



**REQUEST FOR PROPOSAL  
FOR  
CONTRACTED SCHOOL BUS TRANSPORTATION**

**DUE BY MAY 31st, 2017**

Deliver or Mail to:  
Tracy L. Detwiler  
Business Manager  
Antietam School District  
100 Antietam Road  
Reading, PA 19606

**Antietam School District  
Request for Proposal**

The Board of School Directors of the Antietam School District hereby invites the submission of proposals for the following items:

**Contracted School Bus Transportation Services**

Proposals are due by May 31, 2017. The completed proposal form and non-collusion affidavit can be mailed, emailed, or faxed to:

Tracy Detwiler  
Business Manager  
100 Antietam Road  
Reading, PA 19606  
fax: 610-779-4424  
email: [tdetwiler@antietamsd.org](mailto:tdetwiler@antietamsd.org)

Please direct questions to Tracy Detwiler at 610-779-2606.

**Antietam School District  
Request for Proposal Form**

**Contracted School Bus Transportation Services**

We, the undersigned, have reviewed the specifications herein for the supply of the above listed item(s)/service(s). We propose to furnish and deliver all materials and accessories to complete the work, in accordance with the attached specifications and general conditions. We understand that the Antietam School District has the right to reject any and all proposals and to make awards on the basis of quality as well as price.

	<u>Year One</u>	<u>Year Two</u>	<u>Year Three</u>	<u>Year Four</u>	<u>Year Five</u>
Daily Run Rate	_____	_____	_____	_____	_____
Daily Athletic Rate*	_____	_____	_____	_____	_____
Daily Mini Bus Rate**	_____	_____	_____	_____	_____
Daily Van Rate**	_____	_____	_____	_____	_____
<u>Other Activities</u>					
Cost per mile	_____	_____	_____	_____	_____
Cost per hour	_____	_____	_____	_____	_____
Minimum # miles or hours	_____	_____	_____	_____	_____

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

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Address \_\_\_\_\_

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Authorized Signature \_\_\_\_\_ Printed Name \_\_\_\_\_ Title \_\_\_\_\_

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Telephone # \_\_\_\_\_ Fax # \_\_\_\_\_ Email Address \_\_\_\_\_

\*Athletics run to Exeter Twp Senior High - one-way  
\*\* If needed

**ANTIETAM SCHOOL DISTRICT  
REQUEST FOR PROPOSAL  
TRANSPORTATION CONTRACT SPECIFICATIONS**

**STATEMENT OF PURPOSE**

Transportation of School District (*District*) school children is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. The children's interest in transportation takes precedence over the interest of either the bidder and its drivers or the Board. The primary obligation of the bidder is to operate its affairs so the Board will be assured of continuous reliable service. For the protection of our children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board places and the bidder accepts full responsibility of assuring such qualities in personnel. Therefore all required security clearances and background checks must be satisfactorily completed in accordance with law.

Under the proposed service agreement, the *Contractor* will be responsible for all aspects of the proposed pupil transportation service subject to the approval of the *District*. As such, the *Contractor* must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal and accepting a contract, the *Contractor* represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. The *Contractor* shall comply with all School District policies including, but not limited to, those on transportation. (Schedule C).

## SPECIFICATIONS

### **A. INTRODUCTION**

It shall be the intention of the *District* to contract for the transportation of elementary (Kindergarten through sixth grade) public school students on each school day as established by the school calendar. The *Contractor* will be responsible for providing, managing, and furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned co-curriculars and field trips.

### **B. TERM**

The contract will be awarded for a three to five year term. The *Contractor* shall include pricing for all of the years requested, with the *District* determining the final length of the contract. The contract will commence on July 1, 2017. The *District* retains the option to extend the contract for additional years.

The transportation provided shall be performed in compliance with the terms and conditions of this Agreement and its attached Schedules and shall commence on the first day of classes as stipulated by the School Board and shall run for a period of 180 school days for each of the school years of the contract. Should the *District* extend the school year beyond 180 days, additional days will be charged at 180th of the current contract.

### **C. GENERAL CONDITIONS**

The *District* shall exercise sole judgment for the routes and schedules to be maintained by the *Contractor*.

The *District* is to be the sole judge as to whether the contract is being carried out with expedition and diligence, and whether the work is being done effectively and efficiently.

