

**SPECIFICATION AND PROPOSAL FORMS  
FOR  
STUDENT TRANSPORTATION  
BID/RFP #11-11**



**NESHAMINY SCHOOL DISTRICT  
LANGHORNE, PENNSYLVANIA**

**Release Date: October 15, 2009  
Pre-Bid Date: October 26, 2009 - 10:00 am  
Due Date: November 12, 2009 - 10:00 am**

**NESHAMINY SCHOOL DISTRICT**  
**SPECIFICATIONS AND PROPOSAL FORMS**  
**FOR**  
**STUDENT TRANSPORTATION**  
**BID/RFP #11-11**

Proposals to be opened:

AT: 10:00 A.M.  
DATE: November 12, 2009  
PLACE: Neshaminy School District  
Purchasing Offices  
1200 Newtown-Langhorne Rd.  
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**

1200 Newtown-Langhorne Rd  
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, 2010. Forms for proposal, certification, conditions, and specifications may be obtained from the Neshaminy School District Purchasing website at [www.Neshaminy.org](http://www.Neshaminy.org), click on "Bid Openings".

Any deviations from these conditions or specifications must be listed on a separate sheet attached to the proposer's detailed conditions and specifications and referred to separately in the proposals. In all cases not indicated by proposers as a deviation, it is understood that the conditions and specifications of the Neshaminy School District shall apply. Proposals will be received until 10:00 a.m. on November 12, 2009 at the Neshaminy School District, Purchasing Offices, 1200 Newtown-Langhorne Rd., Langhorne, PA at which time and place all proposals will be publicly opened. A mandatory pre-proposal conference will be held on October 26, 2009 at 10:00 a.m. at the Neshaminy High School, Main Office – Conference Room #B102G, 2001 Old Lincoln Highway, Langhorne, PA.

Proposals will remain firm for a period of 120 days following the date of the opening, and shall 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 contracts. The School 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 bus fleet.

Proposer shall 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. A performance and payment 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 six copies of the Proposal, including this complete bound document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder.

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

- 1) Completed, signed and initialed bid specifications and addendums (if any).
- 2) Background information – Resumes; organization chart; references; Company profile; ownership information.
- 3) Facility – Any proposed location in addition to District site; 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; camera information; 3 point harnesses; 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 contracts; bid for purchase of District fleet; cost for “coach” services.
- 10) Miscellaneous – Any descriptive information that describes capabilities or value added services.

All materials submitted to the District pursuant to this bid 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 October 26, 2009 at 10:00 a.m. at the Neshaminy High School, Main Office-Conference Room #B102G, 2001 Old Lincoln Highway, Langhorne, PA 19047.
5. Proposals must be presented in a sealed opaque box and addressed as follows:

**Tom Sizgorich, Director Purchasing  
NESHAMINY SCHOOL DISTRICT  
1200 Langhorne-Newtown Rd  
Langhorne, PA 19047**

**BID/RFP #11-11  
School Transportation Proposal - 10:00 A.M., November 12, 2009**

6. Proposals will remain firm for a period of 120 days following the date of the opening, and shall 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. **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 10:00 a.m., November 12, 2009, at Neshaminy School District, Purchasing Office, 1200 Newtown-Langhorne Rd., Langhorne, PA 19047 at which time and place all Proposals will be publicly opened.
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 contracts.*

## PROPOSER'S CHECK LIST

The following checklist is provided for the convenience of the Proposers and is not a part of the contract documents. Each Proposer is encouraged to insure their complete compliance with all requirements of these documents. Compliance with the Proposal requirements is the sole responsibility of the Proposer. Note that an original and six (6) copies of the Proposal must be submitted.

- Proposal Bond or Certified Check for 10% of the annual contract cost
- Proof of Bondability for Performance Bond Alternate
- Letter From the Insurance Company Guaranteeing Appropriate Coverages
- Reference List or Evidence Demonstrating An Ability to Perform Required Services, including staffing information pursuant to Section 2.1.9.
- Detail on Proposer's programs and efforts to secure a competent driver and monitor force to meet the needs of the District program
- Financial information on the Proposer, including ownership information and any outstanding legal issues.
- Resumes of key management staff; job descriptions; and organization chart.
- Fleet replacement program
- Explanation of operating program
- Any other information or data the Proposer wishes to provide that further demonstrates its ability to provide quality, responsive transportation services consistent with the requirements and intent of this Request for Proposal.
- Documentation and costs associated with alternate provisions pursuant to Section 8.18, including performance bond data, pre-payment discount terms, and conversion of a bus into a Band Bus.
- Appendix B - Vehicle List and documentation on ability to obtain fleet
- Financial Information Compliance Form
- Hold Harmless Agreement
- Form of Proposal
- Non-Collusive Proposal Certification
- Acknowledgement by Proposer
- All Pages of Documents Included and Initialed
- All Proposals Properly Signed

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- Hold Harmless Agreement
- Financial Information Compliance Certification
- Form of Proposal
- Non-Collusive Proposal Certification
- Non-Proposer's Response
- Acknowledgment by Proposer

# 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 shall 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" - an agreement duly executed by the District and the Contractor that calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements and specifications in the Proposal, for a price to be paid by the District.
- "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" - definition 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" - shall 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 "Proposer" - any Proposer to whom an award is made by the School 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 shall 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. 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 shall 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 shall be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures shall 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 shall also give the State of Incorporation and have the corporate seal affixed. A Proposal submitted by an agent shall 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 shall 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 shall 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 operating contract that may be awarded in conjunction with this proposal, should the Board decide to accept the Performance Bond alternate. The proof must be in the form of a bonafide letter of surety from a surety company authorized to do business in the State of Pennsylvania. The letter must guarantee that the company will provide the 100% Performance Bond in the event the Proposer is awarded the contract, and the District selects the Performance Bond alternate. 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 shall 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 shall 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, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
- 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 The submission of a Proposal will be construed to mean that the Proposer is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with 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 State 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. All proposals must be addressed to the Board of School Directors, 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.

## 2.2 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 shall 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.

## 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, 1200 Newtown-Langhorne Rd.,

Langhorne, PA 19047, not later than five (5) days prior to the date fixed for the opening of proposals. 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 shall be sent by certified mail, return receipt requested, by fax with receipt acknowledged, or by electronic mail (email) with receipt acknowledged, and shall become a part of the Contract documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under his/her Proposal submitted. It shall 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 shall 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, 2010-2011 (7/1/10-6/30/11) school year through 2014-2015 (7/1/14-6/30/15) 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 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".

- 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 is requesting bids for the purchase of the existing District fleet consistent with details as listed in Section 8.18.3. A determination on the sale of the fleet will be based on the District's evaluation of the competitiveness of the fleet purchase price. 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 shall 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 (2009-2010), the District provides the following services:

<b>Quantity</b>	<b>Description</b>
83	Type I (78 passenger)
12	Type I (30 passenger)
2	Type I (24 passenger)
2	Wheelchair – 43 Passenger
2	Wheelchair – 42 Passenger
1	Wheelchair – 39 Passenger
2	Wheelchair – 31 Passenger
1	Wheelchair – 27 Passenger

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 shall 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 shall 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 shall begin and end at the Transportation Facility. Times between schools during an AM run package shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs. All run times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (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 2009-2010, by program.

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 shall 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. 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 shall begin and end at the District's Transportation Facility. The Contractor shall 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 shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall 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 shall constitute a Contract between the successful Proposer and the School District. The Contract shall bind the successful Proposer to furnish the labor and material required, 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 shall 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 shall be responsible and obligated for all damages caused by said default and for all costs 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.

Should the successful Proposer fail to remedy any violation of this paragraph, or otherwise be in default of its obligations under the Contract, within 30 days of the written notice of default, the School District shall be entitled, in its sole discretion, to terminate this Contract or rescind the award of the Proposal, whichever is applicable. In such an event, termination shall be in addition to any and all of the legal remedies available to the School District as set forth in this section.

