkland to Stillwater) 7:15 to 7:20 3:00 to 3:10

Stillwater Ave (Bennoch Rd to Orono) 7:20 to 7:25 2:45 to 3:00

Old Town Elementary School 7:30 2:20

Leonard Middle School 7:35 2:30

Old Town High School 7:50 2:40

**RUN B** - This bus will cover Argyle, Southgate Rd, Old Bennoch Rd, and the Bennoch Rd up to the East Coiley Road. AM TIMES PM TIMES

Edinburg Road (Townlines) 6:35 3:55

Edinburg Road (by PD road) 6:40 3:50

Edinburg Road (from PD Rd to Argyle Rd) 6:40 to 6:50 3:40 to 3:45

Argyle Road 6:50 to 7:00 3:30 to 3:35

Southgate Road (Argyle Rd to Bennoch Rd) 7:00 to 7:10 3:15 to 3:25

Old Bennoch Rd 7:10 to 7:15 3:05 to 3:10

Bennoch Rd (from E. Coiley Rd to Rte 116) 7:15 to 7:20 2:50 to 3:00

Old Town Elementary School 7:30 2:20

Leonard Middle School 7:40 2:30

Old Town High School 7:45 2:40

**RUN C** - This bus will cover both secondary and elementary students.

Main Street from downtown Old Town to the Orono & Old Town line. This bus will cover Brunswick St. to Oak Street. AM TIMES PM TIMES

Brunswick St (Bowdoin to Prentiss) 7:26 3:20

Brunswick St. (Prentiss to Oak St) 7:25 2:15

Bowdoin Street (Main to Brunswick St) 7:20 3:10

Main Street (Regency to Orono line) 7:16 3:05

Regency Park 7:15 3:03

Main Street (Bowdoin to Spaulding St.) 7:13 3:00

Main Street (Prentiss St. to Bowdoin St.) 7:12 2:55

Main Street (Willow to Prentiss Street) 7:10 2:50

Main Street (Willow St area) 7:08 2:48

Main Street Middle Street area 7:05 2:47

Main Street & Goldsmith Lane 7:03 2:46

Main Street & Stillwater Avenue 7:02 2:45

Main Street & Brunswick Street 7:00 Start Run 2:45

Leonard Middle School 7:30 2:30

Old Town High School 7:40 2:40

Old Town Elementary School 7:50 2:20

**RUN D** - THIS WILL PICK UP ALL GRADES AT THE SAME TIME. The

stops are arranged so that students do not need to cross the road. Stillwater Avenue, Stillwater Ave. to UMaine Forestry Building, College Avenue, and University Park from College Ave. to Pembroke Drive.

**RSU 34 – SCHOOL TRANSPORTATION SERVICES**

STOPS AM TIMES PM TIMES

Stillwater Ave. (Pembroke to College Ave) 7:10 2:50  
College Avenue (Stillwater to UM Forestry) 7:15 3:10  
College Avenue 7:25 3:15  
University Park (bus stop on NH Ave.) 7:30 3:20  
Drop off at Old Town Elementary 7:35 2:20  
Transfer students for OTHS to Bus A  
Oak Street (7th St. to Brunswick St.) 7:40 2:25  
Perkins Avenue 7:43 2:25  
Lincoln Street (Jefferson to Stillwater Ave.) 7:45 Bus G  
Shelter Lane Area & Abbott Street 7:46 Bus G  
Old Town Elementary School 7:50 2:20  
Leonard Middle School 7:45 2:30  
Old Town High School 7:40 2:40

**BRADLEY ELEMENTARY** AM TIMES PM TIMES

Milford & Bradley Town lines 6:45 2:48  
Spencer’s Market 6:46 3:08  
Boynton Street 6:50 3:30  
Cram Street beyond Deer Park 6:55 3:10  
Baker Lane 7:05 3:15  
Ten Road 7:10 3:20  
Bullen Street 7:20 3:05  
Viola Rand School 7:30 2:30  
Leonard Middle School 7:40 no PM  
Old Town High School 7:45 no PM  
Old Town Elementary School 7:50 2:20

**BRADLEY MIDDLE & HIGH SCHOOL** AM TIMES PM TIMES

Bradley & Eddington Line 6:50 3:35  
Penny Lane (Mailboxes) 7:00 3:30  
Route #178 near Blackman’s Stream 6:55 3:25  
High Point 7:05 3:20  
Route #178 near sand pit 7:10 3:15  
Carterwoods 7:15 3:10  
Cram Street turnaround on Deer Park 7:25 3:05  
Viola Rand School 7:30 no PM  
Leonard Middle School 7:35 2:30  
Old Town Elementary School 7:45 no PM  
Old Town High School 7:50 2:45

**RUN E** - This bus will cover Bennoch Road from the Gilman Falls Ave to the Kirkland Rd., Kirkland Rd., and Spring Street for both Secondary and Elementary students.