The *Contractor* agrees to furnish such reports as may be required by the *District* or Pennsylvania Department of Education.

The *Contractor* will furnish vehicles that conform to all applicable standards for school transportation vehicles to include the Bureau of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission, and Mass Transit Authorities as applicable to school buses. All school buses and other vehicles transporting students must undergo a semi-annual safety inspection as required by the Pennsylvania Vehicle Code. All vehicles must meet the current minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police. All vehicles must conform to the minimum standards of the laws of the Commonwealth, and will, at all times, be in good mechanical and sanitary condition.

No person other than eligible *District* students may be transported in a school vehicle except school representatives or riders approved by the *District*.

School vehicles shall not be loaded beyond the seating capacity as set forth in minimum standards. All other vehicles transporting school children under contract shall provide adequate seating for each student with no standing permitted. The *Contractor* will provide all special seating or car seats, if required.

If the *Contractor* fails to provide any of the transportation services required under the provisions of this contract, the *Contractor* shall not be paid for those days on which it fails to provide transportation services. If the *District* obtains such transportation services elsewhere, the *Contractor* shall be liable to the *District* for an amount equal to the cost to obtain transportation services above the contractual rate in effect between *Contractor* and *District*. In addition to any other amounts payable, the *District* may impose a noncompliance fee equivalent to the *Contractor's* daily rate for the year to cover additional administrative costs to the *District* if the *Contractor* fails to provide transportation services.

#### **D. FAMILIARIZATION**

The *Contractor* is required to examine the announcement, specifications, general instruction, exhibits and other contract documents and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work.

#### **E. MANAGEMENT OF EMPLOYEES**

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

#### **F. SUPERVISION**

The *Contractor* will provide a qualified supervisor and staff of employees. The *District* must approve the supervisor. The *Contractor's* supervisor shall cooperate fully with the *District's* Transportation Coordinator and Business Manager to ensure a safe and efficient transportation system.

- a. The supervisor will be trained and experienced in the supervision of bus and van drivers, and will be provided with all of the necessary supplies and equipment to perform the expected duties by the *Contractor*.
- b. The supervisor will provide daily, direct supervision and control of drivers and schedules whenever and wherever necessary (school grounds, bus stops, emergencies, etc.)

The *Contractor* will agree to make the supervisor and staff available to the *District* for community related inquiries upon request and notice of the *District*.

The *Contractor* agrees to furnish such reports as may be required and at the times designated by the Board or its designated representative. The *Contractor* agrees to provide the Transportation Department with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to valid school bus driver licenses, physical examination cards, and criminal background checks.

The *Contractor* is responsible for the behavior and actions of its employees, particularly with regard to adherence to the transportation policies and regulations of the *District*. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the *Contractor* who employs the driver. Such violations of policies and/or regulations may, at the option of the Board, operate as cause for the termination of a contract for the transportation of school pupils.

The *Contractor* agrees to obtain directions to destinations for field trips and athletic trips at least 24 hours before the scheduled departure. Last minute contacts with the Transportation Department seeking directions are unacceptable and will be limited to trips rescheduled due to the *District's* request.

The *Contractor* shall supervise and direct the execution of the contract with the best possible skills and attention, and shall be solely responsible for the means, methods, and procedures for the successful and safe transportation of the students.

The *Contractor* will work with the District Transportation Coordinator in determining schedules and stops for all students (public, non-public, special needs, etc.), keep all schedules up to date, and report any changes to *District*.

The *Contractor* will report to, and work to resolve with, the appropriate school personnel all operation issues, i.e. emergencies, student discipline, complaints, etc.

## **G. DRIVERS**

Drivers are subject to the direction and control of the *Contractor* in the performance of their duties and will be employees of the *Contractor*.

Every school bus driver provided by the *Contractor* shall meet all regulations presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.

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

Drivers will have physical examinations provided at the expense of the driver or *Contractor*.

The *Contractor* agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the *District* before the start of each school year under the contract and prior to the start of service by new drivers. Additionally, the *Contractor* agrees to furnish Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance, Act 114 (FBI Fingerprint Report), Act 126 Safe Schools Training, and Commonwealth of Pennsylvania Sexual Misconduct Disclosure Release Act 168 of 2014 clearances to the *District* for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students. The *Contractor* is

obligated to comply with the provisions of the Child Protective Services Laws (CPSL) and School Code with its drivers and other employees.

Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the *District* that the rate of driver turnover be minimal.

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

The *Contractor* will comply with a request by the school district to remove any school bus driver, who, in the *District's* opinion, is not qualified to operate a school bus or cannot properly control students. The *Contractor* agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania and the Equal Employment Opportunity Commission.

Annual mandatory random drug testing is required at the expense of the *Contractor*, as specified by state and federal laws. *Contractor* is responsible to comply with all federal laws, state laws, and local laws, and *District* policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation service for the *District*.

The *Contractor* must hold at least two in-services per year addressing safety issues. Additionally, all drivers will participate in two emergency evacuation drills of buses conducted by the *District*, the first to be conducted during the first week of the school term and the second during the month of March, and additional drills at such other times as the chief school administrator may require in accordance with the Pennsylvania School Code. The *Contractor* will provide drivers with prior training and instruction on participating in these drills.

It is encouraged that all drivers be trained in first aid and CPR.

When requested, all drivers must attend orientation meeting scheduled by the *District*.

The *District* has the right to review the records of and accept or reject any driver or prospective driver proposed to perform the work pursuant to this contract. A decision to reject a driver will not be deemed to be a decision to discharge the driver from employment with the *Contractor*, but will only be a decision to preclude a driver from driving a route with the *District*. All drivers, prior to driving a school bus or van for the *District*, must be approved by the *District* School Board.

## **H. VEHICLES PROVIDED**

The *Contractor* shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, and shall be in good mechanical and sanitary condition.



Vehicles must be provided to meet the needs of the *District*. It is understood that during the term of this contract, rescheduling and rerouting of runs may result in the addition or a reduction in these numbers in order to meet the *District's* current needs. The charges for these services will be adjusted accordingly.

All buses assigned to regular daily routes by the bidder pursuant to the contract shall have a chassis no older than six (6) years with the average age of the fleet not to exceed four (4) years. The *District* prefers that two thirds of the buses be in the one-three year age category, if possible. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than five (5) years from the date of manufacture. Buses older than seven (7) years may be retained for use as spare buses, if designated by as such at the start of the school year. Daily use of spare buses will be kept to a minimum and the *District* notified in writing when this occurs.

The *Contractor* is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident damaged vehicles. The *Contractor* will also supply a reasonable number of additional buses to provide for special services, such as athletic trips and co-curricular trips. The age of these buses may not be greater than twelve (12) years old. Appropriate bus number must be displayed on replacement buses.

Contracted buses may be gasoline or diesel.

All contracted buses are to be national school bus yellow, labeled in the front and rear of the vehicle with the words "School Bus" showing on the outside in accordance with the Pennsylvania Department of Transportation regulations and other applicable laws and regulations, and are to be numbered according to *District* choice, with black decals/paint, characters to be 5" in height, visible by placement on the left front corner, right front corner, and on the rear of the bus. Numbers must correspond with those listed on the *District's* PDE report for transportation services. Inside signage must also be provided by the *Contractor* as required to satisfy the requirements of the law.

Buses must be equipped with a front-crossing control arm and a side-stop signal arm that are automatically activated whenever a bus stops with red visual signals in use in accordance with the Pennsylvania Vehicle Code.

All buses shall be equipped by the *Contractor* with an operating two-way radio, with base units provided at *District* location(s). The two-way radio shall be maintained at the expense of the *Contractor*. Any two-way radio that is not operating properly shall be repaired or replaced within two (2) working days. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract.

All buses shall also be equipped with camera mounts (make and model approved by *District*) and must be provided and maintained by the *Contractor*. The *Contractor* shall also have enough cameras to outfit at least twenty-five (25) percent of the *District's* bus fleet to be installed at the request of the *District*.

The *Contractor* agrees to provide vehicle maintenance on all buses and vans utilized under the contract at its own cost.

The *Contractor* shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month, September through June. The *Contractor* shall also perform daily pre-trip inspections

and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no conditions may an unsafe bus be used to transport students. The *Contractor* will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the *District* when requested.