4.4 It is mutually understood and agreed that the successful Proposer shall 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 shall be an action that will be considered a contract assignment under this provision.

4.5 All of the documents listed in the Table of Contents to the Specifications and Proposal Forms, to include the General Conditions, Specifications, Notice to Proposer, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract documents" shall include all of the aforesaid together with the Contract itself.

4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall 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 shall 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 the Pennsylvania State 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 shall constitute a waiver of any right or remedy to which the School District is entitled, nor shall 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 shall 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 The Neshaminy School District may cancel this contract for breach, as determined by the Neshaminy School District, which shall consider such items as, but not limited to: insufficient insurance coverage, failure to provide required period statements, failure to enforce required standards of service, or quality of service is unsatisfactory to the Neshaminy School District. This may include any cessation or diminution of service including, but not limited to, failure to maintain adequate personnel, whether arising from labor disputes, or otherwise any substantial change in ownership or proprietorship of the contractor which in the opinion of the Neshaminy School District is not in its best interest or failure to comply with the terms of the contract. The Neshaminy School District shall provide five (5) calendar days written notice of contract breach and unless within five (5) calendar days such neglect has ceased and arrangements made to correct, the Neshaminy School District may cancel the contract by giving ten (10) days notice, in writing, by registered or certified mail of its intention to cancel this contract. Should the Neshaminy School District breach any terms or provisions of this contract, the contractor shall serve written notice on the Neshaminy School District setting forth the alleged breach and demanding compliance with the contract. Unless within ten (10) calendar days after receiving such notice, the allegation shall be contested or such breach shall cease and arrangements are made for corrections. The contractor or the Neshaminy School District may cancel the contract by mutual agreement giving ten (10) days notice, in writing, by registered or certified mail of its intention to cancel this contract. The Neshaminy School District warrants that it has funds available to pay the costs of this proposal. If the Neshaminy School District legislative body or funding authority does not appropriate funds for this proposal, the Neshaminy School District may, upon prior written notice to the awarded contractor, effective 15 days after giving such notice, cancel any existing contracts. Payment of all amounts due the contractor will be made until the end of the 15 day period.

If the Contract is terminated by the Neshaminy School District as provided herein, the Contractor will be paid an amount which bears the same ratio to the total compensation as the services actually performed bear to the total services of the Contractor covered by this Contract, less payments of compensation previously made. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications shall be adjusted and any monies that should be refunded to the District shall be remitted within 15 days. The contract termination descriptions do not preclude any other rights afforded the



Neshaminy School District under the terms as specified in the Specifications or subsequent contract documents, or as provided for in Municipal or State law.

## **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 shall 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 shall 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 State 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 shall 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 shall not apply to contracts or subcontracts for standard commercial supplies.

- 5.1.8 That it will comply with all State 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 (Act 34 of 1985), and Sections 6354-6358 of the Welfare Code (Act 151 of 1994); 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, State, and/or local laws, rules, and regulations, and the policies and procedures of the Neshaminy School District.
- 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 shall 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 shall 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 claim shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.
- 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 shall 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 shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder shall 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. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. District and Contractor shall 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 shall 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) shall 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 shall 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 1<sup>st</sup>, January 1<sup>st</sup>, and April 1<sup>st</sup> 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 The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful Proposer, except for strikes or labor unrest, and which by exercise of reasonable diligence he is unable to prevent.

## **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 2010-2011 school year and beyond. The 2009-10 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 2009-10 school year which are on file with the District and available upon request.

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 Bond or certified check will be deposited with the Business Office of the District as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond shall be retained for use of the Neshaminy School District as liquidated damages on account of such default.

## 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 required. The District and/or its representatives retain the right to make inquiries to the Proposer, its agents or broker and insurer directly. Limits shall be \$2,000,000 combined single limit (bodily injury and property damage). Coverage at least equal to ISO form #CA 00 01 with no manuscript endorsements reducing or limiting coverage unless approved beforehand by the District.
- (b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate to apply per location and/or per project. Coverage for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage at

least equal to ISO form #CG 0001. The District, and any of their public officials, agents and employees are to be named Additional Insured's on a primary and non-contributory basis. A waiver of subrogation in favor of the District must apply.

- (c) \$10,000,000 umbrella or excess liability coverage. Umbrella or Excess Liability coverage must be provided (at a minimum) on a following form basis over the primary Auto Liability, General Liability and Employers Liability. An additional insured endorsement, equivalent to CG 2026 or CG 2010 naming the District, and any of their public officials, agents and employees must be included.
- (d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (e) The Contractor shall 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 abuse and molestation coverage 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.
- (i) The Contractor shall 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 shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of School Directors of cancellation or content change.

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 shall 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 shall be provided to the Neshaminy School District no later than 30 days prior to the start of each contract 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 shall be considered a contract default consistent with the provisions of these specifications.

8.4.6 To the extent permitted by law, the Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may

arise from operations under the Contract, including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.

8.4.7 All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the District. It shall further state that a similar 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 shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall 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.

8.4.8 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall 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.

## 8.5 BOOKS AND RECORDS

The Contractor shall 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 shall be kept for a minimum of 3 years following expiration of the Contract. The Contractor shall 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 shall be for a five (5) year period, beginning 7/1/2010, and ending with the 2014-2015 school year (June 30, 2015). 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 shall be the responsibility of the Contractor and shall 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 shall 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, State Department of Education, State Department of Motor Vehicles regulations, State 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 shall 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 shall 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 shall 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 shall 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, shall 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 shall 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, shall 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 shall 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 shall 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 shall 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) shall not serve as an assigned or scheduled route driver during their scheduled dispatching times. At no time during normal route operating times shall 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 shall 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 shall 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.

*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 shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way.

The Contractor shall be responsible for providing photo ID badges to all contracted drivers, and attendants, and shall 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.

8.7.1.5 The Contractor must comply with all Local, State, 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 shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the State of Pennsylvania. The Contractor shall employ a qualified "Driver Trainer" 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 State 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 shall 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 shall 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 shall 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 shall 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 shall 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 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 State laws and regulations.

- 8.7.1.8 The Contractor shall 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 shall 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 shall 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 shall 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 shall 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 State or the law. Contractor shall 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 shall traverse their assigned routes until they become familiar with all stops and roads. Stand-by

and substitute drivers shall 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 shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor shall 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 shall 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 shall have a "no-idling" policy in place, and enforced, that limits idling to 5 minutes or less.
- 8.7.1.15 Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor shall 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 shall 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) shall 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 shall provide the monitors with appropriate training to meet these important goals.

The Contractor shall be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements shall 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 District is requesting proposals on the purchase of the existing District fleet pursuant to the details contained in the Alternate description in Section 8.18.3 herein. Whether the Contractor acquires the District fleet, or provides their own fleet, the following provisions apply throughout the term of the contract.

- 8.7.2.1 It shall 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 the total fleet 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 2009-10 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.

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 shall 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 1<sup>st</sup> of each year). For example, a bus with a 2002 chassis year, at the beginning of this contract period (7/1/10) 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 15<sup>th</sup> 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 15<sup>th</sup> 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 5<sup>th</sup> 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.

- 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 shall be maintained in operable condition at all times by the Contractor. No vehicles shall 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 shall 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 shall be the responsibility of the Contractor. At the termination of the contract, all radios and equipment shall 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 shall 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 shall be prominently displayed on the buses, including on spare buses, consistent with State regulations. Bus numbers must be displayed on the front, back, and both sides of the vehicle.
- g. Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written consent of the School District. 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 State regulations. The cost of any equipment (seat belts; car seats) required shall 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 shall be equipped with a two-camera system with buses with a capacity less

than 16 students shall 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 State regulations and laws. Proposers are required to provide specifications on the proposed camera systems in Section #5 of the Proposal binder. The quality and features of the camera systems will be a part of the proposal evaluation process.

