

SPECIFICATION AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION RFP #15-14



NESHAMINY SCHOOL DISTRICT LANGHORNE, PENNSYLVANIA

Release Date: November 15, 2013

Pre-Proposal Meeting Date: December 5, 2013 - 10:00 am

Due Date: December 20, 2013 – 2:00 pm

NESHAMINY SCHOOL DISTRICT
SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION
RFP #15-14

Proposals due:

AT: 2:00 P.M.
DATE: December 20, 2013
PLACE: Neshaminy School District
Purchasing Offices
2001 Old Lincoln Highway
Langhorne, PA 19047

Proposer Information

Legal Name of Proposer Company: _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: _____

Corporate Seal

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

Signature of same individual stipulated directly above:

Date: _____

NESHAMINY SCHOOL DISTRICT

2001 Old Lincoln Highway
Langhorne, PA 19047

NOTICE TO PROPOSERS

The Neshaminy School District of Langhorne, Pennsylvania hereby invites the submission of sealed Proposals from reputable and qualified bus transportation companies for furnishing student transportation services for the Neshaminy School District beginning July 1, 2014. Proposal Documents are available on the District's Purchasing website at: www.Neshaminy.org, click on "Bid Openings", look for Proposal #15-14.

Any deviations from the Proposal Documents must be listed on a separate sheet attached to the Proposer's Proposal. In all cases not indicated by Proposers as a deviation, it is understood that the terms, conditions and specifications of the Neshaminy School District will apply. Proposals will be received until 2:00 p.m. on December 20, 2013 at the Neshaminy School District, Purchasing Offices, 2001 Old Lincoln Highway, Langhorne, PA. A mandatory pre-proposal conference will be held on December 5, 2013 at 10:00 a.m. at the Neshaminy Purchasing Conference Room, 2001 Old Lincoln Highway, Langhorne, PA 19047.

Proposals will remain firm for a period of 120 days following the date of the opening, and will thereafter remain firm and non-withdrawable until the proposer provides written notice to the school district purchasing office that the proposal has been withdrawn.

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

The Contract period will be for five (5) years with renewal options available as solely determined by the District. The District is requesting Proposals for the provision of a range of student transportation services including home-to-school, special education and extra-curricular trips. The District is also soliciting Proposals for the purchase of the District's bus fleet, inventory, and equipment.

Proposers will be required to furnish, at their own expense, a Proposal bond or certified check in the amount of 10 percent (10%) of the annual amount of the Contract for the first operating year. A performance bond in a sum equal to 100% of the annual amount of the operating Contract awarded is being requested as an alternate to the Proposal.

Neshaminy School District
Langhorne, Pennsylvania

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, and complete the “Proposal Certification” and the “Form of Proposal”. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering “No Bid” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Bid” designated. Do not enter zero (\$0) if “No Bid” is being submitted as zero (\$0) is an amount that could be awarded by the District. The District reserves the right to reject any Proposal which does not contain pricing on all elements of the requested program.
3. Submit an original and three copies of the Proposal, including this complete document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-Proposal meeting and that contains the Excel file for completion of the pricing pages.

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

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

All materials submitted to the District pursuant to this Proposal become the property of the District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files.

4. A mandatory pre-Proposal conference for all interested Proposers will be held on December 5, 2013 at 10:00 a.m. at the Neshaminy Purchasing Conference Room, 2001 Old Lincoln Highway, Langhorne, PA 19047.
5. Proposals must be presented in a sealed opaque box and addressed as follows:

**Mr. Tom Sizgorich, Director of Purchasing
Neshaminy School District
2001 Old Lincoln Highway
Langhorne, PA 19047
RFP #15-14
School Transportation Proposal - 2:00 P.M., December 20, 2013**

6. Proposals will remain firm for a period of 120 days following the date of the opening, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the School District's Purchasing Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the first year annual price being proposed. The Proposal bond will be on the form attached to this Request for Proposals, or on such other form as is acceptable to the District in its sole and absolute discretion. If the Proposal security is in the form of a Proposal bond, it will be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Proposal. The Proposal bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond will not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety will be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Proposal security will name as payee or obligee, as appropriate, the District, and will be in an amount not less than 10% of the first year annual price being proposed. **Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal in order to comply with the alternate requirements.**
8. Proposals will be received until 2:00 p.m., December 20, 2013, at Neshaminy School District, Purchasing Office, 2001 Old Lincoln Highway, Langhorne, PA 19047.
9. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. The District will reject any late submissions, and the District is not responsible for notifying the Proposer of any missing elements of the Proposal. *Proposers are also encouraged to include additional information about their services or company that will assist the District in the review of Proposals and awarding of Contract(s).*
10. These specifications were designed for the sole use of the Neshaminy School District pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the express written consent of the Neshaminy School District is prohibited.

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APPENDICES

- ☐ Appendix A - Program Description
- ☐ Appendix B – Proposer's Vehicle List
- ☐ Appendix C – Sample Monthly Report To Administration
- ☐ Appendix D - Board Policies
- ☐ Indemnification, Defense and Hold Harmless Agreement
- ☐ Financial Information Compliance Certification
- ☐ Form of Proposal
- ☐ Non-Collusive Proposal Certification
- ☐ Form of Proposal Bond
- ☐ Form of Agreement of Surety
- ☐ Form of Bus Purchase Agreement
- ☐ Form of Performance Bond
- ☐ Form of Use Agreement
- ☐ Acknowledgment by Proposer
- ☐ Sample Pricing Page
- ☐ Non-Proposer's Response

1. GENERAL CONDITIONS

All invitations to submit proposals issued by the Neshaminy School District will bind proposers and successful proposers to the conditions and requirements set forth in these general conditions, and such conditions will form an integral part of each purchase contract awarded by the Neshaminy School District.

1.1 DEFINITIONS

- | | |
|--------------------------------------|---|
| "Addenda" | - written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Request for Proposal Documents by additions, deletions, clarifications, or corrections. |
| "Bid" or "Proposal" | - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Proposal, the general conditions, and the specifications. Throughout this document, "Bid" or "Proposal" will be interchangeable. |
| "Bidder", "Proposer" or "Contractor" | - any individual, company, or corporation submitting its Proposal, and qualified consistent with the "Proposer Qualifications" section of this document. |
| "Proposal Documents" | - Includes the "Notice to Proposers", "Instructions to Proposers", all "Terms, Conditions, Requirements, and Specifications", the "Proposal" forms, all appendices attached hereto, including "Addenda" issued prior to receipt of proposals, and any proposed "Contract Documents". |
| "Board" | - the Board of School Directors of the Neshaminy School District, and/or a designee of the Board of School Directors. |
| "Contract" | - the Contract Documents form the "Contract". |
| "Contract Documents" | - The "Contract Documents" consist of the Proposal Documents, Performance Bond, Proposer's Proposal (which includes, without limitation, Proposer's Proposal Form, Proposer Information, Acknowledgement, Proposer's Vehicle List, Pricing Page, Financial Information Compliance Certificate, and Non-Collusive Proposal Certification), Indemnification, Defense and Hold Harmless Agreement, Bus Purchase Agreement, Use Agreement, the Notice of Award issued by the Neshaminy School District, any deviations to the Proposal Documents delineated in Proposer's Proposal and accepted in writing by the Neshaminy School District in its Notice of Award, and any separate form of Contract should the District request a separate form of Contract per Section 8.15. |

“Dead Head Mileage”	- Mileage to and from the contractor’s location(s) that is not considered part of the District’s bus routes or trips.
“Drop and pick”	- A process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.
“He/she, his/her”	- When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
“School Day”	- definement of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the terminal after bringing them to their designated stops in the P.M. Specific “live hours” for the purposes of this contract, and payment, are described herein.
"School District" or “District”	- will mean the legal designation of Neshaminy School District.
“School Year”	- The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of School Directors including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
"Specification"	- description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
"Successful Bidder" or “Successful Proposer" or “Contractor”	- any Proposer to whom an award of Contract is made by the District.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Proposal opening will be given in the Notice to Proposers. If the District’s schools are closed on the date of proposal submittal due to weather conditions, the submittals should still be presented to the District by the scheduled date and time. The District’s Purchasing Office will be open on the scheduled day to receive the submittals. The District will reserve the right to open and read the proposal submittals on the next official day that the District is open at the hour designated herein.
- 2.1.2 All proposals must be submitted on and in accordance with forms provided by the Board and included in this bound document. The proposal sheets are not to be removed from the document. All proposals must include, as a minimum, the required information as detailed in these documents.

2.1.3 Where so indicated by the makeup of the Proposal Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. *Although the Proposer is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Proposer will be the official price submission.* The District reserves the right to interpret figures where clarity of submission requires such action.

2.1.4 Except where specifically noted otherwise, all requested alternates will have a proposal submitted.

2.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is the sole responsibility of the District.

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the District, her/his Proposal will be construed by the Superintendent or her/his designate.

2.1.6 A Proposal will include the legal name of Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and will be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures will be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation will also give the State of Incorporation and have the corporate seal affixed. A Proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the State of Pennsylvania, and must submit proof if requested by the District.

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

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

2.1.7 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of the District, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their proposal, to modify one or more sections of their proposal, or to address such other issues as deemed important by the District.

2.1.8 Submissions with Proposals:

- a) Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Pennsylvania school districts which they have served during the past three years, a summary

of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of Pennsylvania, and specific experience at converting a transportation program from a District-operated program to an outsourced transportation program. In lieu of organizational experience, staff experience must be demonstrated. This information should be included in section #2 of the Proposal binder.

- b) The Proposer must provide proof, along with the completed bid package, that he can provide the expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Neshaminy School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications. This information should be included in Section #7 of the Proposal binder.
- c) The Proposer must submit, with the Proposal, proof that the Proposer can furnish a 100% Performance Bond for the performance of the Contract that may be awarded in conjunction with this Request for Proposals, should the Board decide to accept the Performance Bond alternate. The proof must be in the form of an Agreement of Surety on the form included in the Proposal Documents, or on such other form as is acceptable to the District in its sole and absolute discretion. The surety executing the Agreement of Surety must be authorized to do business in the Commonwealth of Pennsylvania, and must meet the other requirements set forth in Section 8.18.1 of this Request for Proposals applicable to the surety company executing the Performance Bond. The Agreement of Surety must be accompanied by the necessary power of attorney. The Agreement of Surety must guarantee that the surety company will provide the 100% Performance Bond in the event the Proposer is awarded a Contract, and the District selects the Performance Bond alternate. The Performance Bond will be on the form included in this Request for Proposals, or on such other form as is acceptable to the District in its sole and absolute discretion. A determination on the acceptance of the Performance Bond alternate rests solely with the District. If the District chooses the prepayment option described herein, the Contractor will be required to supply the described Performance Bond. This information should be included in Section #7 of the Proposal binder.

2.1.9 In order to provide the required services envisioned in these contracts, Contractors must have a sufficient number of competent, trained driving and bus monitor personnel. As detailed in Section 8.7.1.2 of these specifications, preferential hiring of existing District staff members is required. Proposers will submit detailed descriptions of their recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8.a) above, Proposer will provide an employment profile including at least the number of daily drivers and monitors required, the actual number of drivers and monitors employed, a description of targeted recruitment programs, wage and benefit programs, and driver and monitor training programs. This information should be included in Section #8 of the Proposal binder.

2.1.10 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.

2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of Proposal.

- 2.1.12 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.13 No charge will be allowed for federal, Commonwealth, or municipal sales and excise taxes since the District is exempt from such tax. Contractor is responsible for any sales taxes and any other applicable taxes related to the services provided under the Contract, and/or the acquisition of the District's bus fleet, inventory and equipment, and/or the use of the District's current transportation parking locations.
- 2.1.14 All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, THE BOARD OF SCHOOL DIRECTORS RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, OR TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER(S), AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.
- 2.1.15 By submitting a Proposal, the Proposer represents that he/she is fully informed as to the extent and character of the services, supplies, materials, or equipment to be provided, the bus fleet, inventory and equipment to be acquired, and the current transportation parking locations to be used (if applicable), and that he/she can furnish the services, supplies, materials or equipment satisfactorily, can consummate the acquisition of the bus fleet, inventory and equipment, and utilize the current transportation parking locations (if applicable), all in complete compliance with the specifications. The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the Commonwealth of Pennsylvania and the Neshaminy School District, and that the Proposer will fully comply with said rules, laws, regulations, policies, procedures, and requirements.
- 2.1.16 All proposals must be sealed. They must be submitted in a plain opaque sealed box(es). All proposals must be addressed to the Director of Purchasing, Neshaminy School District. The Proposal label must be clearly marked "Transportation Proposal". Also the date and time of the Proposal opening as indicated on the Notice to Proposers must appear on the box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Proposals will become the property of the District and will not be returned.
- 2.1.17 Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this Request for Proposals process and selection of a Contractor(s).
- 2.1.18 A recipient of this Request for Proposals is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this Request for Proposals, or any negotiations incidental to its Proposal or this Request for Proposals.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

- 2.2.1 Under penalty of perjury the Proposer certifies that:

- a) The Proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
- b) The contents of the Proposal have not been communicated by the Proposer, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the Proposal.

2.2.2 Qualifications of Proposers: The work and services described in these Proposal documents include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer will furnish the District with all such information for this purpose as the District may request. **If, in the opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal, the District reserves the right to reject its Proposal.**

The District reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the District may choose to reject any proposal where the Proposer's stated qualifications are such that the District feels that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Proposer must possess and demonstrate knowledge and capabilities to satisfy all Pennsylvania Department of Motor Vehicles rules, regulations, and vehicle inspection requirements.
- b) Proposer must include a reference list, setting out the names of all Pennsylvania districts that they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school; special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract. This information is to be included in Section #2 of the Proposal binder.
- c) A detailed description of the Proposer's driver and bus monitor recruitment program, including specific efforts that will be used to recruit quality personnel in Neshaminy must be provided. As a part of this submittal, a description of the process that will be used to comply with the preferential hiring requirements as detailed in Section 8.7.1.2 must be provided. This information is to be included in Section #8 of the Proposal binder.
- d) Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), dispatcher(s), Trip Coordinator, trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract. As part of the job description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal(s) that will provide services to the District. Please provide an additional organizational chart showing the terminal manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract.

This information is to be included in Section #2 of the Proposal binder.

- e) The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs. This information is to be included in Section #8 of the Proposal binder.
- f) A detailed list of terminated contracts over the last three years in Pennsylvania, except those contracts lost as a result of the bidding process. This information is to be included in Section #2 of the Proposal binder.

2.2.3 Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.

- a) Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the

financial statements do not supply that information then the Proposer must include other documents that will provide this proof. The district may have the financial data analyzed by its independent auditor. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the Board of School Directors has the right to reject the Proposal.

- b) Information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved must be provided with the Proposal.
- c) A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The District reserves the right to reject any Proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Proposal.
- d) A statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the Proposal.
- e) Loss run information, or similar detailed accident information, for those districts provided as references pursuant to Section 2.1.8. This information must be provided within three (3) business days if requested by the District.

2.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation should be made in writing, addressed to Mr. Tom Sizgorich, Director of Purchasing, Neshaminy School District, 2001 Old Lincoln Highway, Langhorne, PA 19047, or sent via email to: TSizgorich@neshaminy.k12.pa.us not later than 3:00 pm on December 13, 2013. However, proposers are strongly encouraged to submit questions in writing prior to the prebid meeting. Notice of any and all interpretations and any supplemental instructions will be sent to all proposers of record by the school district in the form of addenda to the specifications. All addenda so issued will be posted on the District's website, and will become a part of the Contract documents. Failure of any Proposer to receive any such addendum or interpretation will not relieve any Proposer from any obligations under his/her Proposal submitted. It will be the Proposer's responsibility to ensure that they receive any such addenda.

3. AWARD

- 3.1 The School District will endeavor to make an award within one hundred twenty (120) days after the date of the Proposal opening, and all proposals will remain firm during that time period. The District further reserves the right to make awards following this initial one hundred twenty (120) day period to any Proposer who has not provided written notice to the School District Business Office that its Proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to itself the right to be the sole judge of which proposal(s) best meets the needs of the District. Prior to the award of the contract(s) and

during the course of the contract(s), the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the District. As stated herein, the District encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

3.2 Transportation Program

- 3.2.1 The Contract will be awarded for a period of five (5) years, 2014-2015 (7/1/14-6/30/15) school year through 2018-2019 (7/1/18-6/30/19) school year. A renewal of the contract will be available solely at the determination of the District. Prices for any renewal years will be based upon negotiations between the District and the Contractor. The District reserves the right to rebid the Contract if it determines, in its sole and absolute discretion, that it is in the best interest of the District to do so.

The program described herein covers various aspects of the transportation program operated by the District. A description of current District-operated services is included in Appendix “A” and will be provided to attendees at the pre-proposal meeting.

- 3.2.2 The Contract will be awarded based upon a review by the District of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the District reserves the right to award certain ancillary services (Special Education runs; sports trips) to multiple contractors if special circumstances, unique service skills, or cost factors should exist.

The District currently owns their fleet, and provides services utilizing District staff members. As a part of this proposal, the District will be selling the current fleet at the stipulated prices. A determination on the sale of the fleet will be at the sole determination of the District. Proposers are provided the option of rejecting the contract award if they are not awarded the purchase of the current fleet.

The District will be making the current Transportation Facility available to the Proposer for an annual rental fee of \$250,000, plus annual inflator. This rental cost will be deducted monthly from the transportation services charged to the District by the Contractor as detailed in Section 8.7.3.

