

**SPECIFICATION AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION - DRIVERS
RFP #19-13**



**NESHAMINY SCHOOL DISTRICT
LANGHORNE, PENNSYLVANIA**

Release Date: November 1, 2017

Pre-Bid Date: November 16, 2017 - 10:00 am

Due Date: December 7, 2017 – 10:00 am

Proposer's Initials

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

ATTACHMENTS

- ' Elapsed Hours Per Day

Proposer's Initials

NESHAMINY SCHOOL DISTRICT

VENDOR ACKNOWLEDGEMENT

Please forward your acknowledgment of receipt of the attached Request for Proposal to:

Joseph Rischow
Purchasing Department
Neshaminy School District
2001 Old Lincoln Highway
Langhorne, Pennsylvania 19047
Office: 215.809.6280
Facsimile: 215.809.6287
E-mail: **jrischow@neshaminy.org**

Organization Name: _____ has received the

Request for Proposal for: **Student Transportation - Drivers**

At this time, it is the organization's intent to:

[☐] Submit a Proposal

[☐] Not Submit a Proposal

Contact: _____
Name

Title: _____

Date: _____

Email: _____

Please return this form to Joseph Rischow no later than **Friday, November 10, 2017** via e-mail, mail or facsimile: 215.809.6287. If this form is not returned, the vendor will not be able to bid on the proposal.

NESHAMINY SCHOOL DISTRICT
SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION - DRIVERS
BID/RFP #19-13

Proposals to be opened:

AT: 10:00 A.M.
DATE: December 7, 2017
PLACE: Neshaminy School District
Purchasing Offices
2001 Old Lincoln Highway
Langhorne, PA 19047

Proposer Information

Legal Name of Proposer Company: _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

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

Corporate Seal

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

Signature of same individual stipulated directly above:

Date: _____

NESHAMINY SCHOOL DISTRICT
2001 Old Lincoln Highway
Langhorne, PA 19047

NOTICE TO PROPOSERS

The Neshaminy School District of Langhorne, Pennsylvania hereby invites the submission of sealed proposals from reputable and qualified bus transportation companies for furnishing student transportation services for the Neshaminy School District beginning July 1, 2018. Forms for proposal, certification, conditions, and specifications may be obtained from the Neshaminy School District Purchasing website at <https://www.neshaminy.org/Page/246>, 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 December 7, 2017 at the Neshaminy School District, Purchasing Offices, 2001 Old Lincoln Highway, Langhorne, PA at which time and place all proposals will be publicly opened. A mandatory pre-proposal conference will be held on November 16, 2017 at 10:00 a.m. at the Purchasing Office, Neshaminy HS Campus, 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 three (3) 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. This would include, but not limited to, the total outsourcing of the driver function or a hybrid model of Neshaminy drivers or a hybrid model of Neshaminy drivers and Contractor drivers.

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, three copies and a USB drive with the entire 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) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
- 6) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
- 7) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
- 8) Cost – Form of Proposal for contracts.
- 9) 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 November 16, 2017 at 10:00 a.m. at the Purchasing Office, Neshaminy HS Campus, 2001 Old Lincoln Highway, Langhorne, PA 19047.
5. Proposals must be presented in a sealed container and addressed as follows:

**Joe Rischow, Purchasing Supervisor
NESHAMINY SCHOOL DISTRICT
2001 Old Lincoln Highway
Langhorne, PA 19047
BID/RFP #19-13**

School Transportation - Drivers Proposal - 10:00 A.M., December 7, 2017

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., December 7, 2017, at Neshaminy School District, Purchasing Office, 2001 Old Lincoln Highway, 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 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.
- ☐ 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.
- ☐ 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

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"	- 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.
"Drop and pick"	- A process of having a bus take a trip or team to a destination site, and then departing 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 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 required, the actual number of drivers employed, a description of targeted recruitment programs, wage and benefit programs, and driver 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 sealed container. 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 container 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 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), trainer(s), safety 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; accident reduction programs; 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. Joe Rischow, Purchasing Supervisor, Neshaminy School District, 2001 Old Lincoln Highway, 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 three (3) years, 2018-2019 (7/1/18-6/30/19) school year through 2020-2021 (7/1/20-6/30/21) 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.