- 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. The District requires the use and implementation of a Global Positioning System (GPS) interface with the buses that integrates with the District's Edulog routing software system. The Proposer is requested to provide with their Proposals information relative to the specific systems and features that will be included in the GPS system. For purposes of demonstrating the type of features and systems that the District desires, the CalAmp model LMU-4100 is provided as a reference. Information on the specific GPS system to be offered by the Proposer is to be included in Section #5 of the Proposal binder.
- m. All buses shall have "Neshaminy School District" prominently displayed consistent with State 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.

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 are included in Appendix "A". An inventory shall be conducted by the District and the Contractor effective July 1, 2010 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, 2010.

### 8.7.3 Facilities

Included in Appendix "A" 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 2010-2011 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 in Appendix "A". The rent payment from the Contractor to the District shall 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 shall be responsible for repairs due to facility use, security, and normal

wear and tear. The Contractor shall also provide to the District a “garage-keepers” insurance policy. The location to be provided shall include an on-site fuel tank which shall be utilized solely for the provision of services to the District pursuant to Section 8.7.4.

A tour of the District’s transportation facility shall 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 fuel tank and dispensing system at the District’s transportation facility. The Contractor shall be responsible for any damage to the system, and shall be responsible for any clean up costs due to negligence or actions by Contractor employees. The Contractor shall 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 shall be determined by the applicable



prices, set forth in the Contract. The District shall 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 shall 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 shall be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards.

#### 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 shall 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.

#### 8.7.9 Transition Plan

The successful Proposer(s) shall 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 shall 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 District in consultation with the Contractor. 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 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 shall 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 shall 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 shall be without additional charges except as provided for herein.

Changes required to meet the service needs of the District shall 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 shall 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 on a "read only" basis. The Contractor is required to operate the system consistent with District policies and procedures. Contractor personnel shall be made available to the District at no cost to the District for the purpose of software use training. The Contractor shall make access to the computer and software systems available to the District for maintenance and upgrades. The Contractor shall 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 shall 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 shall 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 shall be borne by the Contractor and will not be billed to the District.

## 8.11 OPERATING MATTERS

8.11.1 District Operating Policies: Contractor shall 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 shall be paid by the Contractor. Additionally, drivers and bus monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and monitors shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

The Contractor shall administer a satisfactory safety program that shall 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 shall coordinate with the School District the safety topics relevant to the drivers, and the District's Transportation Supervisor shall be provided written notification of the meeting, and invited to attend.

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

The Contractor shall 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 shall not relieve the Contractor of its obligations.

8.11.3 Emergency Bus Drill: The Contractor shall 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 shall be held at such times and in such fashion as may be required by law. The Contractor shall, 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 shall 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 shall 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 shall 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 shall 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 shall deliver to the District its written report of operations on a monthly basis. Said report shall 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 shall 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 shall 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, State, 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 shall immediately notify the individual school building, and the District’s liaison, in the

manner as prescribed by District policy and procedure. The Contractor shall 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 State Regulations.

Violation of good conduct, and improper behavior on the part of students, shall 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 shall 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 1<sup>st</sup> day of each month. Original surveys are to be sent or delivered to the District no later than the 15<sup>th</sup> 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 shall 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 shall 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 shall be transported under the Contract. The Contractor shall 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 shall be for the 2010-2011 school year consisting of services and routes as described in Appendix "A".

#### 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 shall 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 shall 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 SHALL, 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.

#### 8.15 CONTRACT

The successful Proposer shall be required to execute a Contract on the appropriate form furnished by the District which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Board of School Directors. This Contract shall 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, shall 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 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/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 shall be governed under the laws of the Commonwealth of Pennsylvania and the Common Pleas Courts of Bucks County. The contractor shall at all times comply with and observe all federal and state 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 shall 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. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

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 shall 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 shall 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 shall 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). Additionally, the District requires that all buses have GPS interface with the District's Edulog routing software system. A \$100 per day per bus penalty shall 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. A \$100 per day per bus penalty shall 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, shall result in a penalty 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 shall result in a penalty 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 a daily penalty 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, a \$50 per missed trip penalty 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.). 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 penalty 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 The School District shall 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 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 shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above penalties 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, in law and equity.

As stated, it is not the District's desire to utilize the non-performance damages provisions unless it is deemed necessary. To this end, the District shall accumulate any penalties and delay any assessment to the Contractor unless and until the accumulated penalties reach or exceed \$1,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated penalties. During the term of any accumulation, the District will provide the Contractor notice of penalties assessed and provide the Contractor an opportunity to respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights 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 shall 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 shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State 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 shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall 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 discretion of the District. **Proof of bondability must be submitted with the Bid.**

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.

#### 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 shall determine any additional charges, or credits, that should apply and the proper adjustments shall 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 FLEET PURCHASE

The Proposer is asked to submit a price to acquire the existing District fleet as detailed in Appendix "A". Payment for the fleet shall be made in one payment due to the District at the initiation of the contract. 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 submitted by the Proposer.

#### 8.18.4 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 shall be painted with the school colors.

The driver of this band bus shall be a Contractor employee who will be paid at the driving or waiting rate as shown in the Form of Proposal. The District shall 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 shall be included in Section #10 of the Proposal binder.

**APPENDIX "A"**  
**PROGRAM DESCRIPTION and REPORTING MANDATES**

**Section 1: Out-of-District Sped destinations:**

<b>Neshaminy S. D. Alternate Placements</b>	
<b>Entity</b>	<b>Student Totals</b>
ATG Learning Center (Tuition and ESY)	1
Boley Academy	4
Bristol Township School District	1
Bucks County I.U., Mathom House	1
Buxmont Academy	9
Carousel Farm Education Center (ESY)	2
Chester County I. U., Devereux	1
Colonial School District, Brooke Glen Behavioral Hospital	7
Community Service Foundation, Feasterville	9
Community Service Foundation, Sellersville	1
Community Service Foundation, Trevose	9
Comprehensive Learning Center	1
DVHS - Delaware Valley High School	30
Elwyn	1
Foundations Behavioral Health, Lifeworks	10
HMS School for Children w/ CP (ESY)	1
Lakeside Educational Network - Mainstay	4
Lewis School of Princeton	2
Morrisville School District	1
Motivational Educ. Training Co., Inc. (METC)	7
Orchard Friends School	1
Pathway School (The)	1
Prelude School / Horsham (Homebound)	14
Quaker School at Horsham	1
Quakertown Community School District (Pyramid Behavioral Health)	1
Red Cedar Academy (formerly BCAS)	7
Titusville Academy	1
Today, Inc. (Turn Around)	4
Valley Day School	7
Woodlands - Woods Services	1
Wordsworth Academy	3
Wyncote Academy	4
Y.A.L.E. School Inc.	1
Youth Services Alternatives - Twilight	4
Youth Services Alternatives (Barn)	5
<b>Total</b>	<b>157</b>