At the present time (2013-2014), the District provides the following services:

Quantity	Description
81	Type I (78 passenger)
12	Type I (30 passenger)
1	Type I (24 passenger)
2	Wheelchair – 43 Passenger (flexible floorplan)
2	Wheelchair – 42 Passenger (flexible floorplan)
1	Wheelchair – 39 Passenger (flexible floorplan)
2	Wheelchair – 31 Passenger (flexible floorplan)
1	Wheelchair – 27 Passenger (flexible floorplan)

In addition to the above program currently operated by the District, out-of-District special education transportation services are frequently provided by the Intermediate Unit. The District is requesting prices for a variety of smaller vehicles, similar to those currently operated by the Intermediate Unit or their contractors. The District will utilize the pricing provided by the contractor to determine the most cost effective method of meeting the out-of-District Special Education needs.

Should the District determine that the outsourcing of the portion of the transportation program currently operated by District personnel not be in their best interests, the District may still utilize contracted services for some or all of the services currently being provided by the Intermediate Unit. In this situation, the District will discuss with the Proposer their interest and ability to provide the out-of-District special education services at the rates and terms included in this proposal.

3.2.3 Home-to-School and Summer Transportation

The District is requesting proposals based on the District provision of fuel pursuant to Specification 8.7.4. The School District is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District.

For home-to-school transportation, the pricing system used in this contract is based upon the length of day the specific vehicle is in use on behalf of the District. The daily usage will be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District, including a 10 minute pre trip time for AM and PM runs. *The daily usage will be based upon “live” run times which are defined throughout this specification as from the time of departure from the transportation facility to the return to the transportation facility.* The daily usage time assumes that the Contractor will be based at the current District transportation facility. Should the Contractor operate any vehicles out of an alternative location there will be no changes made to the daily usage time to reflect any additional time that may be incurred by the Contractor. Driving time (“live time”) for out-of-District runs will be calculated in the same manner. Compensated times will be determined by the District based upon the use of the Edulog routing software system, GPS data, or trial runs.

For example, an AM run will begin and end at the Transportation Facility. Times between schools during an AM run package will be considered live time and will become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs. All run times will be determined by the District. The total time for the day will determine the pricing level for that bus (3 hours, 4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest half hour (ex. 4 hours and 10 minutes would be paid for four hours while 4 hours and 20 minutes would be rounded to 4.5 hours). Half hour rates would be calculated based upon the average between the hourly rates above and below the half hour period (ex. 4.5 hours would be paid at the average of the 4 hour rate and the 5 hour rate). Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Appendix "A" includes detail on the current *estimated* daily vehicle use for 2013-2014, by program. Additional information will be provided at the pre-proposal meeting.

Whenever necessary, compensated times will be determined by the District based upon trial runs, computer designed schedules, and/or GPS data. Once the runs are established at the beginning of the school year, unless there are material changes in route length (20 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by the District.

During the term of the contract, the District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal. The determination as to length of day for billing purposes will be made by the District based upon a computerized or actual route time evaluation, plus applicable pre-trip times.

For the determination of route times, the District reserves the right to add additional services (late runs, shuttles, trips) to the base time for any route bus that operates within the "contiguous" time frame of the base run. "Contiguous" for the purposes of this definition would be considered 40 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:05, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes given that the contiguous time (up to 40 minutes) would be considered "live time" for payment purposes. The determination of "contiguous" time rests solely with the District.

Shuttle, mid-day or late runs would be based upon a one-hour guarantee. Late run times will begin and end at the District's Transportation Facility. The Contractor will maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run.

The District is also requesting a rate per hour for the Contractor to supply the necessary trained bus attendants as needed by the District. The attendants will be paid for the time that they actually work, as determined by the run times calculated by the District where the bus attendant services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. Unless an attendant leaves during the AM or PM run, the attendant would be paid for the same run length as the bus, minus the pre-trip times.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the excess hourly rate as shown in the Form of Proposal. This excess hourly rate is based upon route times, and will be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time will be established by the Transportation Supervisor in similar fashion to the run lengths determined for the base length of day.

Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved by the District. The District does not currently utilize any half-day buses. However, if a bus is used for only an AM or PM run, it will be billed at 60% of the four hour daily rate for the appropriate sized vehicle.

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

3.2.4 Field and Sports Trips

The District is requesting pricing for Field and Sports trips based upon a rate per hour, plus a rate per mile for "out-of-District" trips that exceed 50 round-trip miles. For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Proposal. Mileage and billable time will be based upon a round trip from the District's Transportation Facility, and will be paid for only those miles that exceed 50 round-trip miles.

Field trip pricing will be differentiated based upon the time of day. Prices are being requested for trips that occur during the school day, and for trips that occur before AM runs, or after the PM runs or on non-school days.

The District may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. Should a "drop and pick" be requested, the Contractor would be reimbursed for all necessary tolls both during the live runs and deadhead runs. Additionally, driving time will be based upon the scheduled time for departure in the District to return to the Transportation facility. For the "pick-up" portion of the trip, the time will be from the transportation center to the pick-up point and back to the transportation center. For "drop and pick" runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

It should be noted that although most of the field and sports trips are operated utilizing large buses, there will be times that small buses (1 to 9 passenger, or 10 to 35 passenger) may be needed. Additionally, several times each year the District may require the use of a wheelchair equipped vehicle. The District reserves the right to utilize the services of District employees and buses, and/or other contractors, for Field and Sports Trips.

In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the

District that he/she incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of \$35.00.

- 3.2.5 Once the District receives proposals, a Transportation Proposal Review Committee will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the District's needs, the Review Committee may meet with one or more Proposers to discuss their Proposals. Any changes to the Proposals that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract(s) awards.
- 3.2.6 Given the varying capacities and service levels required by the District, the District may choose to award portions of the transportation contract to more than one vendor.
- 3.2.7 No cash discount may be offered or quoted by any Proposer, except as noted in Section 8.18.2 for the District's pre-payment of the estimated contract costs.

4. CONTRACT

- 4.1 Each Proposal will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of School Directors, to furnish any or all of the items described will constitute a Contract between the successful Proposer and the School District. The Contract will bind the Successful Proposer to furnish the labor, material, equipment and services required, acquire or lease the District's current bus fleet, equipment and inventory, and comply with all requirements pertaining to use of the District's current transportation facility, at the prices and in accordance with the conditions of his/her Proposal, or as modified pursuant to Section 3.2.3.
- 4.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of acceptance of Contract.
- 4.3 If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or should the successful Proposer fail, or be delinquent (as determined by the Neshaminy School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Proposer will be notified in writing by the District. If within ten (10) days after written notification by the District the Proposer has not taken such measures, as will, in the sole and reasonable opinion of the Neshaminy School District, insure the satisfactory progress and performance of the service, then the School District will have the right to declare the successful Proposer in default and in addition to any other legal or equitable remedies available to it, the School District, upon declaring the successful Proposer in default may upon written notice to the successful Proposer, take the following action:
 - a) Withhold any funds due the successful Proposer under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Proposer.

- b) Commence providing the services contracted for with the successful Proposer, either directly or through another contractor.

The Successful Proposer will be responsible and obligated for all costs, expenses and damages caused by said default and for all costs, expenses and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the Successful Proposer, as well as attorney's fees incurred in contracting with another party.

Nothing in this Section 4.3 will require the Neshaminy School District to wait ten (10) days before providing or procuring alternative transportation services as necessary to ensure that students are transported on any day that the Neshaminy School District or applicable non-public schools are in session (including field trips and extra-curricular activities), or from recovering such costs of alternative transportation services (including deducting such costs from any payments due Contractor) from Contractor or its surety.

- 4.4 It is mutually understood and agreed that the successful Proposer will not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Proposer will be an action that will be considered a contract assignment under this provision.
- 4.5 All of the Proposal Documents and Contract Documents will form a part of the Contract and the provisions thereof will be binding upon the parties hereto.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract will be deemed to be inserted herein and the Contract will be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contract in no way excludes the District from using its own vehicles, drivers, and/or attendants/monitors, or services provided by other school districts or Intermediate Units, or in any way limits the District from using other contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval, after review by the Neshaminy School District and/or the Pennsylvania Department of Education, with respect to technical conformance to said requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.
- 4.9 No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract will constitute a waiver of any right or remedy to which the School District is entitled, nor will such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor will such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

4.10 Termination For Cause. In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract or the Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District will have the right to provide written notice to the Contractor of such breach. If such breach, in the School District's reasonable discretion, causes the Contractor to provide the transportation services or maintenance services in any unsafe manner or process, including but not limited to, bus driver recruitment and training, bus driver safety process and procedure, student passenger safety process and procedure, vehicle specifications, inspection and maintenance, facility management and environmental compliance, routing, or Student passenger pick-up/drop-up points, the Contractor will be afforded forty-eight (48) hours to remedy any such breach from the time of receipt of such written notice. For any other such breach by Contractor, Contractor will have ten (10) business days to remedy such breach from the time of receipt of such written notice. Notwithstanding the foregoing, if such safety breach is impossible to remedy within forty-eight (48) hours, only because of weather conditions making roads impassable or other acts of God, the School District, at its option, may extend said remedy period in its sole discretion, in writing. If Contractor fails to cure any breach with the forty-eight (48) hour or ten (10) day periods, the School District may immediately terminate the Contract without the requirement of further notice to the Contractor. Further, failure to exercise the School District's rights within forty-eight (48) hours or ten (10) days does not preclude any subsequent right to exercise at a later date. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract will cease.

Termination for Convenience. The School District may terminate performance of work under the Contract in whole or in part whenever, for any reason the School District will determine that the termination is in the best interest of the School District. In the event that the School District elects to terminate this Contract for its convenience, it will provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination will be effective as of the date specified in the notice. The Contractor will continue to perform any part of the work that has not been terminated by the notice.

Work Stoppage. In the event that Contractor's drivers announce an intent to strike or engage in a work stoppage, or otherwise engage in such activities, the Contractor will immediately notify the School District regarding the same, and advise whether or not the Contractor is capable of providing the transportation services and maintenance services contemplated by this Contract during any strike or work stoppage. In the event the Contractor advises it cannot provide the required services due to a strike or work stoppage, or the School District reasonably determines that the Contractor cannot provide the required services due to a strike or work stoppage, the School District, in its sole discretion will have the right, in addition to and not in limitation of all other rights and remedies of the School District under this Contract, at law or in equity, to:

- i. Immediately terminate this Contract 30 days from the initial work stoppage due to intermittent or continuing interruption of services due to strike activities, with at least twenty-four (24) hours advance notice to the Contractor; or
- ii. Not terminate this Contract, but make alternative arrangements to provide services, and the Contractor will be liable to the School District for all out-of-pocket costs associated with providing such alternative services, including, but not limited to, legal fees, personnel, fuel, vehicle and other costs incurred to provide such alternative services.

In addition, the Contractor will be liable for all of the out-of-pocket costs associated with the School District's "internal costs," including, without limitation, administrator time spent, to provide such alternative services that are incurred to deal with strike-related issues.

Non-Appropriation. The Neshaminy School District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2014-15 fiscal year (7/1/2014 to 6/30/2015), (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the Neshaminy School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the services described in this Contract, the School District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

Payment/Reconciliation Upon Termination. If the Contract is terminated by the Neshaminy School District as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination, less any damages, costs and expenses incurred by the Neshaminy School District as a result of Contractor's breach. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications will be adjusted and any monies that should be refunded to the District will be remitted within 15 days. The contract termination descriptions do not preclude any other rights or remedies afforded the Neshaminy School District under the Contract, at law or in equity.

5. GUARANTEES BY THE SUCCESSFUL PROPOSER

5.1 The successful Proposer warrants and guarantees:

- 5.1.1 That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 5.1.2 That Proposer will procure and maintain solely at its own expense Workers Compensation, Pennsylvania Disability Insurance, and Pennsylvania Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That it will procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.
- 5.1.3 That it will comply with Federal and Commonwealth Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and School District.
- 5.1.4 That it will comply with the Pennsylvania Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

- 5.1.5 The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action will be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.1.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.
- 5.1.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions will not apply to contracts or subcontracts for standard commercial supplies.
- 5.1.8 That it will comply with all Commonwealth and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that Proposer will comply with the Drug and Alcohol Testing Policy of the District. Contractor will require that each driver and bus monitor comply with all licensing regulations and other applicable requirements, including, without limitation, the criminal history verification as set forth in Section 1-111 of the Pennsylvania School Code (24 P.S. § 1-111, as amended from time to time), and Sections 6354-6358 of the Welfare Code (23 Pa.C.S. § 6354-6358, as amended from time to time); completion of required safety instructions; and compliance with yearly physical exams.
- 5.1.9 The successful Proposer will comply with any and all other applicable Federal, Commonwealth, and/or local laws, rules, and regulations, and the policies and procedures of the Neshaminy School District, as the same may be amended from time to time.
- 5.1.10 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, monitors and others engaged by Contractor for the performance of this contract will be considered employees of Contractor and not the Neshaminy School District, unless otherwise specifically designated by the District. In certain instances the Board of School Directors may employ monitors directly, and the Contractor will facilitate their travel and work on the buses.

6. PAYMENTS

- 6.1 The acceptance by the Contractor of the Final Payment will be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.

- 6.2 Payments of any invoice will not preclude the School District from making claim for adjustment on any item found not to have been in accordance with the Contract Documents.
- 6.3 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District will have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money will be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder will be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year.
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder will be made upon receipt of a proper itemized invoice. District and Contractor will meet prior to initiation of contract to develop an invoice form and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. The invoice must be accompanied by a detailed electronic worksheet that lists monthly trip information by vehicle including but not limited to route number, vehicle size, hours per day, daily rate, total days in service, early dismissal rate, number of early dismissals, detail of each dismissal, late runs, bus monitor daily rate and number of bus monitors, and other charges on a per bus basis.

The payment terms are net 30 days after acceptance of monthly billing details. Net terms for periods less than 30 days (i.e. net 15) may result in rejection of the proposal. Cash discounts for prompt payment including payment by credit card will be considered. Billing statements and invoices are to be submitted under the conditions as outlined by the Business Director, Finance and/or his (her) designee. The Proposer will indicate on the Form of Proposal whether they will accept payment for services via Neshaminy's Procurement Card.

No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage, except as otherwise noted herein. The cost of tolls should be submitted with the detailed monthly billing, and receipts must be attached. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

The Contractor(s) will maintain records during the term of the Contract(s) and for 3 years thereafter of the daily services provided to the District on a route by route basis, and will submit such records upon request by the District for audit in support of each of the monthly invoices.

- 6.6 As stated in Alternate Section 8.18.2 of these specifications, the District is willing to consider a pre-payment program. These prepayments would occur on September 1st, January 1st, and April 1st of each school year. If the prepayment option is chosen by the District, the Contractor would still be required to provide a detailed monthly accounting and reconciliation of the charges and payment balance, consistent with the invoicing detail described in Section 6.5. If the District chooses to offer the pre-payment option,

the Contractor would be required to provide a Performance Bond consistent with the requirements of these specifications.

7. SAVINGS CLAUSE

- 7.1 If the performance by either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties (other than strikes or labor difficulties by Contractor's employees), or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within said party's control, whether or not specifically mentioned herein, such party will be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. The School District will have the right to take over the operation of the vehicles if Contractor is prevented from operating for the reasons described above, and may operate such vehicles with school employees or other persons, as the School District may deem appropriate until Contractor is able to resume its regular operations. The School District will pay to Contractor for the use of such vehicles, the compensation which would be due in accordance with the Contract had Contractor operated such vehicles, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation. Notwithstanding the foregoing, in the event of a strike, the Contractor will procure replacement personnel necessary to perform the transportation services and maintenance services. If the Contractor does not procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract. It is agreed that a change in market conditions does not constitute force majeure.

8. SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for the Neshaminy School District for the 2014-2015 school year and beyond. The 2013-14 transportation program of the School District is defined and described at Appendix "A" annexed to these specifications. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2013-14 school year which are on file with the District and available upon request. Additional information about the transportation program will be provided at the pre-proposal meeting.

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

8.2 SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his designee will represent the Board of School Directors in all matters pertaining to the performance of this Contract.

8.3 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a Proposal bond or certified check in the amount of 10% of the first year's calculated Proposal amount for the Contract. The proposal security will be forfeited as damages on account of such default, if the Contractor withdraws its Proposal after the due date for submission of Proposals and prior to April 1, 2014 or, upon Notice of Award of a Contract by the School District, Contractor fails to execute the form of Contract (if applicable under Section 8.15), Use Agreement, Bus Purchase Agreement and provide insurance and bonds acceptable to the School District within twenty-one (21) days of Notice of Award of a Contract to the Contractor.

8.4 INSURANCE

Compliance with Insurance Requirements:

8.4.1 Enclosed with the bid, the Bidder must include a certificate of insurance for claims arising out of or resulting from the Contractor's operations under the Contract or by anyone directly or indirectly employed by the Contractor or anyone for which the Contractor may be liable, signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this Bid will be met. The insurance carrier must be licensed to conduct business in Pennsylvania, and must be rated in the current edition of A.M. Best's *Insurance Guide* as a "A++VI, A+VII, A VIII, or A-IX" carrier or better. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Proposer needed to secure multiple layers of coverage to meet the required limits.

8.4.2 The following Minimum insurance must be maintained in force by Proposer at its own expense:

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

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is required. The District, at its sole and absolute discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Neshaminy School District and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

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

- (b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at

least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Neshaminy School District and any of its public officials, agents and employees must be included. A waiver of subrogation in favor of the additional insured must apply.