At the present time (2017-2018), the District provides the following services:

Quantity	Description
80	Type I - 78 passenger
8	Type I - 30 passenger
2	Wheelchair – 43 Passenger
2	Wheelchair – 42 Passenger
10	Wheelchair – 31 Passenger
8	Van – 9 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.

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

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 quarter hour.

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.

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.

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. 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.

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. 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.

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 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 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 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. The Board of School Directors will employ bus aides 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, hours per day, daily rate, total days in service, early dismissal rate, number of early dismissals, detail of each dismissal, late runs, 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 Administrator, 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, or other mutually agreed to revisions that would affect the total yearly cost.

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 prepayment program. These prepayments would occur on September 1st, January 1st, and April 1st of each school year. If the prepayment option is chosen by the District, the Contractor would still be required to provide a detailed monthly accounting and reconciliation of the charges and payment balance, consistent with the invoicing detail described in Section 6.5. If the District chooses to offer the prepayment 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/she 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 2018-2019 school year and beyond. The 2017-18 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 2017-18 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 an hourly rate for drivers.

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 AIX" 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) 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.
- (b) \$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.
- (c) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (d) 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.
- (e) Disability Benefits coverage covering all employees in amounts as required by Pennsylvania law.
- (f) Unemployment Insurance coverage covering all employees consistent with the requirements of Pennsylvania laws.
- (g) 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.

- (h) 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, 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.

8.6 TERM

The term of the Contract shall be for a three (3) year period, beginning 7/1/2018, and ending with the 2020-2021 school year (June 30, 2021). 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 contracted transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All supervisory personnel and drivers 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, 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 who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers 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 and outside vendor. The Contractor shall provide preferential hiring, for those positions that may exist, to current District employees who so choose to apply for driving, 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 contracted Transportation personnel. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or to direct that they be replaced, without being limited to considerations of health and driving records.

8.7.1.3 Terminal Staffing:

Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. 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 duty 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 shall be maintained and available from at least 6:00 A.M. to 6:00 P.M. when school is in session

Dispatcher: For the proposals, where required, 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. For the proposals, where required, 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.

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 and drivers 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 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 and bus operation, and Board of School Directors policies and regulations.

- 8.7.1.6 Each driver 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.

The District reserves the right to provide specialized driver 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 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 shall be at the driver's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Motor Vehicles. All drivers 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.

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 Driver License (CDL) 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 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 drivers, 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 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 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 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 provide substitutes for runs covered by Neshaminy School District drivers. These substitute drivers are guaranteed two hours/day.
- 8.7.1.10 The Contractor shall be responsible for providing practice and instruction to the drivers 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 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 Drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary for students with Special Needs.

8.7.2 Fuel

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

8.7.2.2 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.

8.7.3 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.

8.7.4 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.

8.7.5 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.

8.7.6 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; 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.

8.7.7 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.

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 C.

8.11.2 Driver Training and Additional Training: All bus drivers 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 assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers 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, 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 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 therefore such drivers 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, 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 (whether or not 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 "B". 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 District 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.

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 maintain good order on the school buses. Drivers 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 who fails to do so. Any cost or salary reimbursement for attendance by drivers 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 1st day of each month. Original surveys are to be sent or delivered to the District no later than the 15th of each month, September through May of each school year. Two detailed surveys, identifying all stops and schools, will be done in September and March, with short surveys completed in all other months. In all cases the information will be in the format as determined by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

8.11.7 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver 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 Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The District reserves the right to assign students from other school districts to buses/routes.

The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other School Districts.

8.12 BASE PROGRAM PROPOSAL

The Base Program Proposal for the proposed contracted services shall be for the 2018-2019 school year consisting of services and routes as described in Appendix "A".

8.13 COMPLIANCE REQUIREMENTS

8.13.1 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.

8.13.2 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, subcontracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

8.14 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.

8.15 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.