STOPS AM TIMES PM TIMES

Littlefield Lane Area 7:05 3:20  
Bennoch Rd (Rte 43 to Sullivan Ln) 7:08 3:18  
Young’s Lane area 7:10 3:15  
Bennoch Rd (Sullivan Ln to Kirkland) 7:13 3:05  
Colonial Circle 7:15 3:05  
Kirkland Rd (beyond Poplar St.) 7:20 3:10  
Spring Street 7:25 2:55  
Old Town Elementary School 7:30 2:20  
Leonard Middle School 7:40 2:30  
Old Town High School ` 7:45 2:45

**RUN F** - This bus will cover East Coiley Rd. Bennoch Rd from East Coiley

## RSU 34 – SCHOOL TRANSPORTATION SERVICES

Rd to Gilman Falls Ave, Gilman Falls Ave, College Ave ext., Fourth Street, from the K of C Hall to Middle Street. French Island, and Center St. to Seventh Street. Elm Street to Stillwater Ave.

STOPS AM TIMES PM TIMES

E. Coiley Rd 7:00 3:25

Bennoch Rd (E. Coiley to Gilman Falls) 7:05 3:20

Gilman Falls (Bennoch Rd to College Ext.) 7:06 3:00

Gilman Falls (College Ave to Fourth St.) 7:10 Alton

Fourth Street to Middle Street 7:15 Alton

Treat & Webster (French Island) 7:20 to 7:25 2:50

Center Street (Front St to Seventh St) 2:46

Leonard Middle School 7:35 2:30

Elm Street & Middle Street 7:40 2:35

Old Town High School 7:45 2:40

Old Town Elementary School 7:50 2:20

**RUN G** - This bus will cover the Hudson Road, west end of the Kirkland Rd, West Old Town Road, and Stillwater Ave from Bennoch Rd to College Ave.

STOPS AM TIMES PM TIMES

Hudson Road by Hirundo 6:40 3:30

Hudson Rd to Kirkland Road 6:40 3:30

Kirkland Road 6:45 3:25

Hudson Rd (Kirkland to Stage Coach) 6:55 3:20

W. Old Town Rd (Stagecoach to Yukon Tundra) 6:55 to 7:05 3:25

W. Old Town Rd (Yukon Tundra to I-95) 7:05 to 7:15 3:15

Stillwater Ave (Bennoch Rd to College Ave) 7:25 2:50

Old Town Elementary School 7:30 2:20

Abbott Street & Shelter Lane no AM 2:23

Lincoln Street no AM 2:23

Jefferson St & Wilson St no AM 2:26

Perkins & Hillard Street no AM 2:27

Leonard Middle School 7:40 2:30

Old Town High School 7:50 2:40

**ALTON ELEMENTARY** - Route #16, Route #43, Tannery Road, Stagecoach Road and the Argyle Road. The Bus will pick up pre-K to twelfth grades from Moulton Lane to the Tannery Road.

STOPS AM TIMES PM TIMES

Moulton Lane 6:40 no PM

Bradford Station Road 6:45 no PM

Argyle Road 6:50 no PM

Tannery Road 6:55 2:55

Route # 43 7:10 2:55

Hirundo (Old Town & Alton Lines) 7:15 2:50

Old Stagecoach Road 7:25 2:45

Route # 16 & I -95 7:35 2:45

Streets Park 7:40 2:43

Dolliff Road 7:45 2:42

Feero's Lane 7:45 2:40

Meet the other bus at the Old Bennoch RD 2:40

Charlie's Lane 7:50 2:43

Cumming's Lane 7:50 2:43

Argyle Road 7:55 2:35

Arrival at the Alton School 8:00 2:30

**RSU 34 – SCHOOL TRANSPORTATION SERVICES**

**ALTON TO OLD TOWN HIGH SCHOOL** - Route #43, Stagecoach Road,

Tannery Road, and Route # 16.

STOPS AM TIMES PM TIMES

Stagecoach Road 6:40 no PM

Tannery Road (PM Rt. #16 side) 6:50 3:10

Moulton Lane 6:40 3:30

Bradford Station Road 6:45 3:20

Argyle Road no AM 3:12

Route #16 7:00 3:10

Charlie's Lane 7:10 3:08

Dolliff Road 7:15 3:08

Street's Park 7:20 3:05

I-95 Area 7:20 3:05

Meet the other bus on the Old Bennoch RD 3:00

Old Town High School (OTHS) 7:30 2:45

Leonard Middle School 7:35 2:30

Old Town Elementary School 7:45 2:20