- (c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
- (d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (e) The Contractor will provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of at least: \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease, each employee.
- (f) Disability Benefits coverage covering all employees in amounts as required by Pennsylvania law.
- (g) Unemployment Insurance coverage covering all employees consistent with the requirements of Pennsylvania laws.
- (h) Sexual misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the District, and any of their public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.
- (i) The Contractor will also provide to the District a "garage-keepers" insurance policy to cover the Contractor's use of the District transportation facility.

8.4.3 Said policy or policies will be primary to any policies of insurance available to the District.

The District and/or its representatives retain the right to make inquiries to the Proposer, its agents or broker and insurer directly.

8.4.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

8.4.5 The Contractor will deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverages will be provided to the Neshaminy School District no later than 30 days prior to the start of each Contract school year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner will be considered a Contract default consistent with the provisions of these specifications.

8.4.6 All insurance certificates will state that thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates will show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it will clearly state what, if any, coverages are excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

8.4.7 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to, disfigurement, or a negative environmental impact to the buildings, equipment, driveways, or other property of the District. The Contractor will be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees. All repairs must be done to the District's satisfaction.

8.5 BOOKS AND RECORDS

The Contractor will consent and agree to audits of any and all financial records relating to the proposed Contract by the Neshaminy School District. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract, including but not limited to payroll records for drivers and monitors, may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records will be kept for a minimum of 3 years following expiration of the Contract. The Contractor will also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

8.6 TERM

The term of the Contract will be for a five (5) year period, beginning 7/1/2014, and ending with the 2018-2019 school year (June 30, 2019). A renewal contract may be available at the sole discretion of the School District.

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

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

8.7.1.1 It is recognized that for the protection of the 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 upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not allow any person to drive a school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor will the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and bus monitors must understand and speak English. No person who is serving a sentence in a penal or correctional institution will be employed or work under this Contract.

8.7.1.2 The transportation services included in this contract are currently being performed by District-employed personnel. The Contractor will provide preferential hiring, for those positions that may exist, to current District employees who so choose to apply for driving, bus aide, mechanic, or administrative positions, and who meet the Contractor's employment requirements. Should the Proposer be awarded the Contract, the District will facilitate any interviews or other procedures to assist the Proposer and interested employees.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract will rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, will have the right to remove, reject, or direct replacement of any supervisor, dispatcher, bus driver, or aide. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or bus aides or to direct that they be replaced, without being limited to considerations of health and driving records. The Board also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students.

8.7.1.3 Terminal Staffing:

Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools or designee. Said Supervisor also will be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State of Pennsylvania purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Appendix "A, Section 2" includes a chart demonstrating mandated timelines for certain reports and actions.

Said Manager and his/her duly authorized designee, will arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager is required to meet all State regulations and training requirements.

The Terminal Manager is precluded from any bus driver duties or driving any bus. Sufficient management personnel will be maintained and available from at least 6:00 A.M. to 6:00 P.M. when school is in session.

Dispatcher: A “Dispatcher” function will exist within the terminal with said position staffed from one (1) hour before to one-half (1/2) hour after the AM and PM route operating times. The person(s) serving in this capacity will be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

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

Late Dispatcher: Vehicles will be operating after school hours, and on weekends, to fulfill the extra-curricular requirements of this contract. The Contractor will provide “late” dispatcher coverage to coordinate these trips. This “late” coverage can either be supplied by an employee on-site at the Contractor’s terminal, or by a trained employee who is available at an on-call number. The Proposer will submit detail with the Proposal on the methodologies that will be in place to provide this specialized dispatching coverage. The District reserves the right to require modifications to the proposed procedures prior to the awarding of any contract.

Trip Coordinator: A “Trip Coordinator” will be provided by the Contractor to work closely with the District on the scheduling and assignment of field and sports trips. This position requires that the individual possess computer skills, good communication skills, and knowledge of the Region. This responsibilities of this position may be assigned to an existing administrative staff members in the terminal. Proposer is required to include in Section #2 of the Proposal binder an explanation of the assignment of these job functions.

Router: The Contractor will employ a full-time person who has the direct responsibility for utilizing the Edulog routing software and routing the vehicles, subject to the District’s final approval. The Router will be fully trained on the software use, and will have the ability to effectively communicate with the District relative to proposed changes to enhance the quality of services while minimizing the transportation costs.

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

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

their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

- 8.7.1.4 All office staff, drivers and monitors provided by the Contractor pursuant to the Contract will be properly dressed. These same employees will be expected to maintain a positive attitude about their work, and will endeavor to represent the Contractor and the District in a positive way.

The Contractor will be responsible for providing photo ID badges to all contracted drivers, and attendants, and will be responsible for developing and implementing a program to ensure that ID badges are worn at all times that services are being provided to the District. The District may discuss with the Contractor modifications to some badges to allow access to secured locations (transportation facility).

- 8.7.1.5 The Contractor must comply with all Local, Commonwealth, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver, bus monitor employment and bus operation, and Board of School Directors policies and regulations.

- 8.7.1.6 Each driver and monitor performing services pursuant to the Contract will be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the Commonwealth of Pennsylvania. The Contractor will employ a qualified "Safety Supervisor" who will also personally travel each route with a first-year driver, and as necessary with other drivers as directed by the District, to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the Regulations of the Commonwealth of Pennsylvania as they apply to safety regulations for drivers and monitors.

The District reserves the right to provide specialized driver and/or bus monitor training with the cost of said training borne by the District, with associated wages for the employees paid by the Contractor. This specialized training will be limited to 6 hours per year, although the District does not warrant that this supplemental training will be mandated in any given contract year. The Contractor agrees to fully cooperate in the provision of this training. Any driver or bus monitor training required by regulation or law will be the responsibility of the Contractor with the cost of said training borne by the Contractor.

- 8.7.1.7 The physical examinations of drivers and bus monitors will be at the driver's, monitor's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers and monitors must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

This Contract includes provision for the Contractor to provide Bus Monitors as required by the District. Monitors require background checks, and drug and alcohol testing, consistent with the mandates placed on the drivers. Additionally, monitors require basic first aid training, including CPR.

Prior to the provision of services for a new driver, and at least annually for returning drivers, the Contractor will provide written verification to the District that the driver possesses the proper driver's license and applicable endorsements, and a Physician's Certificate will be included in the documentation. Drivers of vehicles with a capacity of 15 or more students are required to obtain a Commercial Drivers License with the appropriate endorsements for the transportation of students. The Contractor is responsible for verifying the proper licensing, and ensuring that any renewals are accomplished in a timely manner. No person may transport students on a vehicle of 15 or more students without a valid CDL license.

Although drivers of vehicles with capacities of one to nine students are not mandated to hold CDL licenses, they are required to comply with all background checks, physical exams, and drug and alcohol testing mandates. The Proposer will submit with their Proposal their program for hiring, training, and meeting the compliance requirements pursuant to this section.

All drivers and monitors must have both pre and post employment background credential checks, and this information must be conveyed to the District. The background credential checks must include a Federal criminal history record consistent with the requirements of HB 185, and in compliance with rules and/or regulations as promulgated by the Department of Education. The Proposer must submit with their Proposal detail on the hiring practices for both drivers and monitors, including but not limited to specific procedures for licensing, background checks, physical examinations, and testing. Any changes to these procedures must be immediately submitted to the District during the course of the contract. A background check, criminal history, and child abuse clearance will be performed on each driver and monitor, and updated to the District, at least every four years. The Contractor will provide to the District annually, before the start of each school year, a copy of each driver's PennDOT driving record (abstract) for drivers used under this Contract.

The District reserves the right to have their doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and Commonwealth laws and regulations.

- 8.7.1.8 The Contractor will submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names and addresses of all regular and substitute drivers, and all regular and substitute bus monitors, employed to provide the services required hereunder, and said list will be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date. Said updated notice will be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Neshaminy School District.
- 8.7.1.9 The Contractor will at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.
- 8.7.1.10 The Contractor will be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District

at such times and in such fashion as may be required by the applicable regulations of this Commonwealth or the law. Contractor will also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.

- 8.7.1.11 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers will traverse their assigned routes until they become familiar with all stops and roads. Each driver must document that he or she performed a “dry run” of their run before the start of the school year, and this documentation must be made available to the District upon request. Stand-by and substitute drivers will also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route. In order to ensure consistent performance, any run not assigned to a permanent driver must have detailed driver directions provided to each and every substitute driver.
- 8.7.1.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No pre-school or kindergarten children are to be released without supervision. If there is no one to meet the child, or if the child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY. All services will be provided consistent with the formal Board Policy.
- 8.7.1.13 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor will any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor will any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages will be allowed at the bus terminal during normal school operating hours. The Neshaminy School District has a “drug free zone” policy on school property.
- 8.7.1.14 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each contractor will have a “no-idling” policy in place, and enforced, that limits idling to 5 minutes or less unless weather conditions require an alternative procedure.
- 8.7.1.15 Under no circumstances will a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor will a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they will be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, the terminal will be provided with “read-only” access to the District's routing software.

- 8.7.1.17 Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) will include a bus monitor provided by the Contractor. For purposes of this contract, the use of the terms bus monitor, monitor, or aide are interchangeable. All monitors must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Monitors must also perform mandated functions of clearing the danger zones on the outside of buses, and assisting the drivers in the management of students and performance of standard discipline functions. The bus monitor is an important function relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus. The Contractor will provide the monitors with appropriate training to meet these important goals.

The Contractor will be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements will be removed and replaced.

There may be situations where the District assigns a Bus Monitor or Teacher Assistant to a Special Education vehicle or student. The Contractor will facilitate this process.

- 8.7.1.18 Communications with the residents of the District in a positive and constructive manner is an important element of the services being provided by the Contractor. To this end, the District requires that the Proposer submit information about its customer service program, including plans for customer service training for office staff members, telephone activity monitoring, effective communications training, complaint tracking, and similar proactive programs. The information on the Customer Service program should be included in Section #8 of the Proposal binder.

8.7.2 Vehicles

The Contractor will be required to purchase the existing District fleet for a minimum payment of \$3,425,850 with payment due to the District at the initiation of the contract on July 1, 2014. The Contractor is encouraged to offer the District a premium for the purchase of the District's fleet with payment terms on the premium amount suggested by the Contractor (the base payment of \$3,425,850 is due on 7/1/2014). If the Contractor is offering a premium for the purchase of the fleet, details on the offer must be included in Section #5 of the Proposal binder. The premium offered by the Contractor will be part of the award consideration of the District. The Contractor is provided the opportunity on the Form of Proposal to reject the awarding of the Contract if they are not awarded the purchase of the fleet. The intent of this rejection option is to remove the requirement to perform the Contract if the Contractor is not able to acquire the existing fleet at the purchase price as stipulated by the District.

The District reserves the right to “buy-back” the vehicles providing services to the District at the termination of the contract at the Contractor’s book value of the vehicles. This would include both vehicles originally purchased from the District, and any vehicles added to the fleet serving the District during the term of the contract. The book value shall be established by the Contractor consistent with Generally Accepted Accounting Principals (GAAP). The District reserves the right to require the Contractor to provide a detailed report of vehicle book values at a scheduled as determined by the District.

Regardless of the source of the vehicles, the following provisions apply throughout the term of the contract.

- 8.7.2.1 It will be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the District. All vehicles will have valid Pennsylvania Department of Motor Vehicles operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size (or a larger vehicle) as spare vehicles located at such a place to insure that the spare vehicle can respond to a vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles.

Due to the unique capabilities of certain vehicles, the Contractor must maintain at least one spare of each type of vehicle utilized.

a. Home-to-School:

The 2013-14 program is operating with the buses as detailed in Section 3.2.2. In addition, the District is utilizing services provided by the Intermediate Unit to meet the needs of Special Needs children. These services are provided utilizing a variety of small vehicles including vans and small wheelchair vehicles. Information on the IU program will be provided on the flash drives distributed at the prebid meeting.

Field and Sports Trips:

At least five of the Type I buses must have undercarriage storage to facilitate their use for sports trips. If these buses are assigned to a daily route, they must be available in time to meet the sports trip schedules.

Some Field and Sports Trip buses must travel out-of-State. The Contractor will be required to obtain and demonstrate the appropriate licensing and permits to provide these services.

The District will occasionally require a full-sized bus equipped with a lift and wheelchair access to provide field or sports trip services.

The District will occasionally require a “coach style” bus for longer out-of-District trips. The Proposer is requested to provide information about the availability and cost of “coach”

services with said information included in Section #9 of the Proposal binder. The District reserves the right to utilize the services of alternative contractors for specialized “coach” bus service.

- b. The Neshaminy School District requires that the average age of the 48 to 72 passenger buses serving the District by the Contractor not exceed seven and one-half years (7 1/2) years, that vehicles provided by the Contractor with capacities of 10 to 47 passenger have an average age of six (6) years, and 9 passenger or less vehicles supplied by the Contractor have an average age of five (5) years. In no case will an individual vehicle providing services to the District exceed 10 years of age for any buses or vehicles. Failure to maintain the stipulated age requirements during the contract life will be considered grounds for default as defined under this specification document. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2006 chassis year, at the beginning of this contract period (7/1/14) would be considered 8 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing by September 15th of each school year stipulating that they meet this age criteria.

The Contractor is required to submit a detailed vehicle list to the District by September 15th of each School Year, and changes that occur to the fleet inventory during the school year must be communicated, in writing, to the District on a monthly basis. This listing must include all current and replacement vehicle data, even vehicles that are out of service for 2 consecutive weeks or more. Any vehicle that is assigned to a route, or that has operated on a route but that is currently out of service, must display beginning and ending mileage. A final fleet list must be provided to the District by July 5th of each School Year in an excel format as determined by the District.

- c. Flashing stop arms, safety crossing control gates, and “Child Check Mate” (or equivalent system) on all vehicles. These requirements would be waived for any existing District vehicles acquired by the Contractor if these vehicles are not so equipped.
- d. Two-way radios of **at least** 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which will be maintained in operable condition at all times by the Contractor. No vehicles will be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. The District will make the current radio system and frequency available to the Contractor, including the base station which is located at the Transportation facility. All radio repairs once the Contractor accepts use possession will be the responsibility of the Contractor. At the termination of the contract, all radios and equipment will be returned to the District in good operating condition given normal wear and tear.
- e. All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the Proposal evaluation process. Specialized equipment, other than wheelchairs or that equipment described herein, will be provided by the District. The Contractor agrees to install or utilize any such equipment. If specialized

equipment is provided by the Contractor, the District reserves the right to approve said equipment. For vehicles of 9 passengers or less, any booster seats needed will be provided by the Contractor.

Should specialized equipment be required which is not currently in use in the District, the Contractor agrees to assist the District in the evaluation of options and the provision of technical expertise. The intent of this requirement is to make the skills and technical knowledge of the Contractor available as a resource to the District.

- f. Route numbers will be prominently displayed on the buses, including on spare buses, consistent with Commonwealth regulations. Bus numbers must be displayed on the front, back, and both sides of the vehicle.
- g. Buses used to transport students will not display any advertisement, political, commercial or otherwise, either inside or outside of the vehicle without the express prior written consent of the School District, which consent may be withheld in the District's sole and absolute discretion. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- h. Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own children (or children where the driver is designated as the legal guardian). All such transportation must be consistent with Commonwealth regulations. The cost of any equipment (seat belts; car seats) required will be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students, or impacts the ability of the District to fully utilize the rated capacity of the bus. Such determination rests solely with the District.
- i. All buses used in the performance of this contract for home-to-school, special education or summer services must be equipped with digital cameras. All buses with a capacity greater than 16 students will be equipped with a two-camera system with buses with a capacity less than 16 students will require at least one camera. Cameras must be operable at all times, and the Contractor is responsible for possessing a sufficient number of spare cameras to replace any inoperable units. All cameras are to be operated consistent with District policies and guideline, and Commonwealth regulations and laws. For purposes of demonstrating the type of features that the District desires, the PRO-VISION 2-camera 4 channel solid state Video Recording System is provided as a reference. This system includes the following features: DVR-710 Enhanced Event Marker Button; DVR-129 Standard Dome Night Vision Camera Kit-24 LED's (3.6 mm); DVR-704 Base Kit; 2.8 Wide Angle Dome Night Vision Cameras; Solid State DVR (704); 64 GB Class 10 SDXC Memory Card and 20 Extra Cards to switch out; Lockable Cages; 10m AV Cable; Software & Guides; and Card Readers with each DVR. Proposers are required to provide specifications on the proposed camera systems in Section #5 of the Proposal binder with must be at least equivalent to the PRO-VISION system described herein. The quality and features of the camera systems will be a part of the proposal evaluation process. The District currently has twenty vehicles equipped with operable cameras (Pro-Vision) which will be included with the fleet purchase and which must be operated by the Contractor.

- j. The Superintendent, or designee, reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
 - k. All vehicles are to be parked and stored at the Contractor's facility overnight. "Park-outs", or provisions to allow drivers to store the vehicles at their homes or other locations, are specifically prohibited with the exception of mid-day time periods.
 - l. All buses will have "Neshaminy School District" prominently displayed consistent with Commonwealth regulations and guidelines.
- 8.7.2.2 Proposers are required to provide with their Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal in Section #5 of the Proposal binder. If current District buses will be removed by the Contractor from service at the initiation of the Contract, this information should be included in Section #5 of the Proposal binder.
- 8.7.2.3 Proposers will be required to purchase the District's existing parts and supplies inventory at the District's documented cost. Details of the current inventory will be provided at the pre-proposal meeting. The Proposer would not be required to purchase any parts or supplies that were determined to be obsolete or could not be used with the fleet acquired from the District. An inventory will be conducted by the District and the Contractor effective July 1, 2014 with payment for the existing inventory made by Contractor to the District in a check issued within 20 days of the completion of the inventory process, but no later than August 15, 2014.
- 8.7.2.4 If the buses are sold to the Contractor, the sale of the transportation fleet by the Neshaminy School District to Contractor shall be memorialized using the form of School Bus Purchase Agreement attached hereto (the "Bus Purchase Agreement"). The Bus Purchase Agreement contains the terms and conditions under which the buses shall be sold by the Neshaminy School District to the successful Contractor. The Bus Purchase Agreement should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Bus Purchase Agreement, or any other special considerations or conditions requested or required by the Contractor relative to this Request for Proposals or the Bus Purchase Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Following the selection of the successful Contractor by the Neshaminy School District, the Bus Purchase Agreement will be finalized by the parties. The final Bus Purchase Agreement shall be subject to the review and approval by the School District's legal counsel.