8.16 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:

- 8.16.1 If at any time the Contractor does not provide the required number of drivers 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.
- 8.16.2 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the contracted 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.
- 8.16.3 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.
- 8.16.4 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.
- 8.16.5 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.
- 8.16.6 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.
- 8.16.7 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 drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary drivers, and must notify the District at the earliest possible date/time of the potential shortage. No penalty would be charged in this situation. The Contractor is expected and required to have a sufficient staff to meet the District's needs.

- 8.16.8 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.
- 8.16.9 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 nonperformance 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 nonperformance 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.

8.17 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.

8.17.1 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.

8.17.2 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 prepayment 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.

APPENDIX "A"

Section 1: Current District Fleet Details

Please refer to Section 3.2.2 for details

Section 2: Current operating program details

BELL TIMES			
SCHOOL	GRADES	START	END
High School	9 to 12	7:13	2:14
Poquessing	5 to 8	7:55	2:55
Sandburg	5 to 8	7:58	2:55
Maple Point	5 to 8	7:55	2:55
Schweitzer	K to 4	9:10	3:35
Miller	K to 4	9:10	3:35
Hoover	K to 4	9:10	3:35
Tawanka	K to 4	9:10	3:35
Ferderbar	K to 4	9:10	3:35
Buck	K to 4	9:10	3:35

Section 3: Reporting Mandates

Data to be submitted to the District:

INFORMATION DESCRIPTION	DATES
Insurance Certificates	June 15 th for summer contracts August 1 st for school year contracts
Driver information as required by law	August 15 th
New Driver information	Before being placed on any route
Driver monthly mileage surveys	25 th of each month
September mileage “long” route surveys	Third week of September
List of drivers’ names arranged by route number. List will include route #, vehicle fleet number, cell phone number (if applicable), driver’s name, home phone number.	First list: On or before the 1 st day of school. List to be updated and submitted to District with any changes in assignments by 1 st day of each month.
List of routes that are not covered by the regular driver for more than one week	The 1 st of each month
Documentation of Contractor’s compliance with drug and alcohol testing requirements	As requested by the District
Other information as may be required by the District	As requested by the District

This list represents a summary of key reporting requirements, and is being provided as a convenience to the Contractor. Additional reporting mandates are detailed in the specifications. It is the Contractor's responsibility to comply with the requirements of the specifications, and exclusion of any item from this listing does not eliminate any requirements.

APPENDIX B
SAMPLE ONLY

**NESHAMINY SCHOOL DISTRICT
TRANSPORTATION REPORT**

MONTHLY ACTIVITY REPORT
MONTH: _____, 20____

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

<u>FIELD TRIP RUNS HOURS</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>	
Trip: _____	\$	\$	\$	\$
Trip: _____	\$	\$	\$	\$
Trip: _____	\$	\$	\$	\$
Other:	\$	\$	\$	\$
TOTALS:	\$	\$	\$	\$

SAFETY AND TRAINING ACTIVITY:

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

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

Date Prepared: ____/____/____

Prepared by: _____

Title: _____

APPENDIX “C”

BOARD POLICIES

The District’s Board Policies are available at <https://www.neshaminy.org/domain/7>

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 _____, 2017.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3 of the Neshaminy School District transportation bid, dated December 7, 2017, 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 - #1

BID/RFP #19-13
December 7, 2017

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

CONTRACT PRICES

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE NESHAMINY SCHOOL DISTRICT, 2001 OLD LINCOLN HIGHWAY, 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.

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.

Below in the tables, you will see CDL and Non-CDL. For CDL, this would be the rate for a CDL driver to drive a bus for the route. Non-CDL would be the rate for a non-CDL driver to drive a van for the route, if the route calls for that rather than a bus.

