

Eastern York School District

120 S. Third Street
P.O. Box 150
Wrightsville, PA 17368
(717) 252-1555

REQUEST FOR PROPOSAL (RFP) DATED FEBRUARY 6, 2018

The Eastern York School District (EYSD) invites qualified proposers to submit proposals for:

CONTRACTED PUPIL TRANSPORTATION SUBMISSION OF PROPOSALS

The proposer shall submit six (6) copies (1 original, 5 photocopies) of the completed proposal in a sealed envelope clearly marked:

“EYSD TRANSPORTATION PROPOSAL 2018.”

Additionally, the proposer shall submit an electronic copy of the completed proposal.

**Proposals are due by 10:00 AM, prevailing time, on
Friday, March 9, 2018.**

Proposals received after this date will not be considered.

Mail or deliver proposals to the following address:

Eastern York School District
Attention: Teresa Weaver, Business Manager
120 S. Third Street
P.O. Box 150
Wrightsville, PA 17368

TENTATIVE SCHEDULE

Initial Review of Proposals – Early March
Conduct Interviews with Proposers, if necessary – Mid March
Review Committee Recommendation (tentative) to Board – End of March
Contract Awarded (tentative) by Board – April 17, 2018

Eastern York School District Transportation RFP

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The undersigned hereby proposes to furnish school bus transportation for the Eastern York School District as per the prices quoted on the attached proposal pages (the "Proposal"). The undersigned certifies to have read and fully understand the specifications, and based upon such, offers to furnish the services in exact accordance with the specifications and at the prices quoted. The undersigned further certifies that all information provided as part of the Proposal is true and correct.

SIGNER'S NAME: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

US DOT - Federal Motor Carrier Safety Administration NO.: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

CONTACT: _____

PHONE: _____

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DATE: _____

PROPOSED PRICES (BASE PRICE) FOR “DAILY RUNS” AS LISTED ON SCHEDULE A (the “Cost Proposal”):

YEAR 1 (2018-2019)

Bus Public Transportation	\$ _____ per run per day
Bus Non-Public Transportation	\$ _____ per run per day
Mini-Bus Public Transportation	\$ _____ per run per day
Mini-Bus Non-Public Transportation	\$ _____ per run per day
Van Special Needs Transportation *	\$ _____ per run per day
Athletic/Field Trip Transportation (hourly)	\$ _____
Athletic/Field Trip Transportation (per mile)	\$ _____
Van Rental (extra/co-curricular)	\$ _____

* The District shall have the ability to select another vendor to provide special education transportation, including the LIU.

Eastern York School District Transportation RFP

YEAR 2 (2019-2020)

Bus Public Transportation	\$ _____	<u>per run per day</u>
Bus Non-Public Transportation	\$ _____	<u>per run per day</u>
Mini-Bus Public Transportation	\$ _____	<u>per run per day</u>
Mini-Bus Non-Public Transportation	\$ _____	<u>per run per day</u>
Van Special Needs Transportation *	\$ _____	<u>per run per day</u>
Athletic/Field Trip Transportation (hourly)	\$ _____	
Athletic/Field Trip Transportation (per mile)	\$ _____	
Van Rental (extra/co-curricular)	\$ _____	

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Eastern York School District Transportation RFP

YEAR 3 (2020-2021)

Bus Public Transportation \$ _____ per run per day

Bus Non-Public Transportation \$ _____ per run per day

Mini-Bus Public Transportation \$ _____ per run per day

Mini-Bus Non-Public Transportation \$ _____ per run per day

Van Special Needs Transportation * \$ _____ per run per day

Athletic/ Field Trip Transportation (hourly) \$ _____

Athletic/ Field Trip Transportation (per mile) \$ _____

Van Rental (extra/co-curricular) \$ _____

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YEAR 4 (OPTIONAL) (2021-2022)

Bus Public Transportation	\$ _____	per run per day
Bus Non-Public Transportation	\$ _____	per run per day
Mini-Bus Public Transportation	\$ _____	per run per day
Mini-Bus Non-Public Transportation	\$ _____	per run per day
Van Special Needs Transportation *	\$ _____	per run per day
Athletic/Field Trip Transportation (hourly)	\$ _____	
Athletic/Field Trip Transportation (per mile)	\$ _____	
Van Rental (extra/co-curricular)	\$ _____	

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YEAR 5 (OPTIONAL) (2022-2023)

Bus Public Transportation \$ _____ per run per day

Bus Non-Public Transportation \$ _____ per run per day

Mini-Bus Public Transportation \$ _____ per run per day

Mini-Bus Non-Public Transportation \$ _____ per run per day

Van Special Needs Transportation * \$ _____ per run per day

Athletic/Field Trip Transportation (hourly) \$ _____

Athletic/Field Trip Transportation (per mile) \$ _____

Van Rental (extra/co-curricular) \$ _____

* The District shall have the ability to select another vendor to provide special education transportation, including the LIU.