8.7.3 Facilities

Included on the flash drive provided at the pre-proposal meeting is a description of the parking and transportation facilities that will be made available to the Contractor by the District for the annual lease price of \$250,000 for the 2014-2015 fiscal year. The lease rate will increase by 3% for each subsequent contract year. The facility rental will include the use of the equipment detailed on the flash drive. The rent payment from the Contractor to the District will be made through a credit on the monthly Contractor invoices for the 10-month period of September – June of each contract year (i.e. \$25,000 per

month for 10 months for the first contract year). The District will be responsible for the cost of all utilities, however the Contractor will work with the District to maximize efficiency including implementing any energy savings programs as required by the District. The Contractor will be responsible for repairs due to facility use, security, and normal wear and tear. The Contractor will also provide to the District a “garage-keepers” insurance policy. The location to be provided will include an on-site fuel tank which will be utilized solely for the provision of services to the District pursuant to Section 8.7.4.

The Contractor’s use of the District’s current transportation facilities, or any portion thereof, to carry out the transportation and maintenance services contemplated by this Request for Proposals and the Contract shall be memorialized using the form of Use Agreement attached to this Request for Proposals (the “Use Agreement”). The Use Agreement contains the terms and conditions under which the current transportation facilities shall be used and maintained by the successful Contractor. The Use Agreement should be reviewed carefully by each Contractor prior to submitting a Proposal. Any exceptions to the terms and conditions contained in the Use Agreement, or any other special considerations or conditions requested or required by the Contractor relative to this Request for Proposals or the Use Agreement shall be enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Following the selection of the successful Contractor by the School District, the Use Agreement will be finalized by the parties. The final Use Agreement shall be subject to the review and approval by the School District’s legal counsel. The Contractor shall be responsible for snow removal from the buses. The Contractor and the School District will be responsible for snow plowing at the current transportation facilities as set forth in the Use Agreement. The successful Contractor will be responsible for any environmental contamination caused by its employees or agents. Unless approved by the School District in writing, the current transportation facilities shall only be used for School District operations.

A tour of the District’s transportation facility will be conducted immediately following the mandatory pre-bid meeting.

8.7.4 Fuel

- 8.7.4.1 The School District will provide the Contractor with the fuel necessary for the performance of the contracts as required by the District. The amount furnished will be limited to the amount actually used in the performance of the Contract with detailed usage information required from the Contractor.

Although the District currently purchases fuel directly through various purchasing programs, the District reserves the right to acquire fuel directly from the Contractor if the Contractor’s fuel purchasing program can offer a cost savings to the District. The Contractor is required to provide the District with fuel cost information upon the District’s request.

- 8.7.4.2 The Contractor is required to provide drivers with specific training on fuel economy techniques including but not limited to non-idling programs.

- 8.7.4.3 The District will provide the Contractor with a diesel fuel tank and dispensing system at the District’s transportation facility. The Contractor will be responsible for any damage to the system, and will be responsible for any clean up costs due to negligence

or actions by Contractor employees. The Contractor will be required to provide all fuel reports that may be required by the District.

- 8.7.4.4 The District is very interested in the benefits and features of utilizing alternative fuels in the student transportation program. To this end, the Proposer is requested to submit information in their proposal relative to services that they can provide which would include vehicles operating one or more recognized alternative fuels. This information should include, but not be limited to, operating benefits, vehicles to be included in alternative fuel program, fuel cost impact, maintenance considerations, operating improvements or limitations, Contractor's experience with alternative fuels, reliability information, environmental benefits, and any change that might impact the prices quoted for the standard transportation program.

Additionally, the Contractor must cooperate with the District on any grants or trial programs that may be available and beneficial as determined by the District.

8.7.5 Extra Work

The District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered will be determined by the applicable prices, set forth in the Contract. The District will not be liable for any extra work or increased compensation unless authorized by the District's written order.

8.7.6 Inspection and Testing

All material, services, and workmanship will be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment will be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards. The District also reserves the right to conduct periodic maintenance inspections on the buses assigned to the District.

8.7.7 Tolls

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any "deadhead" trips will not be reimbursed.

8.7.8 Advertising

Vehicles used in performance of this Contract to transport pupils of the District will not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee which consent may be withheld in the District's sole and absolute discretion.

8.7.9 Transition Plan

The successful Proposer(s) will submit a Transition Plan to the School District within ten (10) calendar days after being notified that it will be awarded the contract. Such Transition Plan must be approved by the District prior to any formal award by the Board of School Directors. It must include, at a minimum, a plan for hiring of personnel; securing vehicles; appointing local management personnel; and the procedures and time line(s) for the continuation of the existing program. The Transition Plan will contain information of what will be completed, when and how it will be done, and performance indicators to ensure that everything will be completed fully and timely. While the School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the successful Proposer.

8.7.10 Public Relations

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

8.8 SAFETY REQUIREMENTS

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

8.9 ROUTE SCHEDULING

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

The District has requested in Alternate 8.18.7 the annual credit should the District decide to eliminate the requirement for the Contractor to provide a trained bus router.

The District or its designee reserves the right to change or designate additional pickup or discharge points when in the opinion of the District it is necessary for the safety and welfare of children. This will be at no additional charge to the District except as detailed in Section 3.2.3.

Routes and schedules are to accommodate class schedules and will be determined by the District.

- 8.9.2 Both parties to the Contract agree to cooperate in revising the trips specified herein to improve service, operating efficiencies or economy. No route changes are to be made by the Contractor without the prior written permission of the Superintendent or his designee. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal

times of a school or schools and services required by such change will be without additional charges except as provided for herein.

Changes required to meet the service needs of the District will be provided by the Contractor in accordance with the following schedule (all times are to be considered maximum times; all “days” are to be considered “school days”):

- a) New student added to an established stop: next day
- b) Regular education student added at a new stop: 3 days
- c) Regular education student requiring a new vehicle: 5 days
- d) Special education student added at a new stop: 1 to 3 days
- e) Special education student requiring a new vehicle: 3 to 5 days
- f) Transportation change required by a legal settlement: next day (Next day transportation will be determined by the District and the Contractor)

8.9.3 The District is operating the Edulog routing software system. The Contractor will be provided with an operating Edulog routing system in the transportation facility. The Contractor is required to operate the system consistent with District policies and procedures. Contractor personnel will be made available to the District at no cost to the District for the purpose of software use training, and the Contractor will provide a dedicated “router”. The Contractor will make access to the computer and software systems available to the District for maintenance and upgrades. The Contractor will be responsible for any costs necessitated due to Contractor employee damage, negligence or theft to the computer equipment or software provided by the District.

8.9.4 The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of School Directors including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of School Directors declare official school days. The Contractor may be required to furnish transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school. Special needs transportation will be determined on an individual basis as directed by the student’s IEP.

8.9.5 Transportation to non-public schools could be provided on those days when the public schools are scheduled not to operate. Bus charges must be adjusted for actual vehicle usage for this type of service.

8.9.6 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the District.

8.9.7 SCHEDULE VARIATIONS

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

- a. District-wide early dismissals when required.

- b. Early dismissals as per calendars provided by the District.
- c. Comparable transportation from all non-public schools covered by this Contract on days when Neshaminy School District has other than regular dismissals.
- d. Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc.. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor will accommodate these early dismissals with price adjustments made consistent with Section 3.2.3.
- e. Summer transportation as detailed in Appendix "A" and as required by the individual student programs.
- f. The Contractor will delay, at no additional cost to the District, the morning routes by up to one hundred twenty (120) minutes on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions.

8.9.8 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the District.

8.10 TRIAL RUNS

On a day established by the District prior to the first day of service under the Contract, each regular driver will make at least one (1) trial AM and PM run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District by the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of the trial runs will be borne by the Contractor and will not be billed to the District.

8.11 OPERATING MATTERS

- 8.11.1 District Operating Policies: Contractor will conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District. See Appendix D.
- 8.11.2 Driver Training and Additional Training: All bus drivers and monitors must receive and participate in required safety instruction as outlined in Commonwealth of Pennsylvania laws and regulations. The cost of such instruction will be paid by the Contractor. Additionally, drivers and bus monitors assigned to vehicles with automated lift systems will receive training on the proper, safe use of the systems. Drivers and monitors will also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

The Contractor will administer a satisfactory safety program that will include, but not be limited to, regularly scheduled safety meetings for Contractor's personnel. At a minimum

there must be two meetings per year, of two (2) hours each, with one held in the Fall and one held in the Spring of each School Year. The Contractor will coordinate with the School District the safety topics relevant to the drivers, and the District's Transportation Supervisor will be provided written notification of the meeting, and invited to attend.

The Contractor, in cooperation with the District, will plan and establish a driver back-to-school orientation meeting in August of each school year. Both the District and the Contractor will participate in this meeting, and all drivers, monitors, supervisors, and other Contractor employees, as appropriate, will attend.

The Contractor will provide orientation materials to each driver on an annual basis including but not limited to: student discipline handbook (to be provided by the District), driver responsibilities in relation to student discipline, School District policies (to be provided by the District), procedures and guidelines, and instructions on camera procedures. Failure of the District to timely provide to the Contractor the material detailed in this paragraph will not relieve the Contractor of its obligations.

- 8.11.3 Emergency Bus Drill: The Contractor will be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills will be held at such times and in such fashion as may be required by law. The Contractor will, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services will be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Neshaminy School District.
- 8.11.4 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor will be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.
- 8.11.5 Emergency Evacuations: The Contractor will assist the District with the emergency evacuations of any public facility, including the Senior Citizen Center, as requested by the District or authorized civil authorities. Payment to the Contractor for any costs incurred will be equal to the actual "out-of-pocket" costs of the Contractor including wages and related mandatory benefit costs. The District reserves the right to require documentation of said costs.
- 8.11.6 Contractor's Monthly Reports: The Contractor will deliver to the District its written report of operations on a monthly basis. Said report will include matters such as:
- a) Actual performance related to scheduled performance;
 - b) Student discipline matters;
 - c) Accidents reports when no students were on board, including driver name, bus #, time, location, and brief description;

- d) Specific driver and attendant training programs;
- e) Driver discipline matters and related documentation including additional classroom training, suspension notices, and other processes that would demonstrate to the District that proactive measures were in place to deal with performance issues;
- f) Complaints including name, date, time of complaint, reason, and resolution;
- g) Breakdowns including route #, bus number, time, cause, and description of service interruption;
- h) List of regular drivers “off” their routes, the length of time of the expected absence, and reasons;
- i) And other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District will meet prior to the beginning of each school year to finalize the information to be contained on this report.

8.11.6.1 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District’s designated liaison must be notified immediately. A written report involving a vehicle transporting one or more students must be provided to the School District within 24 hours for the accident. A complete accident report, in a format designated by the District, must be submitted to the District within 72 hours of the accident. Should information not be available within this 72 reporting mandate to allow the submission of a complete accident report, the Contractor will provide specific notice to the District of the status of the review, the nature of the information that is yet to be gathered, and a timeline for submission of the mandated report. Contractor must also comply with all Federal, Commonwealth, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

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

Drivers will report all cases of student misbehavior on vehicles to the Contractor supervisor on the same day of the incident and will complete a student referral form and submit it to the appropriate school within 24 hours. When an incident occurs, and when requested by the District, the Contractor will provide the digital camera output to the School District’s Transportation Office within 24 hours. In accordance with District policy, the Contractor will not review the camera output before it is supplied to the District. The Contractor and drivers will handle all disciplinary matters and camera output in strict accordance with the School District’s policies and guidelines, and consistent with applicable Commonwealth Regulations.

Violation of good conduct, and improper behavior on the part of students, will be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and monitors maintain good order on the school buses. Drivers and/or monitors may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend

may cause withdrawal of the District's certification (approval) of any driver or monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or monitors will be borne by the Contractor.

- 8.11.6.3 Student Counts: The Contractor is required to provide monthly surveys, properly completed for each bus route. Surveys will include mileage and student load counts, and will be compiled on survey sheets that will be provided by the School District to the Contractor on or before the 1st day of each month. Original surveys are to be sent or delivered to the District no later than the 15th of each month, September through May of each school year. Two detailed surveys, identifying all stops and schools, will be done in September and March, with short surveys completed in all other months. In all cases the information will be in the format as determined by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.
- 8.11.7 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver will file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours.
- 8.11.8 Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time. The Contractor will also make the garage facility available for inspection of equipment by school personnel.
- 8.11.9 Only those children, adults or other person(s) authorized by the District to be transported will be transported under the Contract. The Contractor will agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor.
- The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other school districts.**
- 8.11.10 The Contractor will have in place a designated "hot-line" telephone number that can be utilized by District personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

8.12 BASE PROGRAM PROPOSAL

The Base Program Proposal for the proposed contracted services will be for the 2014-2015 school year consisting of services and routes as described in Appendix "A" and as provided at the pre-proposal meeting.

8.13 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract will be amended to reflect the change by using the Proposal amount quoted per vehicle per day (by vehicle type) on the "Form of Proposal". Such modifications will reflect the appropriate renewal increases.

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

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

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

8.14.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

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

8.14.3 ACT 82 OF 2012 – ARREST OR CONVICTION FORM UNDER ACT 24 AND 82 OF 2012 – ACT 82 of 2012

Signed into law on June 30, 2012, amends Section 111 of the School Code which provides for background checks for employees of public schools, private schools, intermediate units and area vocational-technical schools who have direct contact with children. Section 111 also applies to independent contractors and their employees who have direct contact with children and to student teachers and student teacher candidates assigned to public and private schools. The amendments clarify that the employment prohibitions contained in Section 111(e) and Section 111(f.1) of the School Code, based on conviction of certain offenses, apply to both current and prospective employees. The changes to Section 111 went into effect on June 30, 2012.

8.14.4 DISCRIMINATION PROHIBITED - According to Section 755, Public School Code of Pennsylvania, 1949, as amended

The contractor agrees:

1. That in the hiring of employees for the performance of work under this contract, or any subcontract hereunder, no contractor, subcontractor, nor any person acting on behalf of such contractor or subcontractor, 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;
2. That no contractor, subcontractor, nor any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed or color;
3. That there may be deducted from the amount payable to the contractor under this contract, a penalty of five dollars (\$5.00) for each person for each calendar day during which such person was discriminated against or intimidated, in violation of the provisions of the contract; and,
4. That this contract may be cancelled or terminated by the school district and all money due or to become due hereunder may be forfeited, for a second or any subsequent violation of the terms or conditions of this portion of the contract.

8.15 CONTRACT

The successful Proposer will be required to execute a Contract on the appropriate form furnished by the District which will contain such other further additional provisions as are contained in the Contract document. The Contract will be subject to the approval of the Superintendent of Schools and the Board of School Directors. This Contract will contain a default provision for all Obligations of Contractor contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of her/his Proposal, will forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

8.16 DISPUTES

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between provision of a Contract Document and provisions of a Commonwealth or Federal law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits his/her bid. If the Proposer fails to do so, her/his Proposal will be interpreted by the Superintendent or her/his designate as submitted.

The resulting contract will be governed under the laws of the Commonwealth of Pennsylvania and the Common Pleas Courts of Bucks County. The contractor will at all times comply with and observe all federal and Commonwealth laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Contract disputes should be addressed to the Neshaminy School District Business Administrator. Any dispute arising as to quality and quantity will be subject to laws of the Commonwealth of Pennsylvania.

8.17 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Neshaminy School District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or

may be immeasurable. Accordingly, under the following circumstances, the Neshaminy School District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the Neshaminy School District's expectation that it will not pay for any services that have not been provided. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any liquated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that has lead to the potential assessment of liquidated damages.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and will be deemed damages for breach of this Contract:

- 8.17.1 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under the Contract, the Board of School Directors may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the penalty stated in this Section.
- 8.17.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District will deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 8.17.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- 8.17.4 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the Commonwealth of Pennsylvania, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver so employed, plus the per diem cost for the vehicle for that day.
- 8.17.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Neshaminy School District will have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and Contractor is responsible for incremental financial liability to District.
- 8.17.6 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular or digital phones). Should the District choose the option to require GPS capability, all designated vehicles will have operable GPS systems. \$100 per day per bus liquidated damages will be assessed for any vehicle which does not comply with this requirement.