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

2018-2019

HOME-TO-SCHOOL and SUMMER RATES – 2018-2019 [Given approximately 25% of runs; 23 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (7 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS — BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
HOME-TO-SCHOOL and SUMMER RATES – 2018-2019 [Given approximately 45% of runs; 41 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (6 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – 2018-2019 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

HOME-TO-SCHOOL and SUMMER RATES – 2018-2019 [Given 100% of runs; approximately 90 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

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

2019-2020

HOME-TO-SCHOOL and SUMMER RATES – 2019-2020 [Given approximately 25% of runs; 23 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (7 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS — BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
HOME-TO-SCHOOL and SUMMER RATES – 2019-2020 [Given approximately 45% of runs; 41 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (6 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – 2019-2020 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

HOME-TO-SCHOOL and SUMMER RATES – 2019-2020 [Given 100% of runs; approximately 90 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

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

2020-2021

HOME-TO-SCHOOL and SUMMER RATES – 2020-2021 [Given approximately 25% of runs; 21 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (7 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS — BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
HOME-TO-SCHOOL and SUMMER RATES – 2020-2021 [Given approximately 45% of runs; 40 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
Daily SUBSTITUTES for NSD Drivers (6 SUBS NEEDED)			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – 2020-2021 – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

HOME-TO-SCHOOL and SUMMER RATES – 2020-2021 [Given 100% of runs; approximately 90 runs]			
	DRIVING RATE/HR	WAITING RATE/HR	EXCESS PER QUARTER HOUR RATE
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – DURING SCHOOL DAY			
	DRIVING RATE PER HOUR	WAITING RATE PER HOUR	
CDL			
NON-CDL			
FIELD AND SPORTS TRIPS – BEFORE AM OR AFTER PM OR NON-SCHOOL DAYS			
	DRIVING RATE/HR	WAITING RATE/HR	
CDL			
NON-CDL			

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: \$ _____ (2018-2019)

Annual Charge: \$ _____ (2019-2020)

Annual Charge: \$ _____ (2020-2021)

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: _____ %

OUT-OF-DISTRICT and IN-DISTRICT SPECIAL EDUCATION/SPECIALIZED 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, in-District, Special Education/Specialized services 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. 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.

Very truly yours,

Signature: _____

Authorized Name: _____

Title: _____

Company: _____

STUDENT TRANSPORTATION PROPOSAL

FORM OF PROPOSAL - #2

BID/RFP #19-13
December 7, 2017

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

**CONTRACT PRICES –
SPECIAL
EDUCATION/SPECIALIZED
SERVICES ONLY**

HAVING CAREFULLY EXAMINED THE WITHIN SPECIFICATIONS FOR FURNISHING THE TRANSPORTATION SERVICE FOR THE NESHAMINY SCHOOL DISTRICT, 2001 OLD LINCOLN HIGHWAY, 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.

Note: Services are currently being provided by the Intermediate Unit. The District is soliciting prices to provide some or all of these services as a separate contract should the District decide not to outsource the Home-to-School services.

Below in the tables, you will see CDL and Non-CDL. For CDL, this would be the rate for a CDL driver to drive a bus for the route. Non-CDL would be the rate for a non-CDL driver to drive a van for the route, if the route calls for that rather than a bus.

SPECIAL EDUCATION/SPECIALIZED SERVICES, OUT-OF-DISTRICT SERVICES ONLY:

2018-2019

SPED SERVICES – 2018-2019				
	3 HOUR (Rate Per Hour)	4 HOUR (Rate Per Hour)	5 HOUR (Rate Per Hour)	EXCESS ¼ HOUR RATE
CDL				
NON-CDL				

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

2019-2020

SPED SERVICES – 2019-2020				
	3 HOUR (Rate Per Hour)	4 HOUR (Rate Per Hour)	5 HOUR (Rate Per Hour)	EXCESS ¼ HOUR RATE
CDL				
NON-CDL				

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

2020-2021

SPED SERVICES – 2020-2021				
	3 HOUR (Rate Per Hour)	4 HOUR (Rate Per Hour)	5 HOUR (Rate Per Hour)	EXCESS ¼ HOUR RATE
CDL				
NON-CDL				

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: \$ _____ (2018-2019)
Annual Charge: \$ _____ (2019-2020)
Annual Charge: \$ _____ (2020-2021)

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: _____%

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. 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.

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 any 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 _____, 2017.