**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**

**NESHAMINY SCHOOL DISTRICT  
FLEET LISTING – 9/92009**

ID#	Model/Chassis	Serial #	Dept	Year – Capacity – Body – Tag #	GVWR	Unit Price
	Full size buses					
B1	AMERICANRE	1 BABKBPA 73F209681	Trans	2003- 78Pass -Blue Bird -SC-32811	36,200	71,499
B2	AMERICANRE	1 BABKBPA93F209682	Trans	2003- 78Pass -Blue Bird -SC-32812	36,200	71,499
B3	AMERICANRE	IBABKBPA03F209683	Trans	2003- 78 Pass -Blue Bird -SC-32813	36,200	71,499
B4	AMERICANRE	IBABKBPA23F209684	Trans	2003- 78Pass -Blue Bird -SC-32814	36,200	71,499
B5	SAF-T-LINER C2	4UZABRCS67CX66318	Trans	2007- 78Pass -Thomas -SC-47607	33,000	69,338
B6	SAF-T-LINER C2	4UZABRCS87CX66319	Trans	2007-78Pass -Thomas -SC-47608	33,000	69,338
B7	SAF-T-LINER C2	4UZABRDT4ACAP6617	Trans	2010- 78Pass -Thomas -SC-55835	33,000	87,000
B8	AMERICANRE	IBABKBPA43F209685	Trans	2003- 78Pass -Blue Bird -SC-32815	36,200	71,499
B9	AMERICANRE	1 BABKBPA63F209686	Trans	2003- 78Pass -Blue Bird -SC-32816	36,200	71,499
B10	AMERICANRE	IBABKBPA83F209687	Trans	2003- 78Pass -Blue Bird -SC-32817	36,200	71,499
B11	TCRE2000	IBAAKBBA9YF086749	Trans	2000- 78Pass -Blue Bird -SC-14962	33,000	79,560
B12	TCRE2000	IBAAKBBA5YF086750	Trans	2000- 78Pas -Blue Bird -SC-14925	33,000	79,650
B13	AMERICANRE	IBABKBP AX3F209688	Trans	2003- 78Pass -Blue Bird -SC-32818	36,200	71,499
B14	TCRE2000	IBAAKBBA 7YF086751	Trans	2000- 78Pass -Blue Bird -SC-14975	33,000	79,560
B15	TCRE2000	IBAAKBBA9YF086752	Trans	2000- 78Pass -Blue Bird -SC-14951	33,000	79,560
B16	AMERICANRE	1 BABKBOA51 F096983	Trans	2001- 78Pass -Blue Bird -SC-37950	33,000	75,250
B17	AMERICANRE	IBABKBKA65F225414	Trans	2005- 78Pass - Blue Bird -SC-14989	36,200	82,490
B18	TCRE2000	IBAAKBBAOYF086753	Trans	2000- 78Pass -Blue Bird -SC-14976	33,000	79,560
B19	AMERICANRE	1 BABKBKA85F225415	Trans	2005- 78Pass -Blue Bird -SC-14991	36,200	82,490
B20	AMERICANRE	IBABKBOA71F096984	Trans	2001- 78Pass -Blue Bird -SC-37960	33,000	75,250
B21	AMERICANRE	IBABKBKAX5F225416	Trans	2005-78Pass -Blue Bird -SC-14936	36,200	82,490
B22	SAF - T -LINER C2	4UZABRCS47CX66320	Trans	2007- 78Pass -Thomas -SC-47609	33,000	69,338
B23	SAF-T-LINER C2	4UZABRCS67CX66321	Trans	2007- 78Pass -Thomas -SC-47610	33,000	69,338
B24	SAF- T -LINER C2	4UZABRDJ48CZ16496	Trans	2008- 78Pass -Thomas -SC-50309	33,000	74,859
B25	SAF-T-LINER C2	4UZABRCS87CX66322	Trans	2007- 78Pass -Thomas -SC-47611	33,000	69,338
B26	SAF-T-LINER C2	4UZABRDJ68CZ 16502	Trans	2008- 78Pass -Thomas -SC-50333	33,000	74,859

ID#	Model/Chassis	Serial #	Dept	Year – Capacity – Body – Tag #	GVWR	Unit Price
B27	AMERICANRE	1BABKBKA15F225417	Trans	2005- 78Pass -Blue Bird -SC-14983	36,200	82,490
B28	SAF-T-LINER C2	4UZABRDJ48CZ 1650 1	Trans	2008- 78Pass -Thomas -SC-50332	33,000	74,859
B29	AMERICANRE	1BABKBKA35F225418	Trans	2005- 78Pass -Blue Bird -SC-14990	36,200	82,490
B30	AMERICAN	1 BABKBKA55F225419	Trans	2005- 78Pass -Blue Bird -SC-21379	36,200	82,490
B31	SAF-T-LINER C2	4UZABRDTACAP6618	Trans	2010- 78Pass -Thomas - SC-55834	33,000	87,000
B32	SAF-T-LINER C2	4UZABRDT8ACAP6619	Trans	2010- 78Pass -Thomas -SC-55833	33,000	87,000
B33	SAF-T-LINER C2	4UZABRDT4ACAP6620	Trans	2010- 78Pass -Thomas -SC-55832	33,000	87,000
B34	SAF-T-LINER C2	4UZABRDT6ACAP6621	Trans	2010- 78Pass -Thomas -SC-55830	33,000	87,000
B35	SAF-T-LINER C2	4UZABRDT8ACAP6622	Trans	2010- 78Pass -Thomas -SC-55831	33,000	87,000
B36	TCRE2000	1 BAAKBBA1XF079373	Trans	1999 - 78Pass -Blue Bird -SC-25342	33,000	76,120
B37	SAF-T-LINER C2	4UZABRDJ08CZ16494	Trans	2008- 78Pass -Thomas -SC-50310	33,000	74,859
B38	SAF-T-LINER C2	4UZABRDJ68CZ16497	Trans	2008- 78Pass -Thomas -SC-50331	33,000	74,859
B39	SAF-T-LINER C2	4UZABRDJ88CZ 16498	Trans	2008- 78Pass -Thomas -SC-50312	33,000	74,859
B40	SAF-T-LINER C2	4UZABRCSX7CX66323	Trans	2007- 78Pass -Thomas -SC-47612	33,000	69,338
B41	SAF-T-LINER C2	4UZABRCS 17CX66324	Trans	2007- 78Pass -Thomas -SC-47613	33,000	69,338
B42	AMERICAN FE	1BABKCKA25F225402	Trans	2005- 78Pass -Blue Bird -SC-32819	30,000	70,750
B43	SAF-T-LINER C2	4UZABRDJ28CZ16495	Trans	2008- 78Pass -Thomas - SC-50801	33,000	74,859
B44	SAF-T-LINER C2	4UZABRCS37CX66325	Trans	2007- 78Pass -Thomas -SC-47614	33,000	69,338
B45	TCRE2000	1BAAKBBA7WF077478	Trans	1998- 78Pass -Blue Bird -SC-25345	33,000	69,950
B46	AMERICAN FE	1BABKCKA45F225403	Trans	2005- 78Pass -Blue Bird -SC-21369	30,000	70,750
B47	SAF-T-LINER C2	4UZABRCS27CX66333	Trans	2007- 78Pass -Thomas -SC-47622	33,000	69,338
B48	SAF-T-LINER C2	4UZABRCS77CX66327	Trans	2007- 78Pass -Thomas -SC-47616	33,000	69,338
B49	SAF-T-LINER C2	4UZABRCS97CX66328	Trans	2007- 78Pass -Thomas -SC-47617	33,000	69,338
B50	TCRE2000	1BAAKBBA9WF077479	Trans	1998- 78Pass -Blue Bird -SC-25346	33,000	69,950
B51	SAF-T-LINER C2	4UZABRCS07CX66329	Trans	2007- 78Pass -Thomas -SC-47618	33,000	69,338
B52	SAF-T-LINER C2	4UZABRCS77CX66330	Trans	2007- 78Pass -Thomas -SC-47619	33,000	69,338
B53	SAF-T-LINER C2	4UZABRCS97CX66331	Trans	2007- 78Pass -Thomas -SC-47620	33,000	69,338
B54	SAF-T-LINER C2	4UZABRCS07CX66332	Trans	2007- 78Pass -Thomas -SC-47621	33,000	69,338
B55	SAF-T-LINER C2	4UZABRCS57CX66326	Trans	2007- 78Pass -Thomas -SC-47615	33,000	69,338
B56	SAF-T-LINER C2	4UZABRCS47CX66334	Trans	2007- 78Pass -Thomas -SC-47623	33,000	69,338
B57	AMERICAN FE	1BABKCKAX5F225406	Trans	2005- 78Pas -Blue Bird -SC-21372	30,000	70,750
B58	SAF-T-LINER C2	4UZABRCS67CX66335	Trans	2007- 78Pass -Thomas -SC-47624	33,000	69,338
B59	SAT-T-LINER C2	4UZABRDJ28CZ16500	Trans	2008- 78Pass -Thomas -SC-50311	33,000	74,859