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SPECIFICATIONS

SCOPE

The Eastern York School District (the “District”) is a rural community located in Eastern York County in South Central Pennsylvania. The District encompasses approximately 54 square miles and is comprised of 6 municipalities: East Prospect Borough, Hallam Borough, Hellam Township, Lower Windsor Township, Yorkana Borough and Wrightsville Borough. The area is primarily residential.

The District currently operates three elementary schools (K-5): Canadochly Elementary, Kreutz Creek Elementary and Wrightsville Elementary; a middle school (6-8) and a high school (9-12) (each is a “School” and collectively the “Schools”). Current Enrollment is 2,516.

Under the provisions of Act 372 of 1972 and applicable case law, the District provides transportation for resident students that attend non-public schools located within the District’s boundaries and up to 10 miles beyond, which does encompass schools in both York and Lancaster Counties.

STATEMENT OF PURPOSE

The Proposer that is selected by the District, by and through the Eastern York School District Board of Directors (the “Board”) enters into a contract with it, and then supplies the transportation services shall be referred to as the Contractor.

The transportation of Eastern York School District students is a specialized function. The essence of any student transportation contracted service is that the students be transported to and from School regularly, promptly, safely and without interruption or incident. The children’s interest in transportation takes precedence over the interest of either the Contractor and its drivers or the District. The primary obligation of the Contractor is to operate its affairs so that the District shall be assured of continuous, reliable, and safe service. For the protection of our children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places, and the Contractor accepts, full responsibility of assuring such qualities in personnel. Therefore, all required security clearances, background checks, driving records and employment history reviews shall be satisfactorily completed, and thereafter updated, in accordance with law.

Under the proposed service agreement (the “Contract”), the Contractor shall be responsible for all aspects of pupil transportation service, subject to the approval of the District. As such, the Contractor must have the management expertise; the necessary regular and substitute drivers;

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vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these Specifications. It will be the responsibility of the Contractor to have its staff trained in the use of the District's transportation routing software so that they may assist with all routing functions. By submitting a Proposal and accepting a contract, the Contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these Specifications.

GENERAL INSTRUCTIONS TO PROSPECTIVE CONTRACTORS

The following instructions describe the conduct of the Proposal process and assumptions that the Contractor is expected to and shall have made in the preparation of its Proposal.

A. FORM OF PROPOSAL

All Cost Proposals must be submitted on forms that are supplied with this Request for Proposal (RFP) or a facsimile of the supplied forms. Alternate submissions of cost data will be returned to the Contractor for proper completion and will be considered as irregular. It is understood that the Board may, at its discretion, reject a proposal on these grounds.

B. PRE-SUBMISSION INQUIRIES

Prospective contractors may submit questions or requests for information in writing by **February 23, 2018**.

In the case of communications outlined in this subsection "received" also means postmarked. E-mail communications will be accepted at tweaver@easternyork.net. Telephone conversations will not be considered as a communication within the meaning of this paragraph.

Written responses to any Proposer questions or requests will be distributed to all prospective contractors by **March 1, 2018**. The District will make a good faith effort to provide all relevant information, but reserves the right to reject any request if considered to be extraneous, irrelevant, or burdensome.

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C. SUBMISSION DATE AND TIME

All Proposals submitted in response to this RFP must be sealed in an envelope clearly marked “EYSD TRANSPORTATION PROPOSAL 2018” and addressed to Teresa Weaver, Business Manager. **Deadline for receipt is March 10, 2018, at 10:00 o’clock am prevailing time at the Eastern York School District Administration Center, 120 S. Third Street, P.O. Box 150, Wrightsville, PA 17368.**

The District intends to conduct the receipt of Cost Proposals in response to this RFP with the similar rigor as if the process were a formal bid. There must be no question as to whether one contractor becomes aware of another contractor’s price proposal in advance. For this reason prospective contractors are encouraged to hand-deliver proposals on the final day of submission and remain for the formal opening and reading. No consequence will accrue to a contractor who chooses not to accept this opportunity. Proposals will also be accepted by mail, private delivery services, or hand delivery at any time prior to the opening. Deliveries of Proposals after the deadline for receipt will not be accepted. Within the context of this paragraph a postmark is of no consequence. Submission of a proposal by facsimile, email or phone will NOT be accepted at any time.

D. PUBLIC READING OF COST DATA

Proposals will be opened and read in public at the submission date and time. Upon request, copies of the completed price Proposal forms will be made and distributed following the opening at the convenience of the District. It is understood that the opening will be public and that members of the public and the press may be present. Copies of price Proposal will be mailed upon written request. Copies will be provided at a cost of \$.25 per page.

E. REVIEW AND AWARD

It is the intention of the Board to announce an award at a regular meeting of the Board on April 17, 2018. This is an aggressive timetable, which the Board hopes to follow. It would not be unusual for the Board to postpone a final decision about a matter of this magnitude because of a need for further analysis or consideration. For this reason, submitted Cost Proposals must be valid and shall not be withdrawn for a minimum of 75 days following the submission date. The District will notify all Proposers in writing when a final decision is made.