The *District* retains the right to inspect the school buses and all other vehicles to insure safety compliance.

It is understood and agreed to by both parties that the *Contractor* when engaged in one or two hour delays for the start of classes will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running, within the confines of the idling law, so the alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, contractors will do short test runs to be sure that their vehicles can complete their routes.

The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in a minimum standards of the Bureau of Traffic Safety, Penn DOT, as promulgated from the Vehicle Code, or a reasonable speed for road conditions.

The successful *Contractor* will be required to provide buses and drivers to any or all municipalities of the *District* in the event of a community evacuation.

Buses provided by the *Contractor* must be parked or housed within ten (10) miles of the *District's* middle-senior high school facility.

*Contractor* must provide description (Manufacturer's No., Bus Chassis, Year of Manufacture, Approved Seating Capacity, etc.) of the vehicles that will be used at the start of each school year during the term of the contract.

## **I. FUEL**

The successful bidder(s) shall purchase all necessary motor fuels for the performance of the contract(s).

## **J. SAFETY PRECAUTIONS**

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

1. All traffic regulations must be observed at all times.
2. Each driver is expected to remain with the bus at all times whether at a school building or on the route.
3. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles.
4. Each driver shall use all care to guard the children, prevent overcrowding and maintain order in his/her bus at all times. Any child refusing to obey the driver shall be reported on the bus conduct forms provided by the *District*.

5. All children riding on the buses must be carried to their designated stops.
6. No school bus shall be loaded beyond the seating capacity as set forth in a minimum standard as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract shall provide adequate seating for each student, with no standees permitted.
7. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. *Contractor* will enforce *District* policies including the requirement that there is no smoking allowed at any time on school buses used in the *District*.
8. In the event the *District* would institute any additional safety standards for the transportation of students, the successful *Contractor* agrees to install and/or implement such safety enhancements. Any additional costs will be the responsibility of the *District*.
9. In the event the Commonwealth would institute any additional safety standards for the transportation of students, the successful *Contractor* agrees to install and/or implement such safety enhancements. Any additional costs will be the responsibility of the *Contractor*.

## **K. BUS ROUTES**

Bus routes and bus stops shall be prepared and approved by *District* and may be modified at the sole discretion of the *District*. The *Contractor* shall not deviate from the designated route or stops except by prior written consent of the *District* or in an emergency. In the case of an emergency, any deviation shall be reported promptly to the transportation office of the *District*.

Schedule A lists the routes which will serve this *District* in 2017-2018. The *District* currently operates with one contracted bus that transports elementary students on two runs in the morning and evening.

An operating time schedule shall be provided by the *District*. This schedule shall designate the time and place of all bus stops, both morning and evening, and shall be carried in the bus and posted at the school. The time schedule may be modified by the *District* as occasion demands but only after due notice has been given to parents and operator. In addition, student rosters will be provided prior to the first day of the school year.

The *District* reserves the right to revise any and all routes to suit the education program at any time, and such revision shall be deemed an ordinary part of the contract. The *District* further reserves the right to add or delete bus routes and the right to negotiate revised prices based on the number of routes added or deleted.

Any special additional runs 50 miles or less one way will be at the daily run rate. Anything over 50 miles one way will be at a negotiated price. In the event a negotiated price cannot be reached, the *District* has the right to contract with another vendor.

Field trips, athletic trips, extra-curricular and other similar types of trips are to be charged at an hourly rate and per mile rate. In addition, the *District* currently has a cooperative agreement with the Exeter School District which allows our student athletes to participate in their athletic program. At this time, during the fall and spring seasons, transportation is needed daily to the Exeter High School for these students.

## **L. PUPIL SUPERVISION**

The *District* delegates to the *Contractor* the necessary authority to supervise and control students on buses and vans in accordance with *District* rules. Authorization shall not include corporal punishment, nor the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the transportation coordinator, building administrator, or designee(s).

Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the *District*. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania, to proceed until after each child who may have alighted there from shall have reached a place of safety.