- 8.17.7 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active digital cameras. \$100 per day per bus liquidated damages will be assessed for any vehicle which does not comply with this requirement.
- 8.17.8 Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.
- 8.17.9 Drivers are not allowed to modify their routes without prior approval of the District, including but not limited to the use of any unauthorized stop locations. Violation of this provision will result in non-payment for the services provided by the offending driver(s) for the period of the violation.
- 8.17.10 This contract requires timely, effective communications from the Contractor in the form of various reports as detailed herein. Failure of the Contractor to provide the mandated reports in the format as prescribed by the District will result in liquidated damages of \$25 for each business day that the report is late, incomplete or inaccurate.
- 8.17.11 The District requires that all vehicles, including spare vehicles, have the proper route number sign prominently displayed. Any vehicle that provides services without the proper signage is subject to daily liquidated damages of \$50.00.
- 8.17.12 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, \$50 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.). Similar damages would be assessed if the driver was not prepared for the trip with sufficient directions, and if the trip did not reach its destination due to the lack of proper preparation. However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the District at the earliest possible date/time of the potential shortage. No liquidated damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.
- 8.17.13 A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the penalty will not be assessed.
- 8.17.14 If the Contractor fails to meet any of the requirements stated in these specifications, the Contractor shall be liable for liquidated damages of \$300 per day per failure from the monthly payment for each such occurrence.
- 8.17.15 The School District will have the right to terminate the Contract at the end of any school year where the Contractor has failed to meet its obligations under the Contract, as evidenced by non-

performance liquidated damages pursuant to this Contract, which equal or exceed \$5,000.00 in any Contract year. It is understood and agreed by the Contractor that the assessment of non-performance damages will be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year.

The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, at law and in equity. As stated, it is not the District's desire to utilize the non-performance liquidated damages provisions unless it is deemed necessary. To this end, the District will accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation period, each instance of non-performance will be documented by the School District within one business day of its occurrence and sent to the Contractor to provide it with an opportunity to respond with an explanation, and affirmation or denial of the allegation. The Contractor will have five business days from the issuance of a documented non-performance issue to contest it in writing. Each Contractor response will be reviewed by the District and evaluated based on the facts of the case. Absent a response or the District's rejection of Contractor's explanation, the liquidated damages associated with the service failure will be added to the overall total. It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Section, or by exercising the provisions of this Section in a particular way, will not be deemed to have waived any of the District's other rights or remedies under the Contract, at law or in equity, or the Contract requirements.

8.18 ALTERNATES

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

8.18.1 PERFORMANCE BOND

The Contractor will furnish the annual cost of providing a performance bond equal to 100% of the Contract awarded to guarantee the faithful performance of such Contract. Such performance bond will be maintained in full force and effect until the Contract has been fully performed. The Performance Bond shall be issued on the form attached hereto, or such other form as is acceptable to the Neshaminy School District in its sole and absolute discretion. The Performance Bond shall be issued by a qualified surety naming the Neshaminy School District as an Obligatee, to ensure faithful performance of all provisions of the Contract. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this section, the Contractor must, as a precondition to receiving further payments, replace the bond with a bond from a surety that meets the stated criteria. The surety company furnishing such performance bond will be authorized to do business in the Commonwealth of Pennsylvania, must be satisfactory to the attorney for the School District, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The performance bond will be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond will be provided to the District at least 30 days prior to each subsequent

contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole and absolute discretion of the District. If Contractor's surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the Contractor must, as a precondition to receiving further payments, replace the bond with a bond from a surety satisfactory to the District. **Proof of bondability must be submitted with the Proposal.**

The District will determine whether or not to require a Performance Bond based upon a number of factors, including but not limited to Contract scope, a financial review of the Contractor, Contractor experience in student transportation and in the Region, and the advice of outside advisors. However, it should be noted that if the pre-payment option is chosen, the District will require the Performance Bond. Whether or not the pre-payment option is chosen, the amount of the Performance Bond, if required, shall be the full amount of the Contract for the applicable school year prior to application of any pre-payment discount. In other words, notwithstanding the fact that the District may receive a pre-payment discount for pre-paying, the Performance Bond shall nevertheless be in the full amount of the Contract and not the discounted amount.

8.18.2 PRE-PAYMENT DISCOUNT

The District is willing to consider a pre-payment of its base transportation contract costs, depending on the discount offered by the Contractor for said pre-payment. The pre-payment would be performed three times per school year (September, and January, and April) for those calculated costs for the provision of basic home-to-school services (non extra-curricular). The District and the Contractor would mutually agree on the calculated amount of services for each of the payment periods (September-December and January-March, and April-June), and the District's costs would be the calculated amount less the pre-payment discount offered by the Contractor and the facility rental. The decision whether or not to accept the pre-payment discount option rests solely with the District, and the decision can be modified each year of the contract. Should the pre-payment discount be accepted by the District, prior to the end of the payment period the District and the Contractor will determine any additional charges, or credits, that should apply and the proper adjustments will be made prior to the end of the current school year. It should be understood that if the District chooses the pre-payment option, the District would require the Contractor to provide a Performance Bond consistent with these specifications.

8.18.3 BAND BUS

The District would like to create a Band Bus to be utilized to move supplies and equipment for the band. To this end, the District is requesting a quote from the Proposer for the development of this vehicle which is envisioned to be an obsolete full-sized bus that has been retrofitted by removing passenger seats and safety lights and related equipment. The bus will require the installation of a ramp in the rear which will allow a golf cart to be transported in the vehicle. The bus will be painted with the school colors.

The driver of this band bus will be a Contractor employee who will be paid at the driving or waiting rate as shown in the Form of Proposal. The District will maintain ownership of the Band Bus, but the Contractor will be requested to provide periodic maintenance at the Contractor's cost of parts and maintenance labor.

Information about the Proposer's proposal for the creation and operation of the Band Bus will be included in Section #10 of the Proposal binder.

8.18.4 MAINTENANCE SERVICES FOR NON-STUDENT VEHICLES

The District maintains a fleet of non-student vehicles for use by the Buildings and Grounds and Support Services departments. The District is requesting a proposal from the Contractor for maintaining these vehicles on a time and materials basis upon the request of the District. The Proposer is requested to stipulate a rate per hour for shop work, plus the actual cost of parts increased by 10%. All invoices for said services will include detail on the actual cost of the parts, and the District reserves the right to provide the specific parts to the Contractor in certain instances.

8.18.5 ROUTER FUNCTION

Pursuant to these specifications, the Contractor is required to provide a full-time routing specialist to perform the District's routing utilizing the Edulog routing software. In the event that the District should determine that they would continue to be directly responsible for the routing function, thereby removing the requirement for the Contractor to provide this service, the District would like information on the annual cost decrease (credit) that would be provided by the Contractor. The annual credit will be provided on the Form of Proposal. Any narrative that the Contractor believes would be helpful in the proposal review should be provided in Section #9 of the Proposal Binder.

8.19 HAZARDOUS SUBSTANCES

Throughout the term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any Neshaminy School District property or other persons property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and the Neshaminy School District. A violation of applicable laws, rule or regulations may result in termination of this Contract. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

8.20 STATUTE OF LIMITATIONS

As between District and Contractor, or anyone claiming under, by or through Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The District reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

APPENDIX "A"

PROGRAM DESCRIPTION and REPORTING MANDATES

Section 1: Out-of-District Sped destinations:

Information on out-of-district destinations, including student counts, will be provided at the prebid meeting.

Section 2: Asset list in Transportation Facility:

Detailed asset lists of all parts, supplies and equipment will be distributed at prebid meeting.

Section 3: Current District fleet details

A detailed listing of each vehicle, including model/chassis/ serial #/year, capacity, body, tag #/ GVWR/ Original price/ Mileage/Camera status/ Brakes/ Value/ and condition statement will be provided at the pre-proposal meeting in an Excel format on the flash drives distributed. The listing will be in the following style:

NESHAMINY SCHOOL DISTRICT FLEET LISTING – 10/2013

ID#	Model/Chassis	Serial #	Year- Capacity _____ - Body - Tag#	Gvwr lbs.	Mileage	Camera	Brakes	Value	Condition
Full size buses - all diesel									
B1	AMERICAN RE	1BABKBPA73 F209681	2003- 78Pass -Blue Bird - SC-32811	36,200	156,569		Air Drum	\$8,050	r/side rear lower panel+ corner+ bat door+engine door repair
B2	AMERICAN RE	1BABKBPA93 F209682	2003- 78Pass -Blue Bird - SC-32812	36,200	155,107		Air Drum	\$8,050	r/side
B3	AMERICAN RE	1BABKBPA03 F209683	2003- 78 Pass -Blue Bird - SC-32813	36,200	143,940		Air Drum	\$8,050	r/side mid panel and l / side mid panel
B4	AMERICAN RE	1BABKBPA23 F209684	2003- 78Pass -Blue Bird - SC-32814	36,200	3,842	camera	Air Drum	\$85,100	ok
B5	SAF-T-LINER C2	4UZABRCS67 CX66318	2007- 78Pass -Thomas - SC-47607	33,000	93,458		Air Drum	\$23,000	ok

B6	SAF-T-LINER C2	4UZABRCS87 CX66319	2007- 78Pass -Thomas - SC-47608	33,000	103,566		Air Drum	\$23,000	r/side front and rear corner
B7	SAF-T-LINER C2	4UZABRDT4A CAP6617	2010- 78Pass -Thomas - SC-55835	33,000	62,191		Air Drum	\$52,900	ok
B8	AMERICAN RE	1BABKBPA43 F209685	2003- 78Pass -Blue Bird - SC-32815	36,200	152,147		Air Drum	\$8,050	r/side mid panel
B9	AMERICAN RE	1BABKBPA63 F209686	2003- 78Pass -Blue Bird - SC-32816	36,200	153,658		Air Drum	\$8,050	r/side mid panel
B10	SAF-T-LINER C2	4UZABRDT9E CFR0081	2014- 78 Pass	33,000	3,509	camera	Air Drum	\$85,100	ok
B11	SAF-T-LINER C2	4UZABRDT1E CFR0091	2004- 78 Pass	33,000	2,972	camera	Air Drum	\$85,100	ok
B12	AMERICAN RE	1BABKBPA3 F209688	2003- 78Pass -Blue Bird - SC-32818	36,200	157,283		Air Drum	\$8,050	r/side mid panel
B14	SAF-T-LINER C2	4UZABRDT9E CFR0095	2014- 78 Pass	33,000	3,263	camera	Air Drum	\$85,100	Ok
B15	SAF-T-LINER C2	4UZABRDT7E CFR0080	2014- Pass	33,000	3,266	camera	Air Drum	\$85,100	Ok
B16	SAF-T-LINER C2	4UZABRDT4E CFR0084	2014-Pass	33,000	1,513	camera	Air Drum	\$85,100	Ok
B17	AMERICAN RE	1BABKBKA65 F225414	2005- 78Pass - Blue Bird - SC-14989	36,200	143,221		Air Drum	\$13,800	r/engine needs paint

B19	AMERICAN RE	1BABKBKA85 F225415	2005- 78Pass -Blue Bird - SC-14991	36,200	122,110		Air Drum	\$13,800	r/side rear mid panel and lower panel +rail
B20	SAF-T-LINER C2	4UZABRDT1E CFR0088	2014- Pass	33,000	2,785	camera	Air Drum	\$85,100	
B21	AMERICAN RE	1BABKBKAX5 F225416	2005- 78Pass -Blue Bird - SC-14936	36,200	143,420		Air Drum	\$13,800	r/side panel +lower panel +rail after r/wheels
B22	SAF-T-LINER C2	4UZABRCS47 CX66320	2007- 78Pass -Thomas - SC-47609	33,000	115,800		Air Drum	\$23,000	r/side rear corner panel
B23	SAF-T-LINER C2	4UZABRCS67 CX66321	2007- 78Pass -Thomas - SC-47610	33,000	911,818		Air Drum	\$23,000	r/side rear corner panel +rail
B24	SAF-T-LINER C2	4UZABRDJ48C Z16496	2008- 78Pass -Thomas - SC-50309	33,000	76,862		Air Drum	\$32,200	r/rear corner
B25	SAF-T-LINER C2	4UZABRCS87 CX66322	2007- 78Pass -Thomas - SC-47611	33,000	99,397		Air Drum	\$23,000	Ok
B26	SAF-T-LINER C2	4UZABRDJ68C Z16502	2008- 78Pass -Thomas - SC-50333	33,000	81,307		Air Drum	\$32,200	Ok
B27	AMERICAN RE	1BABKBKA15 F225417	2005- 78Pass -Blue Bird - SC-14983	36,200	121,141		Air Drum	\$13,800	Ok
B28	SAF-T-LINER C2	4UZABRDJ48C Z16501	2008- 78Pass -Thomas - SC-50332	33,000	98,648		Air Drum	\$32,200	Ok
B29	AMERICAN RE	1BABKBKA35 F225418	2005- 78Pass -Blue Bird - SC-14990	36,200	149,618		Air Drum	\$13,800	r/side mid panel

B30	AMERICAN RE	1BABKBKA55 F225419	2005- 78Pass -Blue Bird - SC-21379	36,200	154,412		Air Drum	\$13,800	r/side mid panel
B31	SAF-T-LINER C2	4UZABRDT6A CAP6618	2010- 78Pass -Thomas - SC-55834	33,000	79,571		Air Drum	\$52,900	Ok
B32	SAF-T-LINER C2	4UZABRDT8A CAP6619	2010- 78Pass -Thomas - SC-55833	33,000	59,280		Air Drum	\$52,900	Ok
B33	SAF-T-LINER C2	4UZABRDT4A CAP6620	2010- 78Pass -Thomas - SC-55832	33,000	66,096		Air Drum	\$52,900	l/rokeyar lower panel and rail
B34	SAF-T-LINER C2	4UZABRDT6A CAP6621	2010- 78Pass -Thomas - SC-55830	33,000	56,603		Air Drum	\$52,900	Ok
B35	SAF-T-LINER C2	4UZABRDT8A CAP6622	2010- 78Pass -Thomas - SC-55831	33,000	56,525		Air Drum	\$52,900	Ok
B36	SAF-T-LINER C2	4UZABRDT0E CFR0082	2014- Pass	33,000	4,114	camera	Air Drum	\$85,100	Ok
B37	SAF-T-LINER C2	4UZABRDJ08C Z16494	2008- 78Pass -Thomas - SC-50310	33,000	83,271		Air Drum	\$32,200	Ok
B38	SAF-T-LINER C2	4UZABRDT3E CFR0092	2014- Pass	33,000	3,033	camera	Air Drum	\$85,100	Ok
B39	SAF-T-LINER C2	4UZABRDT5E CFR0093	2014- Pass	33,000	2,661	camera	Air Drum	\$85,100	Ok
B40	SAF-T-LINER C2	4UZABRCSX7 CX66323	2007- 78Pass -Thomas - SC-47612	33,000	85,711		Air Drum	\$23,000	Ok

B41	SAF-T-LINER C2	4UZABRCS17 CX66324	2007- 78Pass -Thomas - SC-47613	33,000	103,237		Air Drum	\$23,000	Ok
B42	AMERICAN FE	1BABKCKA25 F225402	2005- 78Pass -Blue Bird - SC-32819	30,000	111,280		Air Drum	\$13,800	Ok
B43	SAF-T-LINER C2	4UZABRDT0E CFR0096	2014- Pass	33,000	2,499	camera	Air Drum	\$85,100	Ok
B44	SAF-T-LINER C2	4UZABRCS37 CX66325	2007- 78Pass -Thomas - SC-47614	33,000	96,262		Air Drum	\$23,000	r/side mid panel
B45	SAF-T-LINER C2	4UZABRDJ39C AD3635	2009- 78Pass- Thomas - SC-51858	33,000	68,014		Air Drum	\$40,250	Ok
B46	AMERICAN FE	1BABKCKA45 F225403	2005- 78Pass -Blue Bird - SC-21369	30,000	119,228		Air Drum	\$13,800	r/rear side panel
B47	SAF-T-LINER C2	4UZABRCS27 CX66333	2007- 78Pass -Thomas - SC-47622	33,000	86,363		Air Drum	\$23,000	Ok
B48	SAF-T-LINER C2	4UZABRCS77 CX66327	2007- 78Pass -Thomas - SC-47616	33,000	95,151		Air Drum	\$23,000	Ok
B49	SAF-T-LINER C2	4UZABRCS97 CX66328	2007- 78Pass -Thomas - SC-47617	33,000	98510		Air Drum	\$23,000	Ok
B50	SAF-T-LINER C2	4USABRDT7E CFR0094	2014- Pass	33,000	3,285	camera	Air Drum	\$85,100	Ok
B51	SAF-T-LINER C2	4UZABRCS07 CX66329	2007- 78Pass -Thomas - SC-47618	33,000	111,334		Air Drum	\$23,000	r/rear side panel

B52	SAF-T-LINER C2	4UZABRCS77 CX66330	2007- 78Pass -Thomas - SC-47619	33,000	111,961		Air Drum	\$23,000	r/mid side panel
B53	SAF-T-LINER C2	4UZABRCS97 CX66331	2007- 78Pass -Thomas - SC-47620	33,000	93,700		Air Drum	\$23,000	Ok
B54	SAF-T-LINER C2	4UZABRCS07 CX66332	2007- 78Pass -Thomas - SC-47621	33,000	105,049		Air Drum	\$23,000	r/side mid panel
B55	SAF-T-LINER C2	4UZABRCS57 CX66326	2007- 78Pass -Thomas - SC-47615	33,000	115,631		Air Drum	\$23,000	r/mid side panel and rear corner
B56	SAF-T-LINER C2	4UZABRCS47 CX66334	2007- 78Pass -Thomas - SC-47623	33,000	106,664		Air Drum	\$23,000	r/side lower at rear whells
B57	AMERICAN FE	1BABKCKAX5 F225406	2005- 78Pas -Blue Bird - SC-21372	30,000	121,663		Air Drum	\$13,800	r/side rear panel
B58	SAF-T-LINER C2	4UZABRCS67 CX66335	2007- 78Pass -Thomas - SC-47624	33,000	87,535		Air Drum	\$23,000	Ok
B59	SAT-T-LINER C2	4UZABRDT9E CFR0078	2014- Pass	33,00	2,856	camera	Air Drum	\$85,100	Ok
B60	SAF-T-LINER C2	4UZABRCS87 CX66336	2007- 78Pass -Thomas - SC-47625	33,000	107,521		Air Drum	\$23,000	Ok
B61	SAF-T-LINER C2	4UZABRCSX7 CX66337	2007- 78Pass -Thomas - SC-47626	33,000	97,697		Air Drum	\$23,000	Ok
B63	SAF-T-LINER C2	4UZABRDT2E CFR0083	2014- Pass	33,000	3,350	camera	Air Drum	\$85,100	Ok