F. ADDITIONAL SUBMISSIONS

As a public entity concerned with the responsible disbursement of taxpayer funds, cost will be an important consideration in making the award. It is understood, however, that this will not be the

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only consideration. Many other factors will contribute to a decision about a transportation Contractor, including, but not limited to experience, skill, reputation and successful performance for nearby school districts. Award will not necessarily be made to the lowest quote. So that the Board can make an informed judgment and evaluation about each Contractor, submissions other than the Cost Proposal form are required. Submission requirements and dates are the same as for the Cost Proposals. This category of information will not be routinely copied and given to participants. Requests for copies of supplemental information will be treated as request for information under Board Policy and will require a specific written request. Copies will be provided at a cost of \$.25 per page.

It is understood that all Contractor submissions will be a part of the public record unless clearly marked otherwise and legally permissible. In the latter circumstance, the District will respect the wishes of the prospective contractor and the material will not be distributed unless the District is advised in writing by the District Solicitor that release of such information is a requirement of law. It is understood that prospective contractors accept this right to know on the part of the public and the District's responsibility to comply. In any case, it is the right of the public to inspect all supporting submission of the awarded Contractor, except for matters not subject to disclosure under the Right-to-Know Law.

G. AMBIGUOUS LANGUAGE OR CLARIFICATION

As noted in General Instructions, there is opportunity for each Contractor to request clarification of specific items in the RFP or of general conditions and expectations. If a Contractor does not request clarification, it shall be assumed that it clearly understood the requirements of the Specifications and shall accept the District's interpretation of the Specifications after the submission date and signing of the Contract.

H. It is understood that the District is not responsible for the Proposal or preparation cost incurred by any Contractor associated with the development of a response to this RFP.

I. The District will make a fair evaluation of all submitted proposals that comply with the instructions and requirements of the RFP. Basic to a fair evaluation is the presumption that all Contractors quoted on the same general level and quality of service. A considerable effort has been expended to conduct this process on a level playing field. To this end, the District has established minimum and required levels of service. It is the intention of the Board that all contractors will meet the listed minimum or specific standards. Where the level of service or performance standard is quantifiable and the Contractor proposes to exceed the listed standard, the Contractor should so note and the Board may consider this circumstance in its determination of the value of the Proposal. The weight that the Board applies to this and other factors is at its sole and total discretion.

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GENERAL SPECIFICATIONS FOR STUDENT TRANSPORTATION

1) SCOPE OF SERVICES

The District intends to have provided transportation of public, parochial, private, and certain special needs students, as required by law, by the use of Contracted Services. The schedule for services will be as established by the School calendars of the respective entities, which may vary from year to year. The District reserves the right to provide services or contract with other parties for additional needs if it is economically beneficial to do so.

2) BASIS OF QUOTATION

The basis of this RFP is the District Transportation system generally as it exists in 2017-2018. For additional reference, the following documents are relevant to the quotation and are provided/noted as appendices.

- i) This Request for Proposals (RFP)
- ii) Invitation to Respond to the RFP
- iii) The current relevant policies of the District (posted at <https://www.boarddocs.com/pa/eyrk/Board.nsf/Public>)
 - (1) 206 – Assignment Within District
 - (2) 207 – Confidential Communication With Students
 - (3) 806 – Child/Student Abuse Reporting Requirement
 - (4) 810 – Transportation
 - (5) 810.1 – Transportation - Video/Audio Recording
 - (6) 818 – Contracted Services
- iv) Schedule A - 2016-2017 Bus Route Mileage Report
- v) Schedule B - 2016-2017 Representative High School Athletic and Extra-Curricular Schedule

3) ALL INCLUSIVE NATURE OF THE PROPOSAL

It is understood that all of the documents that are a part of this Proposal package, as well as subsequent bulletins, shall be considered to be a part of the Contract.

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4) **EFFECT OF SUBSEQUENT LEGISLATION**

Financial and operational implications of legislation that becomes effective subsequent to submission of the Proposal involving the operation of equipment, site, or relating to employee matters shall be the sole operational and financial responsibility of the Contractor. Matters that affect the level (i.e., number of vehicles and mileage to be paid for) of required student transportation services will be the responsibility of the District.

5) **FAMILIARIZATION**

Contractor is required to examine the entire RFP, including the Specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of Schools, including entrance driveways and exits, and with all other facts pertinent to the performance of the transportation services. When making a Proposal, it shall be deemed that the Contractor understands all aspects of the services to be provided, based upon the documents, its independent investigation and its experience.

6) **OFFICE SPACE AND TERMINAL FACILITIES**

Contractor is required to provide a transportation office and a terminal facility within the District's boundaries. If the Contractor does not have a current facility meeting this requirement, and it cannot be fulfilled by the start of the contract, July 1, 2018, the District requires the Contractor to submit a detailed plan with a reasonable timeline, to meet this requirement. The absence of such office and facilities shall not be permitted to adversely affect the provision of transportation services while the plan is being implemented.

7) **MANAGEMENT OF EMPLOYEES**

Personnel furnished by the Contractor to perform the functions specified in the Contract shall be employees of the Contractor. The Contractor shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other taxes and deductions relating to the employment of such employees. The Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the Contract.

Contractor is fully and solely responsible as an employer for its compliance with all local, state, and federal laws and regulations.

