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Part of the RFP Template for School Bus Services

This is a sample Statement of Work which should be made consistent with any customizations made to the Model Contract and the Model RFP documents. This SOW is then issued as the Statement of Work which is referred to in Article 3.1 of the Template RFP

PPI Consulting Limited
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1. Introduction

The XXX Consortiumⁱ intends to secure Contracts with one or more Proponents for the provision of **Student Transportation Services**. Each Contract will be for a minimum term of **Three Years (3)**ⁱⁱ (consecutive school years), commencing on or about **April 24, 2008**ⁱⁱⁱ. Each Contract shall be renewed automatically for two (2) successive one (1) year terms based on the same (except for rates) terms and conditions¹ as contained in each Contract, unless the Consortium gives written notice to the Proponent of the Consortium's intention not to renew a Contract no later than **April 1st of the fifth**^{ivv} (**5th**) year of the Contract and April 1st of the first year of renewal of a Contract, if applicable.

If the Consortium does not give such written notice, the Contract shall automatically renew. All Contracts shall terminate on **April 24, 2013**^{vi}, unless terminated prior thereto as set out in this RFP and Model Contract.

Proposals are invited from suppliers of Student Transportation Services (the "Services") in accordance with the terms and conditions listed in this RFP, including all attached Appendices.

Model Contract

Proponents should note and must accept that the Contracts which arise from this RFP process will all be in the form noted in the Agreement included as Article **Error! Reference source not found.** of the RFP, **Error! Reference source not found.**

No amendments to the Agreement will be negotiated with any proponent responding to this RFP.

Service Objective

It is the objective of the Consortium to provide safe, efficient, reliable and economical transportation for its students. The Consortium is interested in working with Proponents who will work as partners with the Consortium to provide a level of service that is second to none.

Background^{vii}

The Consortium comprising the School Boards of XXX, YYY, ZZZ^{viii} has been working in a coterminous relationship for the past XX years. The Consortium currently retains operational staff to deal with issues unique to each Board, and a joint transportation planning unit develops and implements routing solutions. Staffs from the Consortium are located at YYYYYYYY. A transportation planning supervisor and staff are employed to facilitate the implementation of a truly Consortium solution. The Consortiums utilize software called VVVVVV to plan, optimize and manage bus routes.

¹ The rates to be used for the extension years may be varied and shall be proposed by the Consortium at the time of offering the extension. Proponents may accept or decline the offer to extend at these rates. If declined, the contract will be subjected to a new RFP process upon expiry.

2. Definitions.

The Proponent's attention is drawn to the Definitions contained in the RFP and in the Model Contract attached.

3. Services

The routes, vehicles and route distances to be covered by this contract are listed below:

Route	Vehicle Type 1 and Total Distance	Vehicle Type 2 and Total Distance	Vehicle Type 3 and Total Distance	Vehicle Type 4 and Total Distance	Vehicle Type 5 and Total Distance
Route A	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total
Route B	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total	Vehicles/Distance total
Route C	64	56	—	—	—
Route D	37	32	91	—	—
Route E	93	35	54	43	—
Additional Routes as needed					

Note that the Consortium shall determine route design; designate locations and times for picking up and discharging students, destinations, student loads, student stop lists, student lists and information and any other information required by the Operator to perform the duties of the contract.

Changes in route design and/or locations for picking up and discharging students shall be determined and communicated by the Consortium to all necessary parties.

The Operator shall provide transportation services in accordance with the above table which will form **Error! Reference source not found.** in the Agreement.

4. Safety Program

Each proponent is expected to have an operational safety program. You will be expected to provide a copy of the program when contracted and should provide a summary of your safety program with the RFP response.

5. Operator Obligations and/or restrictions.

Restrictions and certain obligations are placed upon the Operator in the performance of the Statement of Work. These are clearly enumerated in Article 5.1 through 5.10 of the Model Contract Agreement and your response must indicate acceptance of these obligations and/or restrictions.

6. Insurance Requirements

At a minimum, you must, at the time of contracting, be able to conform to the Insurance Requirements noted in Article 7.1 through 7.4. In response to this RFP, you must provide evidence of your ability to secure the required coverage which, at a minimum, meets the requirements of Article 7 of the Model Contract.

7. Routes and Schedules

The routes and schedules indicated in Article 3 of this SOW are subject to the conditions and rules contained in Article 8 of the Model Contract.

Note in particular that the Article 8.2 of the Model Contract indicates the total number of days service required by the Consortium, which is XXX^{ix} days.

Note also that you are required to perform trial runs as follows: ^x

Indicate trial run requirements here

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 8 of the Model Agreement.

8. Vehicles.

The vehicles to be supplied by the proponent for the performance of the services sought in this RFP must meet all of the requirements noted in Article 9 of the RFP in all respects.

Your attention is drawn to Article 9.3 of the Model Agreement which indicates the maximum and average acceptable age for each class of vehicle bid in response to this RFP.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 9 of the Model Agreement.

9. Drivers

Drivers employed by the Proponent must meet or exceed all of the requirements noted in Article 10 of the Model Agreement at the start of the Agreement and throughout the term of the Agreement.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 10 of the Model Agreement.

10. Administration

The Proponent is to provide administrative services which meet or exceed the requirements indicated in Article 11 of the Model Agreement.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 11 of the Model Agreement.

11. Consideration and Accounting

The practices and procedures to be used by the Consortium and the Proponent are noted in Article 12 of the RFP.

To ensure prompt payment of properly submitted invoices, Proponents must provide all of the information noted in Article 12.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 12 of the Model Agreement.

12. Accident Reporting

Accident procedures are noted in Article 13 of the Model Agreement. You must indicate your concurrence with and acceptance of all of the requirements noted in Article 13 of the Model Agreement.

13. General Conditions of the Model Agreement

Additional and general Contractual Conditions, including:

- Contract Amendments
- Consortium Administration
- Successors
- Confidentiality
- Operators rights to provide services to other boards and
- Dispute resolution

Are detailed in Article 15 of the Model Agreement.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 15 of the Model Agreement.

14. Performance Standards

Proponent performance in the ensuing Agreement will be subject to Performance Standards and remedies which are explained in Article 16 of the Model Agreement.

You must indicate your concurrence with and acceptance of all of the requirements noted in Article 16 of the Model Agreement.

15. Surety^{xi}

If this Agreement is subject to a Surety (see article 17 of the Model Agreement) then the nature of the Surety must be detailed here

Endnotes

- i Change to reflect the name of the Consortium or Consortium(s)
- ii Insert the number of years for the Agreement
- iii Insert the start date for the Agreement
- iv Amend this date to indicate the notice date in the final year of the Agreement
- v This year number must be changed to reflect the number of years that the agreement will run
- vi Insert the termination date for the Agreement
- vii The wording of this paragraph is a suggested content only. Each Consortium should consider and develop an appropriate wording here.
- viii Insert the names of the School boards which comprise the Consortium and amend this summary history as appropriate.
- ix Indicate the number of service days, break this down, for clarity so that all “dubious” days (Family Days and or other special days and holidays) are noted for inclusion or exclusion.
- x If trial runs are to be included by the Operator in the RFP bid and in the subsequent contract, state the exact requirement here.
- xi If this Agreement is subject to a Surety (see article 17 of the Model Agreement) then the nature of the Surety must be detailed here