ID#	Model/Chassis	Serial #	Dept	Year – Capacity – Body – Tag #	GVWR	Unit Price
B60	SAF-T-LINER C2	4UZABRCS87CX66336	Trans	2007- 78Pass -Thomas -SC-47625	33,000	69,338
B61	SAF-T-LINER C2	4UZABRCSX7CX66337	Trans	2007- 78Pass -Thomas -SC-47626	33,000	69,338
B63	AMERICANRE	1 BABKBOA61F096989	Trans	2001- 78Pass -Blue Bird -SC-04759	33,000	75,250
B64	AMERICANRE	IBABKBOA21F096990	Trans	2001- 78Pass -Blue Bird -SC-37951	33,000	75,250
B65	AMERICAN FE	IBABKCKA55F225409	Trans	2005- 78Pass -Blue Bird -SC-14981	30,000	70,750
B66	AMERICAN FE	IBABKCKAI5F225410	Trans	2005- 78Pass -Blue Bird -SC-35452	30,000	70,750
B67	AMERICAN FE	IBABKCKA35F225411	Trans	2005- 78Pass -Blue Bird -SC-21374	30,000	70,750
B68	AMERICAN FE	IBABKCKA55F225412	Trans	2005- 78Pass -Blue Bird -SC-21375	30,000	70,750
B69	AMERICAN FE	IBABKCKA75F225413	Trans	2005- 78Pass -Blue Bird -SC-21376	30,000	70,750
B70	AMERICANRE	1 BABKBKA 15F225420	Trans	2005- 78Pass -Blue Bird - SC-38977	36,200	82,490
B71	AMERICANRE	IBABKBKA35F225421	Trans	2005- 78Pass -Blue Bird -SC-38978	36,200	82,490
B72	TCRE2000	IBAAKBBA7WF077481	Trans	1998- 78Pass -Blue Bird -SC-25356	33,000	79,560
B73	AMERICANRE	IBABKBXA04F216621	Trans	2004- 78Pass -Blue Bird -SC-38568	36,000	71,449
B74	TCRE2000	IBAAKBBAOWF077483	Trans	1998- 78Pass -Blue Bird -SC-25358	33,000	79,560
B75	TCRE2000	IBAAKBBA9WF077482	Trans	1998- 78Pass -Blue Bird -SC-25357	33,000	79,560
B76	AMERICANRE	IBABKBOA91F096985	Trans	2001- 78Pass -Blue Bird -SC-21084	33,000	75,250
B77	SAF-T-LINER C2	4UZABRDTXACAP6623	Trans	2010- 78Pass -Thomas -SC-55829	33,000	87,000
B79	AMERICANRE	IBABKBXA84F216625	Trans	2004- 78Pass -Blue Bird -SC-38572	36,000	71,449
B80	SAF-T-LINER C2	4UZABRDJX8CZ16499	Trans	2008- 78Pass -Blue Bird -SC-50334	33,000	74,859
B81	TCRE2000	IBAAKBBA5WF077480	Trans	1998- 78Pass -Blue Bird -SC-25355	33,000	69,950
B82	AMERICANRE	1 BABKBXA24F216622	Trans	2004- 78Pass -Blue Bird -SC-38568	36,000	71,449
B83	AMERICANRE	IBABKBXA44F216623	Trans	2004- 78Pass -Blue Bird -SC-38570	36,000	71,449
B84	AMERICANRE	IBABKBXA64F216624	Trans	2004- 78Pass -Blue Bird -SC-38571	36,000	71,449
B85	AMERICANRE	1 BABKBOA41F096988	Trans	2001- 78Pass -Blue Bird -SC-04758	33,000	75,250
Mini buses						
BI00	CHEVYG30	IGBJG31F521194885	Trans	2002- 24Pas -Blue Bird -SC-21380	12,000	40,903
BIOI	FORDE450	1 FDWE45F83HB 13681	Trans	2003- 30Pass -Blue Bird -SC-35451	14,000	40,903
BI02	FORDE450	IFDWE45FX3HB 13682	Trans	2003- 30Pass -Blue Bird -SC-35450	14,000	40,903
BI03	CHEVY 4500	IGBKG316491171290	Trans	2010-30 Pass -Thomas -SC-55839	14,200	54,000
BI04	FORD E-450	IFDXE45P66HB 18153	Trans	2007- 30Pass -Thomas -SC-49323	14,050	55,000
BI05	FORD E-450	IFD4E45P08DB 19909	Trans	2008- 30Pass -Trans Tech -SC-51562	14,050.	52,672
BI06	FORD E-450	IFD4E45P78DB19910	Trans	2008 - 30Pass -TransTech -SC-51563	14,050	52,672
B107	FORDE450	IFDXE45P84HA88506	Trans	2004- 30Pass -Blue Bird -SC-14961	14050	53,350



ID#	Model/Chassis	Serial #	Dept	Year – Capacity – Body – Tag #	GVWR	Unit Price
BI08	FORDE450	IFDFE45P79DA05710	Trans	2009- 30Pass - TransTech -SC-51705	14,500	52,672
BI09	CHEVYG30	1 GBJG31 F521194482	Trans	2002- 24Pass-Blue Bird -SC-32810	12,000	40,903
BI10	FORDE450	IFDFE45P99DA05711	Trans	2009- 30Pass - Trans Tech -SC-51706	14,500	52,672
BI11	FORDE450	IFDXE45PX6HB18155	Trans	2007- 30Pass -Thomas -SC-47628	14,050	49,647
B112	FORDE450	IFDXE45P35HB24524	Trans	2005- 30Pass -Blue Bird -SC-43385	14,050	53,350
BI13	FORDE450	IFD4E45P08DB29565	Trans	2008- 30Pass -Thomas -SC-51864	14,050	54,926
Wheel chair buses						
B200	FREIGHTLINER	4UZ6CF AAXYCF22073	Trans	2000- 39Pass -Blue Bird -SC-14963	29,000	74,000
B201	B-BIRD VISION	IBAKBCKA35F225943	Trans	2005- 43Pass -Blue Bird -SC-21378	30,000	77,742
B202	B-BIRD VISION	1 BAKBCKA 15F225942	Trans	2005- 43Pass-Blue Bird -SC-21377	30,000	77,742
B203	SAF-T-LINER-C2	4UZABRDJ18CZ60410	Trans	2008- 42Pass -Thomas -SC-50799	30,280	88,233
B204	TCFE 1000	IBAHBCSA8VF071661	Trans	1997- 27Pass -Blue Bird SC-14927	24,090	64,350
B205	FORDE450	IFDXE45P76DA32096	Trans	2006- 3 I Pass -Blue Bird - SC-14972	14,050	55,822
B206	FORDE450	IFDXE45P 15HB24523	Trans	2005- 31Pass -Blue Bird -SC-43384	14,050	53,350
B207	SAF-T-LINER-C2	4UZABRCS37CX67054	Trans	2007- 42Pass -Thomas -SC-47627	30,280	80,830

#### **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 transportation facility.

#### **Section 5: Current operating program details**

<b>BELL TIMES</b>			
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:

<b>INFORMATION DESCRIPTION</b>	<b>DATES</b>
Insurance Certificates	June 15 <sup>th</sup> for summer contracts August 1 <sup>st</sup> 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 <sup>st</sup> for preceding school year
Driver information as required by law	August 31 <sup>st</sup>
New Driver information	Before being placed on any route
Driver monthly mileage surveys	25 <sup>th</sup> 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 <sup>st</sup> day of school. List to be updated and submitted to District with any changes in assignments by 1 <sup>st</sup> day of each month.
List of routes that are not covered by the regular driver or monitor for more than one week	The 1 <sup>st</sup> 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:**

The following data represents the wages, benefits, and job functions of the current District Transportation Department staff members:

<b>BUS #</b>	<b>HOURLY RATE</b>	<b>YEARS WORKED</b>	<b>SCHEDULED HOURS/DAY</b>	<b>BENEFITS</b>
#1	\$21.01	5	5.75 M-F	
#2				
#3				
#4				
#5	\$21.01	5	6 M-F	Health benefits
#6	\$21.01	7	6 M-F	Health benefits
#7				
#8	\$21.01	13	8 M-F	Health benefits
#9	\$21.01	16	8 M-F	Health benefits
#10	\$21.01	10	8 M-F	Health benefits
#11	\$21.01	9	6 M-F	Health benefits
#12				
#13	\$21.01	9	6 M-F	Health benefits
#14	\$15.77	1	5.75 M-F	
#15				
#16				

#17	\$21.01	39	6.5 M-F	Health benefits
#18				
#19	\$15.77	1	5.75 M-F	
#20				
#21	\$21.01	23	8 M-F	Health benefits
#22	\$21.01	16	8 M-F	Health benefits
#23	\$21.01	12	7 M-F	Health benefits
#24	\$21.01	5	6 M-F	Health benefits
#25	\$21.01	4	6 M-F	Health benefits
#26	\$21.01	5	6.25 M-F	Health benefits
#27	\$15.77	1	5.75 M-F	
#28	\$21.01	15	6.5 M-F	Health benefits
#29	\$21.01	28	8 M-F	Health benefits
#30	\$21.01	20	8 M-F	Health benefits
#31	\$21.01	15	8 M-F	Health benefits
#32	\$21.01	5	6 M-F	Health benefits
#33	\$21.01	20	8 M-F	Health benefits
#34	\$21.01	4	6 M-F	Health benefits
#35	\$15.77	3	6.25 M-F	Health benefits
#36	\$21.01	8	6 M-F	Health benefits
#37	\$15.77	2	5.75 M-F	
#38	\$15.77	2	5.75 M-F	
#39	\$15.77	2	3.5 M-F	
#40	\$21/01	8	6 M-F	Health benefits
#41	\$21.01	6	6 M-F	Health benefits
#42	\$15.77	1	5.75 M-F	
#43	\$21.01	20	6 M-F	Health benefits
#44	\$21.01	4	6 M-F	Health benefits
#45	\$15.77	3	6.25 M-F	Health benefits
#46	\$15.77	1	2.75 M-F	
#47	\$21.01	8	6 M-F	Health benefits
#48	\$21.01	21	6 M-F	Health benefits
#49	\$15.77	1	5.75 M-F	
#50	\$15.77	1	2.75 M-F	
#51	\$21.01	12	8 M-F	Health benefits
#52	\$21.01	10	6.75 M-F	Health benefits
#53	\$21.01	8	6 M-F	Health benefits
#54	\$21.01	23	6.5 M-F	Health benefits
#55	\$21.01	14	8 M-F	Health benefits
#56	\$21.01	5	6 M-F	Health benefits
#57	\$15.77	2	5.75 M-F	
#58	\$21.01	6	6 M-F	Health benefits
#59	\$21.01	18	6 M-F	Health benefits
#60	\$21.01	22	8 M-F	Health benefits
#61	\$15.77	3	6 M-F	Health benefits
#63				
#64				
#65	\$21.01	13	8 M-F	Health benefits
#66	\$21.01	16	6 M-F	Health benefits
#67	\$21.01	13	8 M-F	Health benefits
#68	\$15.77	2	5.75 M-F	
#69	\$21.01	13	6.5 M-F	Health benefits
#70	\$21.01	5	6 M-F	Health benefits
#71	\$15.77	2	5.75 M-F	
#72	\$21.01	16	8 M-F	Health benefits
#73	\$21.01	4	3 M-F	

#74	\$21.01	5	6.5 M-F	Health benefits
#75	\$21.01	4	6 M-F	Health benefits
#76				
#77	\$15.77	2	5.75 M-F	
#79	\$15.77	2	5.75 M-F	
#80	\$21.01	16	6.5 M-F	Health benefits
#81	\$21.01	4	6 M-F	Health benefits
#82	\$21.01	22	8 M-F	Health benefits
#83	\$15.77	1	5.75 M-F	
#84	\$15.77	1	2.75 M-F	
#85				
#100	\$15.77	3	6.25 M-F	Health benefits
#101				
#102	\$21.01	9	8 M-F	Health benefits
#103	\$21.01	11	7 M-F	Health benefits
#104	\$21.01	22	8 M-F	Health benefits
#105	\$21.01	30	8 M-F	Health benefits
#106	\$21.01	27	8 M-F	Health benefits
#107	\$21.01	12	8 M-F	Health benefits
#108	\$21.01	24	7.5 M-F	Health benefits
#109	\$21.01	20	6.25 M-F	Health benefits
#110	\$21.01	14	6.5 M-F	Health benefits
#111	\$15.77	3	6.5 M-F	Health benefits
#112	\$21.01	12	6.5 M-F	Health benefits
#113	\$21.01	17	8 M-F	Health benefits
#200				
#201 AM	\$21.01	5	3.5 M-F	
#201 PM	\$21.01	5	3.5 M-F	
#202	\$21.01	17	7.5 M-F	Health benefits
#203	\$15.77	3	5.75 M-F	
#204				
#205	\$21.01	22	7.5 M-F	Health benefits
#206				
#207	\$21.01	16	7 M-F	Health benefits
	BUS AIDES			
FULL TIME	\$16.33	6	GRANDFATHER	
	\$12.26		APPRENTICE	
SUB AIDES	\$8.25	3		
	SUB DRIVERS			
	\$14.00 HR	No guaranteed hours		
	DISPATCHERS			
# 1	\$21.21	23	5:30/2:00 M-F	Health benefits
# 2	\$21.21	12	6:00/9:30 M-F & 1:30/6:00 M-F	Health benefits
	MECHANICS			
# 1	\$26.21	30	6:00/2:30 M-F	Health benefits
#2	\$26.21	20	6:00/2:30 M-F	Health benefits
# 3	\$26.21	27	6:00/2:30 M-F	Health benefits
# 4	\$26.21	4	6:00/2:30 M-F	Health benefits

# 5	\$26.21	5	10:30/7:00 M-F	Health benefits
# 6	\$26.21	21	10:30/7:00 M-F	Health benefits
# 7 HELPER	\$22.12	13	10:30/7:00 M-F	Health benefits
FOREMAN	\$64,690	28	6:30/2:30 M-F	Health benefits
HEALTH	BENEFITS			
Medical, Prescription, Dental & Vision				
HOLIDAYS	ETC			
	PAID HOLIDAY	SICK DAYS	EXCUSED	PERSONAL
DRIVER FT	13	10	3	1
NEW HIRE	10	7.5	3	1
DRIVER PT	9	5		1
PT LESS4HR	9	4		
NEW HIRE	7	3		1
BUS AIDE FT	13	10.5	3	1
NEW HIRE	11	7.5	3	1
BUS AIDE PT	9	5		1
PT LESS 4 HR	9	4		
NEW HIRE	9	4		1
PT LESS 4 HR	9	3		
BUS #	WHEELCHAIR	# PASSNGRS		
	BUSES IN USE			
# 200	3	39		
# 201	2	43		
# 202	2	43		
#203	1	42		
# 204	3	27		
# 205	1	31		
# 206	1	31		
# 207	1	42		

## 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**

<p><b>NESHAMINY SCHOOL DISTRICT</b> <b>TRANSPORTATION REPORT</b></p>
--

**MONTHLY ACTIVITY REPORT**  
**MONTH: \_\_\_\_\_, 201\_\_**

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

**SAFETY AND TRAINING ACTIVITY:**

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**ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)**

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**OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)**

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Date Prepared: \_\_\_\_/\_\_\_\_/\_\_\_\_

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_



**APPENDIX “D”**

**BOARD POLICIES**

*The District’s Board Policies are available at [www.Neshaminy.org](http://www.Neshaminy.org).*

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

**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, JUDGMENT, CLAIM, OR DEMAND 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 NEGLIGENT 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, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND 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 SUCH CLAIM OR DEMAND, AND SHALL 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 SUCH CLAIM OR DEMAND.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, 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 LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND ARISING OUT OF THE NEGLIGENCE OR WILLFULL MISCONDUCT OF NESHAMINY SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 2009.