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8) SUPERVISION

- a) Contractor shall provide a qualified supervisor and staff of employees. The supervisor shall be trained and experienced in the supervision of school bus and van drivers. The Contractor's supervisor shall cooperate fully with the District's Pupil Services Specialist and/or Business Manager and/or designee.
- b) Contractor shall make the supervisor and staff available to the District for community-related inquiries and upon request and advance notice of the District. Availability of the supervisor and staff will occasionally be required outside of regular business hours.
- c) Contractor shall furnish such reports as may be required and at the times designated by the District or its designated representative. The Contractor agrees to provide the Pupil Services Specialist with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to, valid school bus driver licenses, physical examination cards, criminal background checks and driving records.
- d) Contractor is responsible for the behavior and actions of its employees, particularly with regard to adherence to the transportation policies and regulations of the District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the Contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the District, serve as cause for the termination of the Contract, and/or immediate removal of the offending driver(s).
- e) Contractor shall provide a mechanism acceptable to the District with which to receive complaints and concerns regarding its provision of service to students in the District. Contractor shall respond to all such concerns and complaints within 48 hours of receipt, shall take reasonable action to address such concerns and complaints, and shall copy the District on all responses. If the District prefers that such responses be directed to only the District, it shall notify the Contractor of such procedure.
- f) Contractor shall provide a process acceptable to the District with which to receive day-to-day communication from the District including, but not limited to, inquiries, requests, directives, and reservations. These may come in the form of phone calls, emails, or facsimiles from the District's Pupil Services Specialist or other designated District employees. Contractor shall respond to all such non-emergency communication within 24 hours. Emergency communication will require an immediate response.

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9) DRIVERS

It is the intention of the District to contract for the transportation of public, private, charter and special needs school students on each School day as established by their respective calendars. The Contractor shall be responsible for providing drivers, for managing drivers, and for furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned athletic and field trips.

Every school bus driver shall be approved by the Board after properly being listed and submitted to the District as required in paragraph (d) below, along with Contractor's certification of compliance with the requirements herein and recommendation for approval.

- a) Every school bus driver provided by the Contractor shall meet all regulations, presently in existence or implemented over the term of this Contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations, which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.
- b) Drivers will have physical examinations provided at the expense of the driver or Contractor.
- c) Mandatory drug testing and approved random testing programs, as specified by state and federal laws, are required to be performed at the expense of the Contractor. Drivers shall be required to undergo mandatory drug and alcohol testing at the expense of the Contractor when a school bus or van accident occurs. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the District.
- d) The Contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, driving records, and certificates of school bus instruction to the District by **August 1** of each school year under the Contract, throughout the school year as drivers' cards and certificates are renewed, and prior to the start of service by new drivers. Additionally, the Contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) and any other necessary clearances to the District for all personnel involved in the Contract, including, but not limited to, all drivers, before drivers are allowed to transport students. All criminal clearances must be renewed every (5) years in

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a manner consistent with applicable law. The District will not be responsible to pay for any such training or be obligated to pay for Contractor's drivers' clearances.

- e) Any loss of driver licenses, traffic violations, arrest of or criminal charges against a driver (including, but not limited to, DUI) shall be reported to the District immediately. The Contractor will fully comply with Act 168, 24 P.S. & 1-111.1 and conduct employment history reviews consistent with the law.
- f) Both regular and substitute drivers shall be assigned as **consistently** as possible to the same bus run for the purpose of route familiarization and pupil control. It is the expressed desire of the District that the rate of driver turnover be minimized to the fullest extent possible.
- g) The District retains the right to evaluate the drivers and all other personnel employed by the Contractor for the performance of the Contract by any and all reasonable means.
- h) The Contractor shall comply promptly with a request by the District to remove any school bus driver who, in the District's opinion, is not qualified to operate a school bus, cannot properly manage students, or is otherwise unacceptable, or remove any other personnel employed by the Contractor who is not performing up to District expectations.

10) LICENSES

The Contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such licenses shall be the sole responsibility of the Contractor or the drivers under its employ.

11) VEHICLES PROVIDED

- a) School buses and all other vehicles used in the performance of the Contract (collectively the "Vehicles") shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses (Type A vehicles) shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police. Type B and C school Vehicles shall conform to the standards of the Bureau of Traffic Safety. All Vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.