B64	SAF-T-LINER C2	4UZABRDTXE CFR0087	2014- Pass	33,000	3,473	camera	Air Drum	\$85,100	r/side rear
B65	AMERICAN FE	1BABKCKA55 F225409	2005- 78Pass -Blue Bird - SC-14981	30,000	111,104		Air Drum	\$13,800	r/rear corner
B66	AMERICAN FE	1BABKCKA15 F225410	2005- 78Pass -Blue Bird - SC-35452	30,000	119,239		Air Drum	\$13,800	Ok
B67	AMERICAN FE	1BABKCKA35 F225411	2005- 78Pass -Blue Bird - SC-21374	30,000	130,920		Air Drum	\$13,800	Ok
B68	AMERICAN FE	1BABKCKA55 F225412	2005- 78Pass -Blue Bird - SC-21375	30,000	120,104		Air Drum	\$13,800	l/rear corner
B69	AMERICAN FE	1BABKCKA75 F225413	2005- 78Pass -Blue Bird - SC-21376	30,000	114,908		Air Drum	\$13,800	r/side rear paint only
B70	AMERICAN RE	1BABKBKA15 F225420	2005- 78Pass -Blue Bird - SC-38977	36,200	121,579		Air Drum	\$13,800	Ok
B71	AMERICAN RE	1BABKBKA35 F225421	2005- 78Pass -Blue Bird - SC-38978	36,200	122,015		Air Drum	\$13,800	r/side rear panel and lower rail
B72	SAF-T-LINER C2	4UZABRDJ89C AD3632	2009- 78Pass - Thomas - SC-51861	33,000	2,874	camera	Air Drum	\$85,100	Ok
B73	AMERICAN RE	1BABKBXA04 F216621	2004- 78Pass -Blue Bird - SC-38568	36,000	126,634		Air Drum	\$10,350	r/rear corner
B74	SAF-T-LINER C2	4UZABRDJ19C AD3634	2009- 78Pass- Thomas - SC-51859	33,000	72,640		Air Drum	\$40,250	Ok

B75	SAF-T-LINER C2	4UZABRDJX9 CAD3633	2009- 78Pass- Thomas - SC-51860	33,000	65,412		Air Drum	\$40,250	Ok
B76	SAF-T-LINER C2	4UZABRDTXE CFR0090	2014- Pass	33,000	3,923	camera	Air Drum	\$85,100	Ok
B77	SAF-T-LINER C2	4UZABRDTXA CAP6623	2010- 78Pass -Thomas - SC-55829	33,000	60,015		Air Drum	\$52,900	Ok
B79	AMERICAN RE	1BABKBXA84 F216625	2004- 78Pass -Blue Bird - SC-38572	36,000	130,193		Air Drum	\$10,350	r/side mid panel
B80	SAF-T-LINER C2	4UZABRDT0E CFR0079	2014- Pass	33,000	3,302	camera	Air Drum	\$85,100	r/rear rub rail
B81	SAF-T-LINER C2	4UZABRDT6E CFR0085	2014- Pass	33,000	1,146	camera	Air Drum	\$85,100	Ok
B82	AMERICAN RE	1BABKBXA24 F216622	2004- 78Pass -Blue Bird - SC-38569	36,000	155,837		Air Drum	\$10,350	r/side mid panel
B83	AMERICAN RE	1BABKBXA44 F216623	2004- 78Pass -Blue Bird - SC-38570	36,000	128,829		Air Drum	\$10,350	r/side mid panel and both rear corners
B84	AMERICAN RE	1BABKBXA64 F216624	2004- 78Pass -Blue Bird - SC-38571	36,000	115,134		Air Drum	\$10,350	r/side mid panel
B85	SAF-T-LINER C2	4UZABRDT7E CFR0077	2014- Pass	33,000	2,593	camera	Air Drum	\$85,100	ok
Mini buses - all diesel									
B101	FORD E450	1FDWE45F83H B13681	2003- 30Pass -Blue Bird - SC-35451	14,000	175,332		Hydraulic disc	\$2,875	Ok

B102	FORD E450	1FDWE45FX3 HB13682	2003- 30Pass -Blue Bird - SC-35450	14,000	173,067		Hydraulic disc	\$2,875	Ok
B103	CHEVY 4500	1GBKG316491 171290	2010-30 Pass -Thomas - SC-55839	14,200	74,277		Hydraulic disc	\$36,800	Ok
B104	FORD E-450	1FDXE45P66H B18153	2007- 30Pass -Thomas - SC-49323	14,050	823,691		Hydraulic disc	\$17,250	Ok
B105	FORD E-450	1FD4E45P08D B19909	2008- 30Pass -TransTech - SC-51562	14,500	104,493		Hydraulic disc	\$23,000	Ok
B106	FORD E-450	1FD4E45P78D B19910	2008 - 30Pass -TransTech - SC-51563	14,050	102,406		Hydraulic disc	\$23,000	Ok
B107	FORD E450	1FDXE45P84H A88506	2004- 30Pass -Blue Bird - SC-14961	14050	137,166		Hydraulic disc	\$5,175	Ok
B108	FORD E450	1FD4E45P79D A05710	2009- 30Pass -TransTech - SC-51705	14,500	87,804		Hydraulic disc	\$29,900	Ok
B109	CHEVY G30	1GBJG31F5211 94482	2002- 24Pass-Blue Bird -SC- 32810	12,000	194,766		Hydraulic disc	\$2,300	Rear door bottom rusted
B110	FORD E450	1FD4E45P99D A05711	2009- 30Pass -TransTech - SC-51706	14,500	86,129		Hydraulic disc	\$29,900	Ok
B111	FORD E450	1FDXE45PX6H B18155	2007- 30Pass -Thomas - SC-47628	14,050	120,104		Hydraulic disc	\$17,250	r/side bottom font to rear wheels
B112	FORD E450	1FDXE45P35H B24524	2005- 30Pass -Blue Bird - SC-43385	14,050	151,135		Hydraulic disc	\$9,200	Ok

B113	FORD E450	1FD4E45P08D B29565	2008- 30Pass -Thomas - SC-51864	14,050	101,254		Hydraulic disc	\$23,000	Ok
Wheel chair buses - all diesel - Flexible floorplans									
B200	FREIGHTLINER	4UZ6CFAAXY CF22073	2000- 39Pass -Blue Bird - SC-14963	29,000	150,109		Air Drum	\$2,875	Ok
B201	B-BIRD VISION	1BAKBCKA35 F225943	2005- 43Pass -Blue Bird - SC-21378	30,000	148,185		Air Drum	\$11,500	r/rear corner and rear door bottom rusted
B202	B-BIRD VISION	1BAKBCKA15 F225942	2005- 43Pass-Blue Bird -SC- 21377	30,000	146,863		Air Drum	\$11,500	Ok
B203	SAF-T-LINER-C2	4UZABRDJ18C Z60410	2008- 42Pass -Thomas - SC-50799	30,280	105,434		Air Drum	\$29,900	Ok
B204	TCFE 1000	1BAHBCSA8V F071661	1997- 27Pass -Blue Bird SC-14927	24,090	165,043		Air Drum	\$2,300	Ok
B205	FORD E450	1FDXE45P76D A32096	2006- 31Pass -Blue Bird - SC-14972	14,050	131,410		Hydraulic disc	\$12,650	Ok
B206	FORD E450	1FDXE45P15H B24523	2005- 31Pass -Blue Bird - SC-43384	14,050	132,536		Hydraulic disc	\$9,200	Ok
B207	SAF-T-LINER-C2	4UZABRCS37 CX67054	2007- 42Pass -Thomas -SC- 47627	30,280	131,632		Air Drum	\$20,700	Ok
								\$3,425,850	

Section 4: Facility layout and information

- Facility tour will be conducted immediately following pre-bid meeting
- Facility layout will be available for review at pre-bid meeting. Facility is approximately 8,064 square feet 5 maintenance/shop areas, 2 parts rooms, drivers' lounge, restrooms, 2 office areas, dispatch area, and secretary area. Parking area is sufficient for entire fleet and is adjacent to

Section 5: Current operating program details

BELL TIMES			
SCHOOL	GRADES	START	END
High School	9 to 12	7:15	2:15
Tawanka	9 to 12	8:10	1:55
Poquessing	6 to 8	7:55	2:45
Sandburg	6 to 8	7:30	2:45
Maple Point	6 to 8	7:30	2:45
Heckman	K to 5	9:10	3:35
Schweitzer	K to 5	9:00	3:35
Miller	K to 5	8:50	3:15
Hoover	K to 5	9:10	3:35
Everitt	K to 5	8:50	3:15
Lower South	K to 5	8:50	3:15
Ferderbar	K to 5	9:10	3:35

Section 6: Reporting Mandates

Data to be submitted to the District:

INFORMATION DESCRIPTION	DATES
Insurance Certificates	June 15 th for summer contracts August 1 st for school year contracts
Vehicle information including serial #, chassis year, model year, make/model, capacity, mileage	Prior to beginning of each school year
Final fleet list including detailed vehicle descriptions and mileage	July 1 st for preceding school year
Driver information as required by law	August 31 st
New Driver information	Before being placed on any route
Driver monthly mileage surveys	25 th of each month
September mileage “long” route surveys	Third week of September
List of drivers’ and monitors’ names arranged by route number. List will include route #, vehicle fleet number, cell phone number (if applicable), driver’s or monitor’s name, home phone number, and parking lot location of assigned bus(es).	First list: On or before the 1 st day of school. List to be updated and submitted to District with any changes in assignments by 1 st day of each month.
List of routes that are not covered by the regular driver or monitor for more than one week	The 1 st of each month
Documentation of Contractor’s compliance with drug and alcohol testing requirements	As requested by the District
Other information as may be required by the District	As requested by the District
This list represents a summary of key reporting requirements, and is being provided as a convenience to the Contractor. Additional reporting mandates are detailed in the specifications. It is the Contractor’s responsibility to comply with the requirements of the specifications, and exclusion of any item from this listing does not eliminate any requirements.	

Section 7: Current District employee wage and benefit information:

Employee Profile Information:

A copy of the current labor agreement, and other supporting employee wage and benefit information, will be provided at the pre-proposal meeting.

APPENDIX "B"

Pursuant to Specifications 8.7.2.2., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer's Name: _____

Authorized Signature: _____

Make/Model	Year	Seating Capacity	Fuel Type

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

APPENDIX C
SAMPLE ONLY

NESHAMINY SCHOOL DISTRICT TRANSPORTATION REPORT
--

MONTHLY ACTIVITY REPORT
MONTH: _____, 201__

# FULL OPERATING DAYS - YEAR-TO-DATE:			days
# FULL OPERATING DAYS REMAINING IN YEAR:			days
<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>
Regular Runs			
Private/Parochial			
Special Runs			
Late Runs			
Other:			
TOTALS:			
<u>FIELD TRIP RUNS MILEAGE</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>
Trip: _____			
Trip: _____			
Trip: _____			
Other:			
TOTALS:			
<u>FIELD TRIP RUNS HOURS</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>
Trip: _____	\$	\$	\$
Trip: _____	\$	\$	\$
Trip: _____	\$	\$	\$
Other:	\$	\$	\$
TOTALS:	\$	\$	\$

SAFETY AND TRAINING ACTIVITY:
<hr/> <hr/> <hr/> <hr/>
ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)
<hr/> <hr/> <hr/> <hr/>
OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)
<hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/> <hr/>

Date Prepared: ____/____/____

Prepared by: _____

Title: _____

APPENDIX “D”

BOARD POLICIES

The District’s Board Policies are available at www.Neshaminy.org.

THIS FORM MUST BE SIGNED AND NOTARIZED ===== SUBMIT WITH PROPOSAL =====

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY NESHAMINY SCHOOL DISTRICT, NESHAMINY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE NESHAMINY SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, FINES, PENALTIES, DEBTS, LIENS, COSTS, EXPENSES, DAMAGES, ATTORNEYS FEES, EXPERT WITNESS FEES, COURT COSTS, JUDGMENT, CLAIM, OR DEMAND, HEREAFTER COLLECTIVELY "CLAIMS", WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF NESHAMINY SCHOOL DISTRICT, NESHAMINY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES;

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENCE, ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

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

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK WILL DEFEND (WITH LEGAL COUNSEL ACCEPTABLE TO THE NESHAMINY SCHOOL DISTRICT) ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE NESHAMINY SCHOOL DISTRICT, NESHAMINY SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NESHAMINY SCHOOL DISTRICT ON ANY CLAIMS, AND WILL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE NESHAMINY SCHOOL DISTRICT, NESHAMINY SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE NESHAMINY SCHOOL DISTRICT ARISING OUT OF ANY CLAIMS.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT WILL APPLY TO ANY CLAIMS, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY CLAIMS, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR AND CONTRACTOR'S PERFORMANCE OF THE CONTRACT. NOTHING IN THIS AGREEMENT IS INTENDED TO WAIVE OR EXTINGUISH THE IMMUNITY PROTECTIONS OF THE NESHAMINY SCHOOL DISTRICT, ITS AGENTS OR EMPLOYEES AS SET FORTH IN THE PENNSYLVANIA'S POLITICAL SUBDIVISION TORTS CLAIMS ACT.

Signature _____ Date _____

Sworn to before me this ____ day of _____, 2013.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3 of the Neshaminy School District transportation bid, dated December 20, 2013, the undersigned hereby acknowledges the following:

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

Initials: _____

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

Initials: _____

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

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

**STUDENT TRANSPORTATION PROPOSAL
FORM OF PROPOSAL**

**RFP #15-14
December 20, 2013**

PURCHASING OFFICE
NESHAMINY SCHOOL DISTRICT
2001 OLD LINCOLN HIGHWAY
LANGHORNE, PA 19047

CONTRACT PRICES

HAVING CAREFULLY EXAMINED THE PROPOSAL DOCUMENTS, THE CONTRACT DOCUMENTS, THE ROUTES, SCHEDULES, BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, THE TRANSPORTATION FLEET, THE COMMUNICATIONS EQUIPMENT, THE SPARE PARTS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES, WORK, AND VEHICLES AND EQUIPMENT TO BE ACQUIRED, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES, WORK AND ACQUISITION OF VEHICLES AND EQUIPMENT FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE PROPOSAL DOCUMENTS AND CONTRACT DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____

MY PROPOSAL WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE PROPOSAL DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE NESHAMINY SCHOOL DISTRICT, AS SPECIFIED:

1. Pricing – Each Proposer will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their price proposal. The flash drive will be distributed at the pre-proposal meeting on December 5, 2013. The Proposer must return to the District the Excel file completed on the original flash drive, plus a printed copy with Proposer's signature at the end of each year's tab. (A sample of the pricing pages is included at the end of these specifications.)

2. If the Proposer is a corporation, is it incorporated in Pennsylvania?

☐ Yes ☐ No

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

3. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Documents including the Instructions to Proposers, General Conditions, Proposal Certifications, and Specifications. The person executing this Proposal on behalf of the Proposer represents and warrants that he/she has the authority to submit this Proposal and to bind his/her principal to the terms hereof.

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

Name	Address	Contact Person	Telephone
<hr/>			
<hr/>			
<hr/>			

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.
6. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole and absolute discretion to determine the best Proposal to meet the needs of the District.

Very truly yours,

Signature: _____

Authorized Name: _____

Title: _____

Company: _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: December 20, 2013

I. GENERAL PROPOSAL CERTIFICATION

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

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

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

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

Any proposal will be deemed to have been authorized by the board of directors of the Proposer, and such authorization will be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

Sworn to and Subscribed Before Me

On This _____ Day of _____, 2013.

Notary Public

FORM OF PROPOSAL BOND

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the NESHAMINY SCHOOL DISTRICT (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____, 20__.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform pupil transportation services and maintenance services for the Obligee, and to purchase the Obligee's transportation fleet, spare parts inventory and related communications equipment, pursuant to Obligee's Specifications and Proposal Forms for Student Transportation RFP#15-14 ("RFP") and other contract documents incorporated into said RFP by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that such shall be accompanied by proposal security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his proposal by Obligee and within the period specified therefore in the proposal requirements, enter into the Contract, Use Agreement and Bus Purchase Agreement (as such terms are defined in the RFP), in accordance with the RFP and proposal as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contracts, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the proposal requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contracts, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted proposal and any higher amount for which the Obligee may contract for the required services and any loss which Obligee may sustain in selling the transportation fleet and spare parts, as well as any advertising, professional, consulting, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this proposal security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

Witness:

(Partnership Principal)

Witness:

_____(SEAL)

(Signature of Individual)

Trading and doing business as:

(Name of Partnership)

By:_____(SEAL)

(Corporation Principal)

Attest: _____
(Asst.) Secretary

(CORPORATE SEAL)

(Limited Liability Company Principal)
WITNESS:

By: _____(SEAL)

(Name of Corporation)

By: _____
(Vice) President

(Name of Limited Liability Company)

By: _____(SEAL)
(Managing) Member

By: _____(SEAL)
Member

By: _____(SEAL)
Member

FORM OF AGREEMENT OF SURETY

KNOW ALL MEN BY THESE PRESENTS, that we, _____, as Surety, a corporation existing under the laws of the State of _____, and authorized to transact business in the Commonwealth of Pennsylvania hereby agrees intending to be legally bound hereby, to execute and deliver to the NESHAMINY SCHOOL DISTRICT located in Langhorne, Bucks County, Pennsylvania, within the time limit specified in the Specification and Proposal Forms for Student Transportation RFP #15-14 ("RFP"), the Performance Bond in the form included in the RFP in an amount of 100% of the annual amount of the Contract (as defined in the RFP) for each year of the Contract (without reduction for any pre-payment discount), in favor of the NESHAMINY SCHOOL DISTRICT, as required for the faithful performance and proper fulfillment of the Contract, Use Agreement, Bus Purchase Agreement, and Indemnification, Defense and Hold Harmless Agreement (all as defined in the RFP), on behalf of _____ (hereinafter called the Proposer) provided that the Contract be awarded to the Proposer within the time period as set forth in the RFP.