\_\_\_\_\_  
(NOTARY PUBLIC)

## FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3 of the Neshaminy School District transportation bid, dated November 12, 2009, 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**  
**BID/RFP #11-11**  
**November 12, 2009**

PURCHASING OFFICE  
 NESHAMINY SCHOOL DISTRICT  
 1200 NEWTOWN-LANGHORNE RD  
 LANGHORNE, PA 19047

<b>CONTRACT PRICES</b>
----------------------------

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE NESHAMINY SCHOOL DISTRICT, 2250 NEWTOWN-LANGHORNE RD., LANGHORNE, PENNSYLVANIA, THE UNDERSIGNED:

\_\_\_\_\_ (Company Name) CERTIFIES THAT IT HAS EXAMINED AND FULLY COMPREHENDS ALL THE ENCLOSED "GENERAL CONDITIONS", "SPECIFICATIONS", AND "NOTICE TO PROPOSERS" FOR THE TRANSPORTATION SERVICE FOR THE AMOUNTS STATED BELOW AND PURSUANT TO THE TERMS DESCRIBED ON THE SPECIFICATIONS:

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

<b>HOME-TO-SCHOOL, FIELD AND SPORTS, and SUMMER TRANSPORTATION PROPOSAL: 2010-2011</b>
--

Note: Current services being provided by the Intermediate Unit may be awarded as a separate contract either to a separate contractor from the base services, or as a separate contract if the base services for home-to-school, trips and summer are not outsourced by the District.

<b>HOME-TO-SCHOOL and SUMMER RATES – 2010-2011</b>				
	<b>4 HOUR (Rate Per Day)</b>	<b>5 HOUR (Rate Per Day)</b>	<b>6 HOUR (Rate Per Day)</b>	<b>EXCESS HOURS RATE</b>
<b>7 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>8 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>9 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger Bus</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C</b>	\$	\$	\$	\$

\_\_\_\_\_  
 Proposer's Initials

19/24 Passenger w/ A/C and lift	\$	\$	\$	\$
36/48 Passenger	\$	\$	\$	\$
36/48 Passenger w/ A/C	\$	\$	\$	\$
36/48 Passenger w/ A/C and lift	\$	\$	\$	\$
78 Passenger	\$	\$	\$	\$
78 Passenger w/ A/C and lift	\$	\$	\$	\$
Bus Monitors – Rate Per Hour	\$			
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2010-2011 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>		<b>WAITING RATE PER HOUR</b>	
78 Passenger Bus	\$		\$	
48 Passenger Bus	\$		\$	
36/48 Passenger Bus	\$		\$	
19/24 Passenger Bus	\$		\$	
1 to 9 Passenger Vehicle	\$		\$	
19/24 Passenger with lift and 2 wheelchair stations	\$		\$	
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2010-2011 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
78 Passenger Bus	\$	\$	\$	
48 Passenger Bus	\$	\$	\$	
36/48 Passenger Bus	\$	\$	\$	
19/24 Passenger Bus	\$	\$	\$	
1 to 9 Passenger Vehicle	\$	\$	\$	
19/24 Passenger with lift and 2 wheelchair stations	\$	\$	\$	
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2010-2011 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>		
78 Passenger Bus	\$	\$		
48 Passenger Bus	\$	\$		

<b>36/48 Passenger Bus</b>	\$	\$		
<b>19/24 Passenger Bus</b>	\$	\$		
<b>1 to 9 Passenger Vehicle</b>	\$	\$		
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$		
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2010-2011 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	

**HOME-TO-SCHOOL, FIELD AND SPORTS, and SUMMER TRANSPORTATION PROPOSAL:**

**2011-2012**

<b>HOME-TO-SCHOOL and SUMMER RATES – 2011-2012</b>				
	<b>4 HOUR (Rate Per Day)</b>	<b>5 HOUR (Rate Per Day)</b>	<b>6 HOUR (Rate Per Day)</b>	<b>EXCESS HOURS RATE</b>
<b>7 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>8 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>9 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger Bus</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>36/48 Passenger</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>78 Passenger</b>	\$	\$	\$	\$

<b>78 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>Bus Monitors – Rate Per Hour</b>	\$			
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2011-2012 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>		<b>WAITING RATE PER HOUR</b>	
<b>72 Passenger Bus</b>	\$		\$	
<b>48 Passenger Bus</b>	\$		\$	
<b>36/48 Passenger Bus</b>	\$		\$	
<b>19/24 Passenger Bus</b>	\$		\$	
<b>1 to 9 Passenger Vehicle</b>	\$		\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$		\$	
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2011-2012 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>72 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2011-2012 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>		
<b>78 Passenger Bus</b>	\$	\$		
<b>48 Passenger Bus</b>	\$	\$		
<b>36/48 Passenger Bus</b>	\$	\$		
<b>19/24 Passenger Bus</b>	\$	\$		
<b>1 to 9 Passenger Vehicle</b>	\$	\$		
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$		
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2011-2012 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				

	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	

**HOME-TO-SCHOOL, FIELD AND SPORTS, and SUMMER TRANSPORTATION PROPOSAL:**

**2012-2013**

<b>HOME-TO-SCHOOL and SUMMER RATES – 2012-2013</b>				
	<b>4 HOUR (Rate Per Day)</b>	<b>5 HOUR (Rate Per Day)</b>	<b>6 HOUR (Rate Per Day)</b>	<b>EXCESS HOURS RATE</b>
<b>7 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>8 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>9 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger Bus</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>36/48 Passenger</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>78 Passenger</b>	\$	\$	\$	\$
<b>78 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>Bus Monitors – Rate Per Hour</b>	\$			
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2012-2013 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>		<b>WAITING RATE PER HOUR</b>	
<b>78 Passenger Bus</b>	\$		\$	



48 Passenger Bus	\$		\$	
36/48 Passenger Bus	\$		\$	
19/24 Passenger Bus	\$		\$	
1 to 9 Passenger Vehicle	\$		\$	
19/24 Passenger with lift and 2 wheelchair stations	\$		\$	
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2012-2013 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
78 Passenger Bus	\$	\$	\$	
48 Passenger Bus	\$	\$	\$	
36/48 Passenger Bus	\$	\$	\$	
19/24 Passenger Bus	\$	\$	\$	
1 to 9 Passenger Vehicle	\$	\$	\$	
19/24 Passenger with lift and 2 wheelchair stations	\$	\$	\$	
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2012-2013 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>		
78 Passenger Bus	\$	\$		
48 Passenger Bus	\$	\$		
36/48 Passenger Bus	\$	\$		
19/24 Passenger Bus	\$	\$		
1 to 9 Passenger Vehicle	\$	\$		
19/24 Passenger with lift and 2 wheelchair stations	\$	\$		
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2012-2013 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
78 Passenger Bus	\$	\$	\$	
48 Passenger Bus	\$	\$	\$	
36/48 Passenger Bus	\$	\$	\$	
19/24 Passenger Bus	\$	\$	\$	
1 to 9 Passenger Vehicle	\$	\$	\$	

