VOLUME II –SCOPE OF SERVICES & SPECIFICATIONS – SCHOOL TRANSPORTATION SERVICES

1. Objective of the SERVICES

The French School "Lycée Louis Massignon" (CLIENT) offers its students a school transportation service in accordance with the 2021-2022 school calendar. This school transport service will be provided by the SERVICE PROVIDER.

The SERVICE PROVIDER shall take all the necessary measures in order to ensure the sustainability of the SERVICES and to contribute to its development by informing all the measures that should be taken to improve the school transport services entrusted to it.

2.Scope of the SERVICES

The SERVICE PROVIDER's performance of the SERVICES is in full conformity with the law and the accepted Department of Transport (DOT) and ADEK (Abu Dhabi Education and Knowledge) rules and specifications and CLIENT rules and regulations.

Transportation services must be provided daily, as part of the school calendar, according to a trip defined in advance between the CLIENT and SERVICE PROVIDER. This trip may be modified by the CLIENT in case of necessity (adaptation to the traffic plan, works, deviations ...). The SERVICE PROVIDER shall be responsible of optimizing the bus circuit and may suggest modifications that must have obtained the written approval of the CLIENT before their application. The working hours of the CLIENT served shall be respected (see appendix 2). They may be evolved according to the necessities (decision of the School Board, works ....)

The SERVICE PROVIDER undertakes to implement the equipment, small and large buses in accordance with the applicable legislation.

In the case of a significant increase or decrease in the number of students benefiting from the transportation service during the year, the SERVICE PROVIDER will have to adapt to the requirements of the needs.

The SERVICE PROVIDER shall provide buses adapted to local regulations, drivers and chaperones (exclusively females). The performance of these SERVICES shall revolve around several circuits: The school calendar is provided to the SERVICE PROVIDER in the month of July preceding the beginning of the academic year in September.

The transport must be carried out under normal conditions of regularity, cleanliness, safety and speed.

3.Vehicle characteristics

The SERVICE PROVIDER shall provide the buses used to transport students.

All used buses shall be the property of SERVICE PROVIDER.

The buses must comply with the applicable laws and regulations in force (see Appendix 1, School Bus General Specifications Checklist).

The SERVICE PROVIDER shall also provide a rescue bus, ready at any time in case of breakdown or accident of another vehicle.

The SERVICE PROVIDER undertakes to provide the number of seats provided in the contract; all passengers must be transported seated. Children under 4 years old must be seated on a specific seat.

The SERVICE PROVIDER shall ensure that the vehicles requested by the CLIENT are able to ensure the school circuits according to the proposed vehicle loading gauge.

The SERVICE PROVIDER shall be responsible for the conformity, maintenance and condition of the vehicles.

The SERVICE PROVIDER must ensure the maintenance of vehicles in perfect condition: lighting, painting, condition, seats and seat belts, braking system, tires, air conditioning system, first aid equipment etc ....

The SERVICE PROVIDER may implement a system of global positioning by smart phone.

The vehicles must at least be swept every day before commissioning and cleaned externally once a week.

4. Daily transportation, school trips and personal transportation

The SERVICE PROVIDER shall ensure the daily transportations of the students according to the school calendar and the needs of the CLIENT.

For kindergarten pupils, the transportation shall be done on dedicated buses. The transport of kindergarten pupil on buses used by older students shall only be carried out in distant destinations, and after the family's signed approvals. The round-trip services shall be performed according to the same trips.

For other students, from elementary school to high school, a unique service is provided in the morning and the number of buses for a student arrival at the school between 7:30 and 7:40 am.

For the return, departures shall begin at 01:00 pm (priority shall be given to primary students), then at 03:00 and 05:00 pm.

As part of the educational trips with students, the CLIENT shall benefit from the provision of 2 buses by SERVICE PROVIDER. These are used primarily by the secondary school. The SERVICE PROVIDER shall invoice fuel consumption.

If both buses are used (time of the school bus exceeded), the CLIENT shall rent buses and drivers from the SERVICE PROVIDER at the rates granted and mentioned in the price list.

The latter shall carry out a monthly invoicing.

As part of continuous training, missions and institutional events, the CLIENT shall:

- Rent additional bus provided by the SERVICE PROVIDER,
- Short term rental provided by the SERVICE PROVIDER

5. Staff

The SERVICE PROVIDER shall hire, pay and manage independently his employees, thus keeping the CLIENT free of all related social, fiscal and legal charges and obligations.