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- b) The Contractor shall provide a sufficient amount of spare buses and vans on its facility in the amount of 10% of the regular bus and van fleets for breakdowns, preventative maintenance, accident-damaged Vehicles, athletic trips and field trips. Under no circumstances shall the number of spare buses be less than three.
- c) The Contractor agrees to provide all Vehicle maintenance and repairs on all buses, cars, and vans utilized under the Contract at its own cost.
- d) The Contractor shall furnish daily interior cleaning of the Vehicles. Exterior cleaning shall be done at least twice a month, beginning in August and continuing through June. Vehicle windows must be clean and clear, and Vehicle numbering must be visible at all times, including when utilizing a spare bus. The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the Contract. Under no circumstances may an unsafe Vehicle be used to transport students. The Contractor shall maintain on file the completed inspection sheets and submit copies of the sheets on demand to officials of the District when requested.
- e) The District retains the right to inspect at any time any of the Vehicles to ensure safety and Contractual compliance.
- f) All school buses assigned to regular daily routes by the Contractor shall be no older than twelve (12) years, with the average fleet age not to exceed seven (7) years at any time. All vans to be utilized by the Contractor shall be no older than twelve (12) years from the date of manufacture. Buses older than twelve (12) years may be retained for use as spare buses, if designated as such at the start of the school year. The Contractor is to provide a minimum of 10% of the regular bus and van fleets as spare buses/vans as backup units for breakdown, preventative maintenance and accident-damaged buses. The Contractor will also supply a reasonable number of additional buses to provide for special services, such as District School activities, athletic trips and field trips. Daily use of spare buses will be kept to a minimum and the Pupil Services Specialist will be notified by e-mail or telephone.
- g) If the funding formula for transportation reimbursement from Pennsylvania Department of Education (PDE) is significantly changed, including examples where bus age becomes irrelevant to the formula, the Contract may be opened between the District and Contractor for the sole purpose of renegotiating rates based on bus age or any other significant change to the PDE transportation reimbursement formula.

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- h) It is understood and agreed by both parties that the Contractor, when engaged in one, two or three hour delays for the start of classes, shall use the extra time to prepare the Vehicles for service. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts.
- i) All buses will be parked overnight at the Contractor's bus terminal facility. No buses will be permitted to park overnight at any other locality, including, but not limited to, a driver's residence, without previous permission from the District and only if additional miles are not incurred. Buses may be parked, with previous permission from the District, at safe locations between morning and afternoon runs only if the location does not add additional miles. The Contractor's supervisor shall be responsible for all buses to be on time at the first stop of each route each school day.
- j) The Contractor shall be required to provide buses and drivers to any or all Schools of the District in the event of an emergency evacuation. As much notice as possible will be given to the Contractor to assemble staff for the provision of evacuation transportation.

12) SAFETY PRECAUTIONS

The Contractor shall require all drivers to comply with the following safety precautions:

- a) All traffic regulations shall be observed at all times.
- b) Each driver is expected to remain with the bus at all times when the bus engine is running whether at a School building or stopped elsewhere.
- c) The speed of a vehicle shall, at all times, be consistent with the safety of the passengers and shall, at no time, exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Motor Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed, with proper control, at all times.
- d) Each driver shall use the greatest care to guard the children, prevent overcrowding, and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the building principal using the School Bus Incident Report form provided by the Contractor.
- e) All children riding on the buses must be transported to their designated stops unless they have previous approval by the building principal. Kindergarten students may not be

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dropped off at stops unless an adult is present; otherwise, the children will be returned to the School Offices.

- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the “Approved School Bus Sticker.”
- g) There shall be no eating (food and/or drinks) in any of the Vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the buses or on School property is prohibited at all times. Contractor will enforce District policies, including the requirement that there is no smoking or other use of tobacco products allowed at any time on school buses used in the District.
- h) Each driver is expected to use a system similar to the Child Check-Mate System, at the Contractor’s expense, to ensure that no children are left on the bus.
- i) Contractor agrees to routinely perform vehicle mirror checks to optimize bus safety.
- j) In the event the District would institute any additional safety standards for the transportation of students, the successful Contractor agrees to install or implement such safety enhancements, at the Contractor’s expense.

13) **FUEL**

The Contractor shall use the motor fuels provided by the District for the performance of the Contract. Fuel furnished by the District shall be used exclusively for transportation of the District’s pupils pursuant to the terms and conditions of the Contract and shall not be used for any other purpose whatsoever by the Contractor or any of its employees, agents or representatives. The District reserves the right to examine and inspect, without penalty, and at reasonable times, all Contractor records and/or equipment to ensure compliance herewith.

14) **BUS ROUTES AND BUS STOPS**

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage, while being mindful of student ride time.
- b) Bus routes and bus stops will be prepared by the School District’s Pupil Services Specialist with input and assistance from the Contractor. The Contractor shall not deviate from the designated routes or stops, except for prior written or verbal consent of the District, or in an emergency.

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- c) When the same vehicle is serving more than one school, the District shall, without any obligation to do so, make every effort to reconcile the school calendars of the schools served.
- d) In the case of an emergency, any deviation of established routes shall be reported promptly to the Pupil Services Specialist for the District.
- e) If the District finds it necessary to delete a bus run from the system during the school term, the Contractor shall be given as much advance notice as possible. The Contractor may elect to remove any bus from service and reassign buses, as necessary, upon notifying the Transportation Office. Generally, one of the oldest units will be removed from the system, regardless of the route actually eliminated. The Contract price will be reduced as determined by the approved daily rate as proposed for the particular run involved times the number of school days remaining.
- f) Schedule A provides information on the routes and the number of students that were scheduled in the District for the 2016-2017 school year.
- g) Schedule B provides sample information on the 2016-2017 athletic schedule. The athletic runs and co-curricular field trips are in addition to the daily runs and shall be billed separately as determined by the established rates of the successful bidder.
- h) The Contractor agrees to obtain directions to destinations for field trips and athletic trips from the requestor at least 24 hours before the scheduled departure. Last minute contacts with the Transportation Office seeking directions are unacceptable and will be limited to trips rescheduled due to the District's request.