19/24 Passenger with lift and 2 wheelchair stations	\$	\$	\$	
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**HOME-TO-SCHOOL, FIELD AND SPORTS, and SUMMER TRANSPORTATION PROPOSAL:**

**2013-2014**

<b>HOME-TO-SCHOOL and SUMMER RATES – 2013-2014</b>				
	<b>4 HOUR (Rate Per Day)</b>	<b>5 HOUR (Rate Per Day)</b>	<b>6 HOUR (Rate Per Day)</b>	<b>EXCESS HOURS RATE</b>
7 Passenger w/ A/C	\$	\$	\$	\$
8 Passenger w/ A/C	\$	\$	\$	\$
9 Passenger w/ A/C	\$	\$	\$	\$
19/24 Passenger Bus	\$	\$	\$	\$
19/24 Passenger w/ A/C	\$	\$	\$	\$
19/24 Passenger w/ A/C and lift	\$	\$	\$	\$
36/48 Passenger	\$	\$	\$	\$
36/48 Passenger w/ A/C	\$	\$	\$	\$
36/48 Passenger w/ A/C and lift	\$	\$	\$	\$
78 Passenger	\$	\$	\$	\$
78 Passenger w/ A/C and lift	\$	\$	\$	\$
Bus Monitors – Rate Per Hour	\$			
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2013-2014 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>		<b>WAITING RATE PER HOUR</b>	
78 Passenger Bus	\$		\$	
48 Passenger Bus	\$		\$	
36/48 Passenger Bus	\$		\$	
19/24 Passenger Bus	\$		\$	
1 to 9 Passenger Vehicle	\$		\$	
19/24 Passenger with lift and 2 wheelchair stations	\$		\$	

\_\_\_\_\_  
Proposer's Initials

<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2013-2014 – DURING SCHOOL DAY</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2013-2014 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>		
<b>78 Passenger Bus</b>	\$	\$		
<b>48 Passenger Bus</b>	\$	\$		
<b>36/48 Passenger Bus</b>	\$	\$		
<b>19/24 Passenger Bus</b>	\$	\$		
<b>1 to 9 Passenger Vehicle</b>	\$	\$		
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$		
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2013-2014 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	

**HOME-TO-SCHOOL, FIELD AND SPORTS, and SUMMER TRANSPORTATION PROPOSAL:**

**2014-2015**

\_\_\_\_\_  
Proposer's Initials

**HOME-TO-SCHOOL and SUMMER RATES – 2014-2015**

	<b>4 HOUR (Rate Per Day)</b>	<b>5 HOUR (Rate Per Day)</b>	<b>6 HOUR (Rate Per Day)</b>	<b>EXCESS HOURS RATE</b>
<b>7 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>8 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>9 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger Bus</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>19/24 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>36/48 Passenger</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C</b>	\$	\$	\$	\$
<b>36/48 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>78 Passenger</b>	\$	\$	\$	\$
<b>78 Passenger w/ A/C and lift</b>	\$	\$	\$	\$
<b>Bus Monitors – Rate Per Hour</b>	\$			

**FIELD AND SPORTS TRIPS – IN-DISTRICT – 2014-2015 – DURING SCHOOL DAY**

	<b>DRIVING RATE PER HOUR</b>		<b>WAITING RATE PER HOUR</b>	
<b>78 Passenger Bus</b>	\$		\$	
<b>48 Passenger Bus</b>	\$		\$	
<b>36/48 Passenger Bus</b>	\$		\$	
<b>19/24 Passenger Bus</b>	\$		\$	
<b>1 to 9 Passenger Vehicle</b>	\$		\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$		\$	

**FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2014-2015 – DURING SCHOOL DAY**

	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	

<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	
<b>FIELD AND SPORTS TRIPS – IN-DISTRICT – 2014-2015 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>		
<b>78 Passenger Bus</b>	\$	\$		
<b>48 Passenger Bus</b>	\$	\$		
<b>36/48 Passenger Bus</b>	\$	\$		
<b>19/24 Passenger Bus</b>	\$	\$		
<b>1 to 9 Passenger Vehicle</b>	\$	\$		
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$		
<b>FIELD AND SPORTS TRIPS – OUT-OF-DISTRICT – 2014-2015 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS</b>				
	<b>DRIVING RATE PER HOUR</b>	<b>WAITING RATE PER HOUR</b>	<b>RATE PER MILE (Over 50 Miles)</b>	
<b>78 Passenger Bus</b>	\$	\$	\$	
<b>48 Passenger Bus</b>	\$	\$	\$	
<b>36/48 Passenger Bus</b>	\$	\$	\$	
<b>19/24 Passenger Bus</b>	\$	\$	\$	
<b>1 to 9 Passenger Vehicle</b>	\$	\$	\$	
<b>19/24 Passenger with lift and 2 wheelchair stations</b>	\$	\$	\$	

**PERFORMANCE BOND COST (Alternate 8.18.1)**

Annual charge to the District for the provision of a performance bond equal to 100% of the contract(s) awarded, and consistent with the requirements as set forth in Section 8.18.1. (Proof of bondability consistent with requirements must be submitted with the Proposal.)

Annual Charge: \$ \_\_\_\_\_ (2010-2011)

Annual Charge: \$ \_\_\_\_\_ (2011-2012)

Annual Charge: \$ \_\_\_\_\_ (2012-2013)

Annual Charge: \$ \_\_\_\_\_ (2013-2014)

Annual Charge: \$ \_\_\_\_\_ (2014-2015)

**PRE-PAYMENT DISCOUNT** (Alternate 8.18.2)

Percentage discount applied to pre-payment amount consistent with Alternate 8.18.2.

Discount per pre-payment period: \_\_\_\_\_ %

**FLEET PURCHASE** (Alternate 8.18.3)

Offer price for the purchase of the existing District fleet payable in one payment consistent with Alternate 8.18.3.

Fleet Purchase Offer: \$\_\_\_\_\_

If Contractor is NOT awarded the purchase of the existing District fleet, will Contractor still accept the award of the operating contract proposed within?

- Yes, we will accept the award of the contract without purchasing the District fleet.
- No, we respectfully decline to accept the award of the contract if we cannot purchase the District fleet.

**BAND BUS** (Alternate 8.18.4)

One time charge to the District for the development of a Band Bus consistent with Alternate 8.18.4.

Band Bus Charge: \$\_\_\_\_\_

**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, we are interested in a separate out-of-District, Special Education contract
- No, we will only provide out-of-District, Special Education services if we are awarded the entire transportation program contract.

**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: \_\_\_\_\_

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

- Yes
- No

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

2. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Package including the Instructions to Proposers, General Conditions, Proposal Certifications, and Specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

Name	Address	Contact Person	Telephone
_____			
_____			
_____			

(attach additional sheets, if necessary)

4. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.

5. 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 discretion to determine the best Proposal to meet the needs of the District.

\_\_\_\_\_  
Proposer's Initials

Very truly yours,

Signature: \_\_\_\_\_

Authorized Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_



**(NON-COLLUSIVE PROPOSAL CERTIFICATION)**

Firm Name:

\_\_\_\_\_

Business Address:

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_ Date of Proposal: \_\_\_\_\_

**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 shall not be considered for award nor shall 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 shall so state and shall 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 shall not be considered for award nor shall 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 shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall 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 \_\_\_\_\_, 2009.

\_\_\_\_\_

Notary Public

**NESHAMINY SCHOOL DISTRICT**

1200 Newtown-Langhorne Rd  
Langhorne, PA 19047

**CONTRACT:** Student Transportation Services

**PROPOSAL DATE:** November 12, 2009

**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
- This particular service
- Remainder of this year
- Other: \_\_\_\_\_

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address

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 the 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: \_\_\_\_\_