Particularly :

- The SERVICE PROVIDER undertakes to provide enough staff to ensure the optimal service performance.
- The staff must be trained in safety rules and more generally ensure to prevent all causes of accidents or mitigate their consequences if occurred.

More particularly, it shall pay full attention to the following points:

- Respect of the general regulations concerning the transport of persons
- Respect of the Driving Code,
- Respect of the legislation concerning the transport of persons
- The Staff should have a enough level of English to ensure good communication.
- The staff shall have a mission of service. The reception of the passengers must be adapted to the public (children) and benevolent (smile and politeness formulas to respect).
- The staff shall also participate in the collective mission of education of the children, in the same way as the other staffs of the CLIENT.

The staff shall:

- Be able to handle conflict and emergencies situations such as evacuation of the bus by aiding students,
- Show respect and courtesy to accompanying agents.

It must also report to the CLIENT any problem of discipline from the students according to the deadlines defined in this document as well as any deterioration of the material the following day.

In the event of an incident, the driver must immediately alert the CLIENT's transport agent.

- The SERVICE PROVIDER shall provide its staff with all the work uniforms necessary for the accomplishment of their tasks. These uniforms shall be approved by the DOT for drivers and supervisors.

- The SERVICE PROVIDER undertakes to ensure the continuity of the SERVICE even in case of absence of its staff and during the holidays in accordance with the calendar of the CLIENT.
- The SERVICE PROVIDER shall check the state of health of its staff. It shall make all the arrangements in cases where the state of health of its staff is not compatible with the exercise of the school transport.
- The driving staff must always be reachable by their operating manager and vice versa in order to ensure responsiveness and efficiency in the day-to-day operation of the services.

The estimated hours of performance of the services (beginning and end) are indicated in APPENDIX 2

During the execution hereof, and in order to allow and / or modify the performance of the school bus service (s), certain hourly adaptations may:

- be brought by the CLIENT,
- be proposed by SERVICE PROVIDER and validated by the CLIENT.

The bus stop stations will be validated by the CLIENT. The SERVICE PROVIDER can carry out reconnaissance tours and propose certain adaptations of location of bus stop stations during the period hereof.

The adaptations and modifications must be validated by the CLIENT.

No additional station or complacency should be implemented without the approval of the CLIENT.

The staff shall be bound to inform the CLIENT of any danger related to the safety of school buses or trips of which it is aware.

6. Rights and obligations of the CLIENT

The CLIENT shall precisely describe its needs to SERVICE PROVIDER. The CLIENT shall send the annual school calendar and particularly detail the operations at the beginning and end of the academic year.

The CLIENT uses the CLIENT's transport coordinator as well as 2 drivers.

The transport coordinator, assisted by the 2 drivers of the CLIENT and the dedicated SERVICE PROVIDER interlocutor, shall manage the route of the bus lines.

The CLIENT's transport coordinator shall be responsible for the daily liaison with the families as well as the organization of the educational trips and the transport of personnel (see Article 4)

The CLIENT shall affirm the utmost importance that it grants to the safety of the transported students and the staff, and to the respect of the following essential rules:

- Technical visits of vehicles,
- Compulsory use of the seatbelt
- Distress signal,
- Availability of a fire extinguisher,
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The CLIENT will ask the SERVICE PROVIDER to provide monthly and annual data (Counting the number of students for each trip, incidents, etc ...).

The CLIENT may prepare and keep up to date the data, making it possible to follow the frequentation and the quality of the service rendered to the passengers, and shall inform the SERVICE PROVIDER about the principal evolutions detected on the services which are entrusted to it.

The CLIENT reserves the right to have the vehicle authorities in the SERVICE PROVIDER Park inspected by the vehicle authorities without prior notice. The latter may not object that.

Control of Performed Services

The CLIENT may carry out checks at any time on all or part of the SERVICES performed by SERVICE PROVIDER. The latter may not refuse the. The purpose of these checks is to verify that all the requirements and obligations incumbent upon SERVICE PROVIDER and set out in these specifications are met.

The person in charge of these controls shall be made known to the SERVICE PROVIDER.

7. Rights and obligations of the SERVICE PROVIDER:

The SERVICE PROVIDER shall provide the school transportation services according to the pickup points indicated as stop (see APPENDIX 2). The SERVICE PROVIDER shall oversee optimizing bus routes.