Surety further agrees that should the Surety, after notification of intent to make such award, omit or refuse to execute the required bond, then the Surety shall pay to the NESHAMINY SCHOOL DISTRICT, hereinafter called the Obligee, any difference between the total amount specified in said Proposer's proposal for the required pupil transportation services and maintenance services, and purchase of the transportation fleet and certain other equipment, assets and spare parts inventory and the amount of which said Obligee may procure the same pupil transportation services and maintenance services, and purchase of the transportation fleet and certain other equipment, assets and spare parts inventory, if the latter amount be in excess of the former, plus any advertising, professional, consulting, legal and other expenses incurred by Obligee; provided, however, that the obligations of Surety hereunder shall not exceed the amount of proposal security provided by the Proposer together with interest.

Dated: _____, 20____
(CORPORATE SURETY)

WITNESS OR ATTEST:

By: _____
Attorney-in-Fact*

NAME: _____
(Please type)

*Attach an appropriate Power of Attorney, dated as of the same date as this Agreement, evidencing the authority of the Attorney-in-Fact to act on behalf of the corporation.

FORM OF BUS PURCHASE AGREEMENT

BUS PURCHASE AGREEMENT

THIS BUS PURCHASE AGREEMENT (hereinafter the "Agreement") is made and entered into _____ this day of _____, 2013 (the "Effective Date"), by and between **NESHAMINY SCHOOL DISTRICT**, a Pennsylvania public school district, whose administrative office address is _____ (hereinafter the "School District") and **[NAME OF CONTRACTOR]**, a _____, whose address is _____ (hereafter the "Contractor").

RECITALS

A. The School District issued Specification and Proposal Forms for Student Transportation RFP #15-14 (the "RFP"), in November 15, 2013, the purpose of which was to solicit proposals from qualified vendors with the ability to provide transportation services for the School District at a more cost effective price, as well as to purchase the School District's transportation fleet, certain assets and equipment and spare parts inventory.

B. The Contractor submitted to the School District a Proposal in response to the RFP, dated December 20, 2013, to provide transportation services, maintenance services, and to the School District, as well as to purchase the School District's transportation fleet, certain transportation related communications equipment and spare parts inventory (the "Proposal").

C. The School District issued a Notice of Award to Contractor accepting Contractor's Proposal.

D. Pursuant to the resulting Contract between the School District and the Contractor, the Contractor is required to purchase the School District's transportation fleet, and certain assets and equipment and spare parts inventory.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. Sale of Motor Vehicles and Spare Parts. The School District hereby grants, bargains, sells, conveys, transfers and delivers to Contractor the school buses, vans and other vehicles (collectively, the "Vehicles") and the equipment, assets and spare parts inventory (collectively, the "Equipment") identified on Schedule 1 attached hereto and made a part hereof.
2. Purchase Price. The purchase price ("Purchase Price") for the Vehicles and Equipment is _____, which Purchase Price was determined in accordance with the RFP and Contractor's Proposal pricing form(s) attached to the Contractor's Proposal. Contemporaneously with the execution of this Agreement, Contractor shall deliver the Purchase Price to the School District via certified check.
3. Conveyance of Title. School District shall deliver to Contractor all such documents and instruments reasonably necessary in order to convey title in the Vehicles and Equipment to the Contractor.
4. Disclaimer of Warranties. The Vehicles and Equipment are sold "AS IS" and School District does not, in any way, expressly or impliedly, give any warranties with respect to the Vehicles or Spare Parts. SCHOOL DISTRICT EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE. Contractor

acknowledges that it had an opportunity to examine the Vehicles and Equipment prior to the sale and accepts the Vehicles and Equipment as conforming in all respects.

- 5. Limitation of Liability. SCHOOL DISTRICT SHALL HAVE NO LIABILITY OR RESPONSIBILITY FOR INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER SUFFERED OR INCURRED BY CONTRACTOR AS A CONSEQUENCE OF THE USE, OWNERSHIP AND/OR OPERATION OF THE VEHICLES OR EQUIPMENT OR OTHERWISE, EVEN IF SCHOOL DISTRICT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

- 6. District Repurchase of Vehicles. The District reserves the right to “buy-back” the vehicles providing services to the District at the termination of the contract at the Contractor’s book value of the vehicles. This would include both vehicles originally purchased from the District, and any vehicles added to the fleet serving the District during the term of the contract. The book value shall be established by the Contractor consistent with Generally Accepted Accounting Principals (GAAP). The District reserves the right to require the Contractor to provide a detailed report of vehicle book values at a scheduled as determined by the District.

- 7. Sales and Transfer Fees. Contractor shall pay all sales tax and transfer fees incidental to the sale of the Vehicles and Equipment and shall indemnify School District from any and all such costs and expenses.

- 8. Indemnification. Contractor shall indemnify, defend and hold School District and its officers, trustees, agents and employees harmless from and against any and all claims, losses, actions, liabilities, damages or expenses (including reasonable attorneys’ fees and costs), arising out of or by reason of the use, ownership and/or operation of the Vehicles and Equipment on or after the date of this Agreement.

- 9. Miscellaneous Provisions. This Agreement shall be construed in accordance with the internal laws of the Commonwealth of Pennsylvania. This Agreement may not be assigned or transferred by the Contractor without the prior written consent of the School District. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their heirs, successors and assigns. This Agreement, together with the Contract, contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements between them. This Agreement may only be modified or amended by a writing signed by the parties hereto. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all which together shall constitute one of the same instrument.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

NESHAMINY SCHOOL DISTRICT

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

FORM OF PERFORMANCE BOND

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____, as Principal (the “Principal”), and _____, a corporation organized and existing under the laws of the _____ of _____, having its principal office at _____, and authorized to do business in the Commonwealth of Pennsylvania, as Surety (the “Surety”), are held and firmly bound, jointly and severally, unto the NESHAMINY SCHOOL DISTRICT, as Obligee (the “Obligee”), as hereinafter set forth in the full and just sum of _____ Dollars (\$_____), lawful money of the United States of America, for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents. If more than one surety is named above, said sureties shall be jointly and severally liable to Obligee.

WITNESSETH THAT:

WHEREAS, said Principal has submitted to the Obligee a certain proposal to perform pupil transportation services and maintenance services for the Obligee, and to purchase the Obligee’s transportation fleet, and certain other equipment, assets and spare parts inventory, pursuant to Obligee’s Specification and Proposal Forms for Student Transportation RFP #15-14 (“RFP”), the Contract, Use Agreement, Bus Purchase Agreement, Indemnification, Defense and Hold Harmless Agreement (all as defined in the RFP) and other contract documents incorporated into said RFP by reference (collectively, the “Contract Documents”);

WHEREAS, the Contract Documents are incorporated in this Bond by reference and made a part hereof; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the Obligee; and

WHEREAS, under the Contract Documents, it is provided, *inter alia*, that if the Obligee shall make an award to the Principal in accordance with the RFP, then the Principal and the Obligee shall enter into a Contract, Use Agreement, Bus Purchase Agreement, and Indemnification, Defense and Hold Harmless Agreement with respect to performance of such services, work and acquisition of the vehicles and equipment (collectively, the “Agreements”).

NOW, THEREFORE, the terms and conditions of this bond are and shall be that if the Principal well, truly and faithfully shall comply with and shall perform the Agreements in accordance with the Contract

Documents, at the time and in the manner provided in the Agreements and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Agreements by the Principal or growing out of the performance of the Agreements by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligees and all of its officers, agents and employees from any and all costs and damages which the Obligees and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligees any and all costs and expenses which the Obligees and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal, including, but not limited to, additional legal and professional fees resulting from such default or failure of the Principal, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect and all claims, demands, costs, expenses and damages including, but not limited to, additional legal and professional fees resulting from the default or failure of Principal, shall be payable by Principal and Surety to Owner; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this Performance Bond.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Documents, and/or any alterations, changes and/or additions to the work and services to be performed under the Agreements in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreements, and/or any giving by the Obligees of any extensions of time for the performance of the Agreements in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligees toward the other with respect to the Contract Documents and the Agreements, shall not release, in any manner whatsoever, the Principal and the Surety, or either of them, or their heirs, executors, administrators, successors and assigns, from liability and obligation under this bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal and the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligees a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidencing the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporation, subcontractor thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

Any proceeding, legal or equitable, under this Bond shall be instituted in the Court of Common Pleas of Bucks County, Pennsylvania, and in any such proceeding Obligees may join both Principal and Surety as parties, and Principal and Surety hereby consent to such joinder, jurisdiction and venue. This Bond shall be governed by, and construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety, intending to be legally bound, cause this Bond to be signed, sealed and delivered this ____ day of _____, 20____.

(Individual Principal)

(SEAL)

WITNESS:

(Signature of Individual)

(print name of Individual)

trading & doing business as

* * * * *

(Partnership Principal)

WITNESS:

(Name of Partnership)

By: _____ (SEAL)

Print Name: _____

Partner

By: _____ (SEAL)

Print Name: _____

Partner

By: _____ (SEAL)

Print Name: _____

Partner

* * * * *

(Corporate Principal)

ATTEST:

(Name of Corporation)

By: _____ (SEAL)

Print Name: _____

Title: President (Vice President)

Print Name: _____

Title: Secretary (Assistant Secretary)

(CORPORATE SEAL)

* * * * *

(Limited Liability Company)

WITNESS:

(Name of Limited Liability Company)

By: _____ (SEAL)

Print Name: _____

(Managing) Member

By: _____(SEAL)

Print Name: _____

Member

By: _____(SEAL)

Print Name: _____

Member

* * * * *

(Corporate Surety)

WITNESS:

(Name of Corporation)

**By: _____
(Attorney-in-fact)

**Attach an appropriate power of attorney, with raised corporate seal, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

FORM OF USE AGREEMENT

USE AGREEMENT

THIS USE AGREEMENT (hereinafter the "Agreement" or "Use Agreement") is made and entered into ____ this day of _____, 20____ (the "Effective Date"), by and between **NESHAMINY SCHOOL DISTRICT**, a Pennsylvania public school district, whose administrative office address is _____ (hereinafter the "School District") and **[NAME OF CONTRACTOR]**, a _____, whose address is _____ (hereafter the "Contractor").

RECITALS

A. The School District issued a Specification and Proposal Forms for Student Transportation RFP #15-14 (the "RFP"), in November, 2013, the purpose of which was to solicit proposals from qualified vendors with the ability to provide transportation services and maintenance services for the School District at a more cost effective price, as well as to purchase the School District's bus fleet, certain transportation related assets, equipment and spare parts inventory.

B. The Contractor submitted to the School District a Proposal in response to the RFP, dated _____, to provide pupil transportation services and maintenance services to the School District, as well as to purchase the School District's bus fleet, and certain transportation related assets, equipment and spare parts inventory (the "Proposal").

C. The Parties have, in accordance with the provisions of the RFP, conducted negotiations concerning the Contractor's Proposal.

D. Pursuant to the pupil transportation and maintenance services contract between the School District and the Contractor (the "Contract"), incorporated herein by reference as if fully set forth herein, the Contractor shall provide certain transportation services and maintenance services for the School District.

In accordance with the Contract, the Contractor desires to utilize the School District's transportation facility and related parking areas, in order to provide the services for the School District under the Contract.

NOW THEREFORE, in consideration of the foregoing and the mutual covenants set forth herein, the Parties agree as follows:

1. Facilities: In consideration of the covenants and conditions contained herein, and as further defined in Paragraph 2 of this Agreement, the Contractor has the right to use the Facilities solely to carry out its obligations under the Contract.

2. Use of Facilities: During the Term of this Agreement, Contractor shall use and occupy the Facilities for the sole purpose of storage, maintenance, service and repair of vehicles servicing the School District and to provide the transportation services and maintenance services required under the terms and conditions of the Contract and for no other purpose(s) without the prior written consent of School District. The Contractor's employees may park in those parking spaces designated by the District, and which are currently used by the District's transportation employees. Smoking is not permitted on School District property. The Contractor shall provide its own phone and computers for the purpose of serving the School District. The Contractor may install additional phone and data lines at its own expense as necessary to serve the School District. Contractor shall not do or permit to be done any act or thing upon the Facilities that

will increase the cost of casualty and liability insurance above the insurance costs normally associated with Contractor's principal activities as herein described. Contractor shall not use the Facilities or permit the Facilities to be used for the doing of any act or thing that constitutes a violation of any valid federal, state or local law, order, rule or regulation of any governmental authority. Contractor is responsible for verifying that anyone performing work on behalf of Contractor under this Agreement has obtained and maintains all necessary licenses and permits to provide the transportation services and maintenance services under the Contract. Contractor shall use and occupy the Facilities subject to all School District policies, procedures and regulations of School District. Contractor shall not perform any acts or carry on any practices which may injure the Facilities or be a nuisance and shall keep the Facilities clean and free from rubbish and dirt at all times, and it is further agreed that in the event the Contractor shall not comply with these provisions, and the School District incurs additional costs and expenses to maintain the Facilities, the Contractor agrees to pay all reasonable charges that School District shall pay for hauling rubbish and dirt or excess cleaning charges incurred or expended by the School District. Said charges shall be deducted by School District from the amounts owed to Contractor under the Contract.

The Contractor will have the non-exclusive ability to use the Facilities, subject to this Paragraph and Paragraph 22 of this Agreement. The Contractor's use of the bus lot(s) included in the Facilities will be on a non-exclusive basis, as the School District will continue to use them for any other vehicles owned by the School District which are not included in the transportation fleet being sold. The Contractor's use of the designated employee parking areas included in the Facilities will be on a non-exclusive basis, as the School District may continue to use them for its employees as well. The Contractor's use of the fuel pumps included in the Facilities will be on a non-exclusive basis, as the District will continue to use the fuel pumps for any other vehicles owned by the School District which are not included in the transportation fleet being sold, and the District may allow others, such as the Intermediate Unit, to use the fuel pumps.

3. Term: The term of this Agreement shall be the same as the term of the Contract (the "Term"). The Term shall commence on July 1, 2014 and end when the Contract expires or is earlier terminated. Contractor hereby acknowledges that it has no expectation of the use of the Facilities beyond the Term.

4. Acceptance of the Facilities: Contractor acknowledges that it has examined the Facilities prior to executing the Contract and this Agreement and knows the conditions thereof. Contractor further acknowledges that no representation as to the condition or state of repairs thereof have been made by School District or its agents which are not herein expressed. Contractor hereby accepts the Facilities in its present "AS IS" condition as of the date of this Agreement.

5. Alterations and Improvements: Contractor shall not make any alterations, additions, or improvements to the Facilities without School District's prior written consent.

6. Maintenance and Repairs: The School District will maintain responsibility for all Facilities maintenance, grounds work, utilities, and non-capital and capital expenditures reasonably required for the operation of the Facilities. Notwithstanding the foregoing, the Contractor shall be responsible for all damages to the Facilities or property of the School District caused by the negligence or willful acts of Contractor and Contractor's agents, representatives, employees, invitees and licensees.

7. Utilities: The School District shall pay for the cost of all reasonable utilities supplied to the Facilities during the Term. The School District shall not be responsible to Contractor for any loss or interruption of utility services.

8. Janitorial Services: The Contractor shall be responsible for maintaining a high level of general cleanliness of the Facilities, including, without limitation all parking areas, and the Main Terminal

facilities including the garage, restroom, and storage areas with janitorial supplies and equipment to be provided by the Contractor. In the event the Contractor fails to keep the Facilities clean, as determined in the sole and absolute discretion of School District, the Contractor hereby agrees to reimburse School District for the direct expense that School District incurs in providing janitorial services to remediate such condition, including salary and/or hourly wage of its employees as well as any overtime expenses incurred and the cost of janitorial supplies. The Contractor shall keep the bus garage area in clean working order at all times.

9. Snow Removal: Contractor shall be responsible for all snow removal from all buses and vehicles. The Contractor shall be responsible to remove snow and ice from vehicles and from between them as required to operate the vehicles safely. The Contractor shall be responsible for plowing the bus lots, for cleaning snow and ice from any driveways, sidewalks or walkways from the bus lots to the employee parking areas, or fuel pumps, and for cleaning snow and ice from the fueling areas. The Contractor shall provide drivers to relocate the vehicles as necessary. The School District may, but is not obligated to assist the Contractor with snow removal.

10. Contractor's Personal Property: Any personal property kept on the Facilities by Contractor shall be insured at Contractor's sole risk, and Contractor shall acquire such policy or policies of insurance thereon as Contractor in its best judgment shall determine.

11. Building Insurance: The School District shall cause the building in which the transportation garage is located to be insured against loss or damage under a policy or policies of fire and extended coverage insurance, including "additional perils."