15) TWO-WAY COMMUNICATIONS

The Contractor agrees to utilize and to maintain its own two-way radios in each Vehicle. All buses purchased during the term of this Contract must be equipped with said radios. The radio system will remain the personal property of the Contractor, and any licensing renewal fees will be paid by the Contractor. Use of the radio system must be in compliance with Federal Communication Commission (FCC) regulations and is strictly intended for the requirements of this Contract. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary.

Contractor agrees to provide at least two (2) base units at the District for use by the District's Pupil Services Specialist and Business Manager, at no expense to the District.

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16) **DIGITAL AUDIO VIDEO MONITORS**

The Contractor will provide every Vehicle with a functioning digital audio and video recording device so that all activity on each vehicle can be recorded for use by the District. Contractor shall ensure that any use of audio and video recording devices is in accordance with law. Contractor shall retain recordings for at least one (1) month and when instructed by the District. Such recordings will be available to the District upon request.

17) **GPS SYSTEM**

The Contractor will provide all Vehicles with a GPS system so that the Contractor and District can monitor the location of vehicles at any time and to provide directions to drivers while in route.

18) **TRANSPORTATION SOFTWARE**

Contractor agrees to share in 50% of the cost of acquisition of software upgrades to the District's current transportation routing software or for the acquisition of new software. Contractor will be invited to provide input in the evaluation and acquisition of any new transportation routing software. The District shall retain full ownership of the software.

19) **PUPIL SUPERVISION**

- a) The District delegates to the Contractor the necessary authority to supervise and to control students on Vehicles in accordance with District rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. The driver will promptly report any student behavior or safety concern to the student's building principal. The School Bus Incident Report form must be completed by the driver and given to the student's building principal with a copy forwarded to the District Pupils Services Specialist's Office.
- b) The Contractor will utilize digital video and audio monitoring equipment as a means to supervise bus students and to augment the written student discipline referral.
- c) Pupils shall board onto and discharge from the bus only at the designated stops and at the extreme right of the road or other location as designated by the District. No pupils will be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle, who has stopped in compliance with the

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provision of Section 3345 of the Pennsylvania Motor Vehicle Code, to proceed, until after each child on the Vehicle has been safely seated, or when exiting, has reached a place of safety.

- d) No person other than a school pupil shall be transported in a Vehicle except in an emergency or when designated by the Superintendent or designee. Nothing except approved passengers and their belongings shall be transported in the Vehicle while it is engaged in transporting pupils to and from school.

20) **STUDENTS WITH SPECIAL NEEDS**

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training, at Contractor's expense, concerning the techniques of handling such children. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

21) **RIGHT TO CONTRACT WITH OTHERS**

The District reserves the right to contract with parents, guardians, and others for the transportation of pupils.

22) **SCHOOL CANCELLATION OR DELAYED START OF SCHOOL**

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The Contractor agrees to advise the District of road conditions, when requested. The Contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

23) **EMERGENCY AND OTHER SERVICES**

Contractor agrees to make vehicles and drivers available to the District in the event of emergency transportation requirements for events that include, but are not limited to, weather conditions, civic emergencies, safety evacuations, etc.

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24) REGULATIONS AND COMPLIANCE

The Contractor shall comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws, and the policies, rules and regulations of the District.

25) INDEPENDENT CONTRACTOR

It is understood that the Contractor is an independent contractor and not an officer, agent or employee of the District while engaged in carrying out and complying with any of the terms and conditions of the Contract.

26) NON-TRANSFERABLE CONTRACT

The Contract shall not be transferred, subcontracted or assigned without the prior approval of the Board of School Directors and the written consent of the District, which may be withheld in its sole discretion.

27) TERM

- a) The Contract will be awarded for a three-year to five-year term with an option by the District to extend the Contract for an additional year at its discretion. The Contract will commence on July 1, 2018.
- b) The transportation services provided shall be performed in compliance with the terms and conditions of this Contract and its attached Schedules and shall commence on the first day of classes, as stipulated by the Board, and shall run for a period of 182 days, or less, for each of the school years of the Contract. Should the District extend the school year beyond 182 days, additional days will be charged at the same rate as the current Contract.

28) PERFORMANCE BOND

- a) Upon award of a Contract, the Contractor shall provide, annually, a Performance Bond in the amount of seventy-five percent (75%) of the current-year Contract price. (For the first year of the Contract, the Performance Bond would guarantee 75% of the Contract price as stated in the proposal for Year 1 - 2018-2019; for the second year, the Performance Bond would guarantee 75% of the Contract price as stated in the proposal for Year 2 - 2019-2020; and so on. The form and provider of such Performance Bond shall be subject to review and must receive approval from the District or its Solicitor.