The SERVICE PROVIDER must respect the obligations resulting from the legislation applicable to school transport, such as the yellow color and the surveillance camera system.

The SERVICE PROVIDER must inform the CLIENT of the evolution of the legislation and the regulations relating the safety.

Any change to be made to the vehicles will be the responsibility of SERVICE PROVIDER.

The vehicles must comply with the regulations in force regarding the technical inspection of vehicles.

The SERVICE PROVIDER must leave all facilities to carry out the controls requested by the CLIENT.

In general, the SERVICE PROVIDER will take care to prevent all the causes of accidents or to mitigate their consequences if they occur.

In particular, the SERVICE PROVIDER should pay attention to the following points:

- Compliance with the general regulations governing the transport of persons (see Appendix 1) and bus safety and hygiene measures required from ADEK.
- Respect for the Highway Code

The SERVICE PROVIDER shall be subject to the approval of the local authorities. The latter is annexed to the CONTRACT signed by the Department of Transport (DOT), Abu Dhabi Emirates School Bus Regulations) will be provided as an annex to the CONTRACT and must be given at each renewal of the CONTRACT.

The SERVICE PROVIDER must hold a valid commercial license.

For all SERVICES, the SERVICE PROVIDER undertakes to provide a maximum level of reliability in the performance of the service by:

- The provision of a usual driver,
- The presence of a waybill in the vehicle indicating the route to be followed, the stations and schedules to be respected,
- The cleanliness inside and outside the vehicle
- The good general condition of the vehicle (maintenance and equipment of the vehicle)

The SERVICE PROVIDER must send in writing to the CLIENT the effective load recorded on each circuit to avoid any excess in school buses that may jeopardize the safety of the transported students. During the academic year, any excess number of students found on school circuits must be reported to the CLIENT in writing immediately.

The number of students in the SERVICE PROVIDER transport chaperons is strictly forbidden.

The SERVICE PROVIDER must communicate the list of drivers in service and their assignment. It shall be held responsible for the quality of his drivers' service.

The SERVICE PROVIDER undertakes to ensure the validity of the driving licenses of its staff and other regulatory training, to provide a copy of driver's license, as soon as the contract enters into force.

The SERVICE PROVIDER shall be bound to respect its obligations in terms of the training of Drivers and chaperons.

The SERVICE PROVIDER shall send all the documents necessary for the accreditation of all the supervisors to ADEK (Abu Dhabi Education and Knowledge).

The SERVICE PROVIDER undertakes in the management system for the maintenance of the vehicles put into service in order to guarantee the safety, the comfort of the trips but also the regularity (schedules) of the services regarding the transmitted waybills.

After the notification of the contract, and at the latest 10 days before the effective start of the services, the SERVICE PROVIDER shall provide the copies of the last minutes of technical control.

7.1 Management of breakdowns and incidents

The SERVICE PROVIDER shall be bound at least to inform the CLIENT within thirty (30) minutes of any bodily and / or equipment injury occurred during the transportation of students entrusted to it.

The SERVICE PROVIDER undertakes to report in a precise way to the CLIENT the nature of the incidents which prevented the normal progress of the service, within thirty (30) minutes.

Particularly, the SERVICE PROVIDER shall report work and obstacles to traffic disrupting traffic.

In the event of a complaint from a user, the SERVICE PROVIDER must provide clarification to the CLIENT regarding the reason for the disruption.

7.2 Picking up and Dropping Off Students

The SERVICE PROVIDER is required to pick up of and drop off the students at the stop stations fixed in the contract, without making any modification except express request of the CLIENT.

In particular, it shall ensure that the conditions for picking up and dropping off the students do not pose an immediate threat to their safety.

The drop off of the students shall be made on the zones arranged for this purpose. The SERVICE PROVIDER must conform to the surroundings of the CLIENT's establishment and the CLIENT's instructions in terms of parking and traffic.

7.3 Discipline

The driver must report to the CLIENT, in case of indiscipline of a student holding a school card, the offenses committed and the identity of the person responsible, for any useful consequences.

Any deterioration caused by students inside a school bus, if they are minor, shall be the responsibility of their parents, or if they are major, their own responsibility.

The responsibility of the CLIENT will in no case be claimed by SERVICE PROVIDER.

In case of repeated indiscipline of a student, the driver must report to the CLIENT through a Communication Card.