12. Insurance: In addition to the insurance required under the Contract, Contractor, at its sole cost and expense during the Term, shall maintain and keep in effect (i) commercial general liability insurance in an amount not less than One Million and 00/100 (\$1,000,000.00) Dollars for injury to or death of one person, or not less than Two Million and 00/100 (\$2,000,000.00) Dollars for injury to or death of more than one person, in any one accident or occurrence and One Million and 00/100 (\$1,000,000.00) Dollars for damage to property. The policy or policies of such insurance shall include School District as both an additional named insured and loss payee. Contractor agrees to deliver to School District, within fifteen (15) days after the receipt of a request, either a duplicate original or certificate of all policies procured by Contractor in compliance with its obligations hereunder, together with evidence of payment thereof, and including an endorsement which states that such insurance may not be cancelled except upon ten (10) days written notice to School District. Contractor may, at its option, bring its obligation to insure under this Paragraph within the coverage of any so-called blanket policy or policies of insurance which it may now or hereafter carry, by appropriate amendment, rider, endorsement or otherwise; provided, however, that the interest of School District shall thereby be as fully protected as they would otherwise if this option to Contractor to use blanket policies were not permitted.

13. Indemnification: Contractor shall indemnify, defend and hold the School District, the officers and members of its Board of Directors (in their official and individual capacities), administrators and employees harmless from and against any and all claims, counter-claims, suits, debts, demands, actions, judgments, liens, liabilities, costs, expenses, including actual attorneys fees and actual expert witness fees, arising out of or in connection with Contractor's use of the Facilities, from the negligence of Contractor, its agents, representatives, employees, contractors, licensees, invitees, and/or from Contractor's violation of any of the terms of this Agreement.

14. Damage or Destruction - Fire or Other Cause: In the event of a partial destruction of the Facilities, the School District shall, as promptly as possible rebuild or repair the same, unless the School District shall elect not to rebuild or repair the same, provided such repairs can reasonably be made within

ninety (90) days (or within such other period as School District and Contractor may agree upon) from said destruction or damage under normal working conditions, and pursuant to applicable law, ordinances, and regulations. In such case, this Agreement shall not be terminated. In the event that such repairs cannot reasonably be made within ninety (90) days time (or such other period as School District and Contractor may agree upon), or in the event School District shall elect not to rebuild or repair the same, either party hereto at its option may terminate this Use Agreement upon written notice to the other. In the event of the destruction of substantially all of the Facilities, either party hereto at its option may terminate this Use Agreement upon written notice to the other.

15. Environmental Warranty:

a. In addition to and without limitation of any other provisions of the Contract Documents (as defined in the RFP), Contractor represents, warrants and covenants to School District the following: Contractor's use of the Facilities and its activities thereon shall comply with all "Environmental Laws," which, for purposes of this Agreement, shall mean all federal, state and local environmental laws, including, but not limited to, The Hazardous Materials Transportation Act, (47 USC §§ 1801 *et seq.*), Federal Water Pollution Control Act (33 U.S.C. §§ 1251 *et seq.*) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 *et seq.*) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 *et seq.*), Clean Air Act (42 U.S.C. §§ 7401 *et seq.*), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 *et seq.*) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 *et seq.* ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Agreement.

b. The Parties acknowledge that the Contractor's activities as defined in Paragraph 2 above may involve the use, generation and storage of Hazardous Substances as defined below; however, Contractor shall not dispose of or allow the release, spillage or emission of Hazardous Substances on the Facilities. For purposes of this Agreement, "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by Environmental Laws (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

c. Contractor shall immediately and promptly notify School District of any release, discharge, spill or emission of Hazardous Substances on, to or from the Facilities, and any complaint, summons, citation, notice, directive, order, claim, litigation, judicial or administrative proceeding, inquiry or investigation judgment, letter or other communication from any governmental agency, department, bureau, office or other authority, or any third party involving violations of Environmental Laws with respect to the Facilities.

d. The School District shall be responsible for any environmental conditions existing on the Facilities prior to the commencement of the Term.

16. Environmental Indemnification:

a. In addition to and without limitation of any other provisions of the Contract Documents, Contractor hereby agrees to indemnify, defend and hold harmless School District, its

successors, assigns, officers and members of its Board of Directors (in their individual and official capacities) and employees, from and against any and all fines, charges, penalties, losses, costs, damages, liabilities, cleanup or response activity costs and/or expenses (including reasonable attorneys' fees and actual consultants' fees) incurred by School District as a result of any claims, demands, actions, causes of action, suits, proceedings, investigations, assessments and audits, whether of law or in equity (collectively "Claims") attributable to (i) any third party claim or demand in connection with any Hazardous Substances generated, stored, leaked, spilled, discharged, emitted, or otherwise disbursed, in, on, under, above or about the Facilities, or violation of any Environmental Laws, from and after the date of this Agreement; (ii) injuries sustained or other tort actions brought for Claims arising out of or related to any Hazardous Substances; (iii) the presence, disposal (including off-site disposal), escape, leakage, discharge, emission, release or threatened release of any Hazardous Substances in, on, under, above, from or about the Facilities; and (iv) compliance with any administrative notice, order, request or demand relative to any Hazardous Substances on the Facilities or violation of any Environmental Laws.

b. Contractor's indemnification described above specifically includes, but is not limited to, the direct obligation of the Contractor to promptly perform any remedial or other activities required or ordered by any administrative agency or government official, or are otherwise necessary to avoid injury or liability to any person or property, to prevent the spread of any pollution and/or contamination, or to permit the continued safe use of the Facilities.

17. Assignment: Contractor shall not assign, or in any manner encumber this Agreement, nor any part, right, or interest thereof, nor shall Contractor allow or permit any part of the Facilities to be used or occupied by others for any reason whatsoever, without School District's advance written consent, which consent is discretionary in the School District solely. Any assignment, transfer or hypothecation without the prior written consent of School District shall give School District the right to terminate this Agreement and re-enter and repossess the Facilities.

18. Default and Termination: Default and termination shall be governed by terms and conditions of the Contract. Notwithstanding the foregoing, upon termination of this Agreement, School District may without further notice re-enter the Facilities and dispossess Contractor or any other occupant of the Facilities and remove its effects and hold the Facilities as if this Agreement had not been made, saving and reserving to School District any other remedies which School District may have for the recovery of damages due or to become due by virtue of this Agreement or the breach thereof by Contractor. Any failure at any time by either of the parties hereto to enforce any of the provisions of this Agreement shall not be construed as a waiver of such provisions nor of such party's right to enforce the same upon any subsequent occasion or default.

19. Bankruptcy: If Contractor shall file a petition in voluntary bankruptcy or be voluntarily or involuntarily adjudicated bankrupt or insolvent, or shall make an offer of composition to its creditors, or shall make an assignment for the benefit of creditors, or shall file a petition or answer seeking reorganization or readjustment under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, or if a receiver or trustee shall be appointed for Contractor or for all or a substantial part of the property of Contractor and Contractor is not released from such receiver or trustee within thirty (30) days after appointment, or if an order shall be entered approving the reorganization of Contractor or the readjustment of Contractor's debts or obligations under the federal bankruptcy laws or any other law or statute of the United States or any state thereof, then any of such events shall be deemed to be a breach, default and anticipatory breach of this Agreement, and the School District may terminate this Agreement, reserving to School District all such rights as it may have for damages or otherwise because of said default, breach or anticipatory breach of Contractor.

20. Surrender of Facilities: Upon the expiration of the Term or earlier termination of this

Agreement, Contractor shall surrender the use of the Facilities to School District in good order and condition, ordinary wear and damage excepted; and subject to Paragraph 6 hereof, Contractor shall remove all of its property and shall repair any damage to the Facilities or any of School District's property, real or personal, caused by such removal.

21. Mechanics' Liens: Contractor shall keep the Facilities, its improvements, and the land of which the Facilities are a part, free and clear of all mechanics' liens resulting from any services done by or for Contractor.

22. Access to Facilities: The School District shall at all times have the right to access the Facilities for the purpose of, without limitation, carrying out its day-to-day operations (provided, however, that the School District will not conduct any day-to-day operations in the transportation garage), to inspect the Facilities, preventing waste, loss, or destruction, removing obstructions, making such repairs or obligations as are necessary to protect the Facilities, performing any of its duties and obligations under the terms and conditions of this Agreement or the Contract and/or monitor the Contractor's activities to ensure Contractor's compliance with the terms and conditions of the Contract. Moreover, in the event of an emergency which requires School District to use the Facilities, School District's needs/requirements for the Facilities shall take precedence over Contractor's rights hereunder. Determination of priority of use of the Facilities shall be determined by School District in its sole and absolute discretion.

23. Compliance: Contractor shall, at its own expense, under penalty of forfeiture and damages, promptly comply with all laws, orders, regulations or ordinances (including all permits and plans applicable thereto) of all Municipal, County, State, and Federal authorities affecting use of the Facilities with respect to the cleanliness, safety, occupation, and use of same.

24. Challenge: School District, although presently unaware of any such non-compliance, does not covenant that the Facilities are in compliance with applicable Municipal, County, State, and Federal laws, including, but not limited to, fire, safety, handicap, barrier free, zoning and use ordinances or laws and other governmental regulations relating to the use of the facility for the purpose intended through this Agreement.

25. Taxes and Special Assessments: The Contractor shall be liable for any and all taxes, real or personal or otherwise, assessed as a consequence of the Contractor's provision of the transportation and maintenance services under the Contract or its use of the Facilities under the Contract and this Agreement.

26. No Waiver: The failure of either party to enforce any covenant or condition of this Agreement shall not be deemed a waiver thereof or of the right of either party to enforce each and every covenant and condition of this Agreement. No provision of this Agreement shall be deemed to have been waived unless such waiver is in writing.

27. Notices: Unless otherwise provided in this Agreement, all notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. The School District or the Contractor may from time to time designate any other address for this purpose by providing written notice to the other Party.

a. To the School District. All required notices to the School District shall be delivered to the Superintendent, Neshaminy School District, _____, with a copy to Lawyer Name and address: _____.

b. To the Contractor. All required notices to the Contractor shall be delivered to _____, with a copy to _____.

28. Heirs and Assigns: The covenants, conditions and agreements contained in this Agreement shall bind and inure to the benefit of School District and Contractor and their respective successors and assigns, subject to the limitation on assignment as herein contained.

29. Condemnation: If any part of the Facilities is taken for any public or quasi-public purpose pursuant to any power of eminent domain, or by private sale in lieu of eminent domain, either the School District or the Contractor may terminate this Agreement, effective the date the public authority takes possession. All damages for the condemnation of the Facilities, or damages awarded because of the taking, shall be payable to the sole property of the School District.

30. Policies/Regulations: Contractor, including its agents, representatives, employees, contractors, invitees, licensees and students shall at all times comply with all of the School District's policies, procedures and regulations.

31. Miscellaneous Provisions: The following miscellaneous provisions form a part of this Agreement:

a. Time is of the essence of each provision of this Agreement.

b. The unenforceability, invalidity, or illegality of any provision shall not render the other provisions unenforceable, illegal, or invalid.

c. This Agreement shall be construed and interpreted in accordance with the internal laws of the Commonwealth of Pennsylvania.

d. This Agreement contains all of the agreements of the parties and cannot be amended or modified except by a written agreement.

e. The captions of this Agreement shall have no effect on its interpretation.

f. The parties hereto agree that no employees, volunteers, agents and personnel of either party shall be considered to be employees of the other, and acknowledge that this Agreement does not create a partnership or joint venture between them.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the day and year first above written.

NESHAMINY SCHOOL DISTRICT

[CONTRACTOR]

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

SAMPLE PRICING PAGE
Home-to-School and Summer

NESHAMINY SCHOOL DISTRICT

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of December 20, 2013

Proposer Name:

HOME-TO-SCHOOL & SUMMER					
Rate per Day per Vehicle					
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
78 Passenger Bus with A/C and Wheelchair Lift					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
78 Passenger Bus					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
36 to 48 Passenger Bus with A/C and Lift					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
36 to 48 Passenger Vehicle with A/C					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
36 to 48 Passenger Vehicle					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
19 to 24 Passenger Vehicle with A/C and Lift					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
19 to 24 Passenger Vehicle with A/C					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					

6 Hours per Day					
Excess Rate per Hour					
19 to 24 Passenger Vehicle					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
5 to 9 Passenger Vehicle with A/C					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
Bus Monitor/Aide					
Rate Per Hour					

PERFORMANCE BOND					
Annual charge for the provision of a Performance Bond consistent with Alternate 8.18.1.					
Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.					
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Annual fixed charge					
% of Annual Contract					

PRE-PAYMENT DISCOUNT					
Percentage discount applied contract payments consistent with Alternate 8.18.2.					
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Discount %					

FLEET PURCHASE					
If Contractor is NOT awarded the Purchase of the existing District fleet, will Contractor accept award of the contract?					
	YES		NO		

BAND BUS					
One time charge to the District for the development of a Band Bus consistent with Alternate 8.18.3					
	2014-2015				
One-time charge:					

MAINTENANCE SERVICES FOR NON-STUDENT VEHICLES					
Hourly shop rate for requested maintenance on non-student vehicles consistent with Alternate 8.18.4.					
Parts will be charged at cost plus 10%.					
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Hourly Maint Rate					

PRICE CREDIT FOR ELIMINATION OF F/T ROUTING PERSON					
Annual credit for eliminating the "Router" consistent with Alternate 8.18.5					
	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
Annual Credit:					

OUT-OF-DISTRICT SPECIAL EDUCATION SERVICES					
Should the District determine that outsourcing is not beneficial to the District, the District may desire to enter into a					

contract for some or all of the services currently being provided by the Intermediate Unit. Please stipulate below your interest in a separate Out-of-District, Special Education Contract.

YES

NO

PROCUREMENT CARD ACCEPTANCE

Pursuant to Section 6.5, the Proposer is willing to accept the Neshaminy School District Procurement Card for payment.

YES

NO

Comment:

Submitted by:

Company:

Name:

Title:

Signature:

Date:

SAMPLE PRICING PAGE***Trips*****NESHAMINY SCHOOL DISTRICT**

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of December 20, 2013

Proposer Name:

0

FIELD & SPORTS - IN-DISTRICT - DURING SCHOOL DAY (9:00-1:30)
COST PER HOUR - 1 HR MINIMUM

2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

78 Passenger Bus

48 Passenger

36/48 Passenger

19/24 Passenger

5-9 Passenger

19/24 Pass + 2 w/c

Bus Attendant

WAITING TIME:

78 Passenger Bus

48 Passenger

36/48 Passenger

19/24 Passenger

5-9 Passenger

19/24 Pass + 2 w/c

Bus Attendant

FIELD & SPORTS - OUT-OF-DISTRICT - DURING SCHOOL DAY (9:00-1:30)
COST PER HOUR - 2 HR MINIMUM

2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

78 Passenger Bus

48 Passenger

36/48 Passenger

19/24 Passenger

5-9 Passenger

19/24 Pass + 2 w/c

Bus Attendant

WAITING TIME:

78 Passenger Bus

48 Passenger

36/48 Passenger

19/24 Passenger

5-9 Passenger

19/24 Pass + 2 w/c

Bus Attendant

COST PER MILE OVER 50 MILES

78 Passenger Bus

48 Passenger

36/48 Passenger				
19/24 Passenger				
5-9 Passenger				
19/24 Pass + 2 w/c				

FIELD & SPORTS - IN-DISTRICT - AFTER PM (3:00 pm) OR NON-SCHOOL DAYS
COST PER HOUR - 1 HR MINIMUM

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
DRIVING TIME:					
78 Passenger Bus					
48 Passenger					
36/48 Passenger					
19/24 Passenger					
5-9 Passenger					
19/24 Pass + 2 w/c					
Bus Attendant					
WAITING TIME:					
78 Passenger Bus					
48 Passenger					
36/48 Passenger					
19/24 Passenger					
5-9 Passenger					
19/24 Pass + 2 w/c					
Bus Attendant					

FIELD & SPORTS - OUT-OF-DISTRICT - AFTER PM (3:00 pm) OR NON-SCHOOL DAYS
COST PER HOUR - 2 HR MINIMUM

	2014-2015	2015-2016	2016-2017	2017-2018	2018-2019
DRIVING TIME:					
78 Passenger Bus					
48 Passenger					
36/48 Passenger					
19/24 Passenger					
5-9 Passenger					
19/24 Pass + 2 w/c					
Bus Attendant					
WAITING TIME:					
78 Passenger Bus					
48 Passenger					
36/48 Passenger					
19/24 Passenger					
5-9 Passenger					
19/24 Pass + 2 w/c					
Bus Attendant					
COST PER MILE OVER 50 MILES					
78 Passenger Bus					
48 Passenger					
36/48 Passenger					
19/24 Passenger					
5-9 Passenger					
19/24 Pass + 2 w/c					

Submitted by:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

NESHAMINY SCHOOL DISTRICT

2001 Old Lincoln Highway
Langhorne, PA 19047

CONTRACT: Student Transportation Services RFP #15-14

PROPOSAL DATE: December 20, 2013

NON-PROPOSER'S RESPONSE

The Neshaminy School District is interested in the reasons why prospective proposers fail to submit proposals. If you are **NOT** submitting a proposal, please indicate the reason(s) below and return this form to the above address. Failure to do so may result in your firm being removed from advance notice lists of potential proposals compiled by the District.

- ☐ Unable to propose at this time, but would like to receive future notices of proposals.
- ☐ Contract too small/large for our firm (circle one).
- ☐ Lack of fleet to meet requirements.
- ☐ Lack of facility to meet requirements.
- ☐ Unable to meet specifications. Provide detail: _____

- ☐ Insufficient time allowed for preparation and submission of proposal.
 - ☐ Other reasons: _____
- _____

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

- ☐ All bids/proposals ☐ Remainder of this year
- ☐ This particular service ☐ Other: _____

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Fax Number

Address

Email address