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- b) For the first year of the Contract, the Contractor shall deliver the required bond to the District not later than forty-five (45) days following the date the Contract is executed. Annually thereafter, the Contractor shall deliver the required bond not later than sixty (60) days before the commencement of the start of the next year of the Contract.
- c) The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the bond.
- d) The cost of the bond furnished hereunder shall be included in the Contract sum.
- e) Upon the request of any person or entity appearing to be a potential beneficiary of the bond covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bond or shall permit a copy to be made.
- f) If any Surety hereunder makes any assignment for the benefit of creditors, commits any act of bankruptcy, is declared bankrupt, files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the Contractor shall immediately furnish and maintain another Surety, satisfactory to the District, in addition to insurance or bond required by this Contract. If the Contractor fails to do so, then the District may purchase or maintain such insurance or bond, with expenses and costs thereof being the liability of the Contractor, including, but not limited to, reasonable attorney's fees.

29) **DEFAULT AND FORFEITURE**

- a) If the Contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the Contract (each a "Default"), including home to school transportation of public, parochial, private, and certain special needs students, as well as transportation for athletic/band trips, and field trips, and additional routes, the District may serve written notification (a "Notice") upon Contractor of intention to terminate and, unless within ten (10) days after service of such written notice, the Contractor shall cease and make satisfactory arrangements for the correction thereof and cure the Default, this Agreement shall, upon expiration of ten (10) days, cease and terminate. If the Default threatens the health, safety or welfare of students, the opportunity to cure may be shortened by the District or the District may, at its sole option, cure the Default and assess all costs and expenses incurred against the Contractor. If the time necessary to cure the Default exceeds ten (10) days, but the Contractor proceeds with efforts to cure the Default within the ten (10) days and proceeds promptly to affect a cure, the District may allow additional time to cure the Default. If the Contractor cures the Default within the time provided in the Notice, then the Contract

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shall remain in full force and effect. If the Contractor causes a second Default in any Contract year, then the District may terminate the Contract immediately, with written notice. The District may then procure services elsewhere. The District may, in its sole discretion, offset subsequent payments to Contractor. The District may procure services elsewhere, and the Contractor shall be liable for any increased costs (beyond the Cost Proposal) in obtaining such alternative transportation services, plus District incurred personnel time when obtaining transportation coverage. The District may also call for the forfeiture of the Performance Bond and requirement payment thereof by the Surety. In addition, the District shall be entitled to pursue all remedies available at law or in equity, and further, it shall be entitled to recover all costs and expenses incurred, including reasonable attorneys' fees. Any disputes arising pursuant to this Contract shall be brought before the Court of Common Pleas of York County, Pennsylvania, and the parties hereby submit to the exclusive jurisdiction and venue of that Court.

- b) If the Contractor fails to perform satisfactorily any of the transportation services required under the provisions of proposal and Contract, the Contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the District be able to obtain such transportation services elsewhere, the Contractor shall additionally be liable and, upon submission of an invoice by the District, pay the additional cost to the District of obtaining the transportation services above the contractual rate in effect between the Contractor and the District. In the event the District should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the District, the Contractor shall pay to the District, in addition to any other accounts payable hereunder, additional administrative costs in the amount of one thousand (\$1,000) dollars, per day, to be deducted from the next payment to the Contractor.
- c) If the Contractor breaches any provision of this agreement and if such breach is not cured within the timeframe described above in paragraph (a), the District, after providing notice of such breach in reasonable detail, shall have the right to terminate the Contract by giving written notice thereof to the Contractor, which termination shall go into effect immediately on receipt.

30) PAYMENT

The District agrees to pay the Contractor on a monthly basis, for ten (10) months a year at one-tenth (1/10) the yearly base-service cost, for the months of September through June of each school year. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base Contract on a monthly basis and include all supportive data. Supplementary trips will be invoiced and paid separately based upon the timeliness of

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invoices submitted by the Contractor to the Pupil Services Specialist's Office. All invoices for the school year must be received in the Pupil Services Specialist's Office by June 25th of that school year. Supplementary bills not submitted by that date shall be paid at the discretion of the District.

31) **INSURANCE**

- a) Contractor will provide a certificate of insurance in the minimum amounts specified prior to the effective date of the Contract. The certificates on insurance shall be issued by a company or companies legally authorized to conduct business in the Commonwealth of Pennsylvania and carrying a Best rating of A or better. Policies shall name the District as an additional insured and shall not be cancelable except upon thirty (30) days prior written notice to the District. A certificate will be delivered to the Board Secretary on an annual basis each year thereafter. The District shall be named additional insured on all policies except for the Worker's Compensation Policy.
- b) General Liability
\$1,000,000 – per occurrence
\$3,000,000 – general aggregate
- c) Comprehensive Automobile Liability
\$1,000,000 – combined single limit
\$1,000,000 – uninsured/underinsured motorist
- d) Abuse & Molestation
\$1,000,000 – per occurrence
\$1,000,000 – general aggregate
- e) Umbrella coverage - \$10,000,000
- f) Worker's Compensation – Per statutory requirements. Included in worker compensation coverage will be employer liability insurance with a limit of at least \$100,000 for each occurrence and will cover disease and injuries excluded under applicable worker compensation law.
- g) These insurance certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the District.