Notary Public

NESHAMINY SCHOOL DISTRICT

2001 Old Lincoln Highway
Langhorne, PA 19047

CONTRACT: Student Transportation - Drivers

PROPOSAL DATE: December 12, 2017

NON-PROPOSER'S RESPONSE

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

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

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

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

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

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Address

Fax Number

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 he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

ELAPSED HOURS PER DAY

	Job Title	Hours per Day
1	NSD BUS DRIVER	6.50
2	NSD BUS DRIVER	5.75
3	NSD BUS DRIVER	6.50
4	NSD BUS DRIVER	6.25
5	NSD BUS DRIVER	8.00
6	NSD BUS DRIVER	8.00
7	NSD BUS DRIVER	8.00
8	NSD BUS DRIVER	8.00
9	NSD BUS DRIVER	6.50
10	NSD BUS DRIVER	8.00
11	NSD BUS DRIVER	6.25
12	NSD BUS DRIVER	6.00
13	NSD BUS DRIVER	6.50
14	NSD BUS DRIVER	6.00
15	NSD BUS DRIVER	8.00
16	NSD BUS DRIVER	8.00
17	NSD BUS DRIVER	6.50
18	NSD BUS DRIVER	6.75
19	NSD BUS DRIVER	6.00
20	NSD BUS DRIVER	6.50
21	NSD BUS DRIVER	7.50
22	NSD BUS DRIVER	8.00
23	NSD BUS DRIVER	6.50
24	NSD BUS DRIVER	6.25
25	NSD BUS DRIVER	8.00
26	NSD BUS DRIVER	6.75
27	NSD BUS DRIVER	6.00
28	NSD BUS DRIVER	6.50
29	NSD BUS DRIVER	6.50
30	NSD BUS DRIVER	6.50
31	NSD BUS DRIVER	6.00
32	NSD BUS DRIVER	8.00
33	NSD BUS DRIVER	6.50
34	NSD BUS DRIVER	8.00
35	NSD BUS DRIVER	8.00
36	NSD BUS DRIVER	6.00
37	NSD BUS DRIVER	6.75
38	NSD BUS DRIVER	8.00
39	NSD BUS DRIVER	8.00
40	NSD BUS DRIVER	6.50
41	NSD BUS DRIVER	7.00
42	NSD BUS DRIVER	8.00
43	NSD BUS DRIVER	6.00

44	NSD BUS DRIVER	6.50
45	NSD BUS DRIVER	8.00
46	NSD BUS DRIVER	8.00
47	NSD BUS DRIVER	8.00
48	NSD BUS DRIVER	6.25
49	NSD BUS DRIVER	6.00
50	NSD BUS DRIVER	6.50
51	NSD BUS DRIVER	5.75
52	NSD BUS DRIVER	5.50
53	NSD BUS DRIVER	5.50
54	NSD BUS DRIVER	5.75
55	NSD BUS DRIVER	5.50
56	NSD BUS DRIVER	5.75
57	NSD BUS DRIVER	5.75
58	NSD BUS DRIVER	5.75
59	NSD BUS DRIVER	5.75
60	NSD BUS DRIVER	5.00
61	NSD BUS DRIVER	5.50
62	NSD BUS DRIVER	5.25
63	NSD BUS DRIVER	3.50
64	NSD BUS DRIVER	5.50
65	NSD BUS DRIVER	5.75
66	NSD BUS DRIVER	5.75
67	NSD BUS DRIVER	5.00
68	NSD BUS DRIVER	5.75
69	NSD BUS DRIVER	5.25
1	Contracted Bus Driver	5.25
2	Contracted Bus Driver	6.00
3	Contracted Bus Driver	5.75
4	Contracted Bus Driver	6.50
5	Contracted Bus Driver	6.25
6	Contracted Bus Driver	5.75
7	Contracted Bus Driver	6.00
8	Contracted Bus Driver	5.25
9	Contracted Bus Driver	6.00
10	Contracted Bus Driver	4.50
11	Contracted Bus Driver	6.25
12	Contracted Bus Driver	6.00
13	Contracted Bus Driver	5.50
14	Contracted Bus Driver	5.50
15	Contracted Bus Driver	2.75
16	Contracted Bus Driver	5.00
17	Contracted Bus Driver	5.75
18	Contracted Bus Driver	5.25
19	Contracted Bus Driver	5.00
20	Contracted Bus Driver	5.25
21	Contracted Bus Driver	6.25