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- h) The District shall be immediately informed of all accidents or potential claims against the liability or umbrella policies. In the event the accident involves injury or death to a student or driver, a verbal report is to be made at once by telephone immediately after notifying the police and rendering assistance to the injured. The written report will follow. The Contractor shall make a verbal or other notice of all accidents in which its equipment becomes involved within twenty-four (24) hours of occurrence, and said report should be promptly submitted to the Pupil Service Specialist. A written report to the District of the accident/incident will be required within forty-eight (48) hours of the occurrence. The Contractor will notify the District of traffic violations incurred by a driver while driving a Vehicle.
- i) Each party will immediately notify the other of any accident or condition that arises out of or relates to the services performed by the Contractor for the District on District business, so as to handle potential problems on a timely basis and in the best interest of both parties.

32) SAFETY AND OPERATIONS REPORTING

The Contractor shall provide the following reports to the District at the frequency indicated in the list. Reports shall be transmitted electronically, as indicated, and be immediately available to the District's personnel upon request for review. The reports are to include, but are not limited to, the following:

Daily	Line-up of driver/routes
Weekly	Maintenance log: use of spare buses
Monthly	Mileage reports, compliance report for preventive maintenance and safety checks, special education ridership logs
Quarterly	Buses out of service, pre- and post- inspection reports with deficiencies, accident logs
Semi-Annually	Log of state inspection report
Yearly (August)	Log of state inspection reports

The District may request additional reports involving data arising from or related to the provision of these services. Contractor must submit sample reports currently used in other operations or proposed to be used for this Contract.

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33) INDEMNIFICATION

The Contractor shall defend, indemnify and hold harmless the District and its Board members, officers, agents, employees and representatives from and against any and all claims, suits, judgments and demands whatsoever, including without limitation, costs, litigation expenses, counsel fees, damages, losses and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or relating to or caused or claimed to have been caused, in whole or in part, by the acts or omissions of the Contractor, its agents, subcontractors and employees. Such obligations shall not be construed to negate, abridge, or reduce the rights or obligations of indemnity that would otherwise exist as to a party or person described in this section. This indemnification obligation shall survive termination of this Contract.

34) DISCRIMINATION PROHIBITED

Discrimination Prohibited – According to Title 62 P.S. § 3701, the Contractor agrees that:

- a) In the hiring of employees for the performance of work under this Contract, no Contractor, or any person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, or any person on their behalf, shall in any manner, discriminate against or intimidate any employee hired for the performance of work under this Contract on account of gender, race, creed or color.
- b) This Contract may be cancelled or terminated by the District, and all money due or to become due, hereunder, may be forfeited for a violation of the terms or conditions of this discrimination portion of the Contract.

35) HUMAN RELATIONS ACT

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of the Act, as amended, that is made part of this Specification.

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36) **AWARD**

The Board will not be required to make an award entirely on the basis of the lowest price proposal in dollars and reserves the right to reject any and all Proposals, waive irregularities, or to modify the terms of the Proposals to protect the interests of the District. The Board also reserves to the right to award only those areas of the Proposal that offers the District the best value. For example, the Board may award the public and non-public transportation to one Contractor, while offering the special needs transportation component to another Contractor.

37) **SUPPLEMENTAL INFORMATION**

Each prospective contractor is **required** to submit the following information and/or responses along with its Proposal:

- a) Client list comprised of Pennsylvania school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that school district.
- b) Proof that the Contractor is financially solvent: submit three most recent annual financial statements with comparison statements from previous years.
- c) Average daily salary and average years of employment for bus drivers with current company.
- d) Location of bus lot(s) (shown on York County map).
- e) Safety Record for the last five (5) years, indicating all bus and/or van accidents.
- f) Customer service procedures relating to parent bus or van transportation complaints.
- g) Listing of training topics that are required of every driver, meeting applicable federal and state laws and regulations. This training requirement includes mandatory reporting of suspected child abuse.
- h) Description of customary communication between the Contractor and parents of special needs students. Description of any additional training that drivers of special needs students obtain.
- i) Description of the Contractor's methods utilized to recruit and to retain highly-qualified drivers.

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- j) Describe the protocol used to respond in the event of a bus or van accident.
- k) Indicate if the Contractor is currently involved in or settled any litigation with a current or former customer. Also, indicate any litigation issues involved or settled in the last three (3) fiscal years.
- l) Indicate if the Contractor has a union agreement with its drivers, and, if so, the contract period for same.
- m) Indicate if Contractor is currently involved in or settled any labor relation issues with current or former employees. Also, indicate any labor issues involved or settled in the last three (3) fiscal years.
- n) Indicate ability to consider the deployment and use of vehicles with alternative fuels (i.e. Compressed Natural Gas - CNG).

38) ADDITIONAL REQUIREMENTS

The District reserves the right to require Contractor to comply with additional requirements or procedures, as may be reasonably necessary to effect transportation services as envisioned herein.

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LIST OF SCHEDULES

Schedule A – 2016-2017 Bus Route Mileage Report

Schedule B – 2016-2017 Representative High School Athletic and Extra-Curricular Schedule