No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Superintendent or his designee. Nothing except passengers and their belonging shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

## **M. SPECIAL NEEDS STUDENTS**

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

## **N. RIGHT TO CONTRACT WITH OTHERS**

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

## **O. SCHOOL CANCELLATION OR DELAYED START OF SCHOOL**

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

## **P. REGULATIONS AND COMPLIANCE**

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

## **Q. INDEPENDENT CONTRACTOR**

The relationship of the *Contractor* with the *District* is as an independent contractor. It is

understood that the *Contractor* and its individual employees who will be performing the work pursuant to this contract are not employees of the *District* and are not entitled to the benefits provided by the *District* to its employees, including but not limited to group insurance, state pension plan enrollment, vacation, leaves of absence, workers' compensation insurance, or unemployment compensation insurance.

#### **R. NON-TRANSFERABLE CONTRACT**

The contract shall not be transferred or assigned without the prior approval of the board and the written consent of the *District*.

#### **S. PAYMENT**

The *District* agrees to pay the *Contractor* on a monthly basis based on actual services provided. Billing shall be on a monthly basis and any accumulated billing not deemed monthly billing must be submitted by the 25th of June of that school year. Accumulated bills not submitted by that date shall be paid at the discretion of the *District*. (Schedule B)

#### **T. INSURANCE**

The *Contractor* agrees that, prior to the effective date of the contract, the *Contractor* will file with the *District* evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania. This policy shall be in effect for the duration of the contract in amounts not less than the amounts listed in Schedule D.

The *Contractor* will, at his expense, prior to the effective date of the contract, provide the *District* with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle in an amount not less than the amount as evidenced on the standard ACCORD Certificate of Insurance as per Schedule E. The Certificate of Insurance should indicate that the *District* and its Board of Directors are additionally named insured on the policy that provided business automobile liability to the *Contractor*. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract.

These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the *District*.

Workers' Compensation insurance will be required on all employees of the *Contractor* who will be involved in any aspect of the operations contemplated by the contract with the *District*. Insurance coverage shall be issued by a company licensed to insure in Pennsylvania.

The certificate of insurance on the liability and workers compensation naming the *District* and its Board of Directors as additional insureds must be forwarded to the *District* prior to the commencement of all contracts.

Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the *Contractor* on *District* business, so as to handle potential problems on a timely basis in the best interest of both parties.

## **U. INDEMNIFICATION**

In addition to the insurance requirements included as part of the specifications, “The *Contractor* shall also defend, indemnify and hold harmless the *District* from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the *Contractor*, its agents or employees, in the performance of the contract and further agrees to indemnify the *District* against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the *District* representatives with respect to the performance of the contract.”

## **V. FORFEITURE**

If the *Contractor* fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, co-curricular trips, and additional routes, the *District* may cancel the contract without prior notice and procure services elsewhere. The *District* may in its sole discretion offset subsequent payments; call for the forfeiture of the 20% Letter of credit; and other surety instruments and/or collateral.

If the *Contractor* fails to perform satisfactorily any of the transportation services required under the provisions of proposal and contract, the *Contractor* shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the *District* be able to obtain such transportation services elsewhere, the *Contractor* shall additionally be liable and, upon submission of an invoice by the *District*, pay to the *District* the additional cost to the *District* in obtaining the transportation services above the contractual rate in effect between the *Contractor* and the Board of School Directors. In the event the *District* should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the *District*, the *Contractor* shall pay to the *District*, in addition to any other accounts payable hereunder, additional administrative costs to the *District* in the amount of two hundred dollars (\$200.00) per day to be deducted from the next payment to the *Contractor*.

## **W. NON-DISCRIMINATION PROVISION**

The *Contractor* agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the *Contractor* hires in connection with all work performed on behalf of the *District*. The *Contractor* will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. The *Contractor* will supply all compliance reports required by the Pennsylvania Human Relations Commission. Failure to comply with all requirements of the Governor’s Code of Fair Practice (June 6, 1983) and the regulations of the Pennsylvania Human Relations Commission shall constitute a substantial breach of this contract and reason for termination upon written notice to the *Contractor*.

## **X. RIGHT TO MONEY**

The School Board believes and represents to *Contractors* that it has the right to enter a contract for transportation services. Nevertheless, in the event that right is challenged, the

Board reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the *District*. In the event such modifications are unacceptable to the *Contractor*, such *Contractor* shall be released from any obligation to the *District*. The Board shall consider all matters arising out of this contract not specifically provided for therein.

#### **Y. AWARD**

The School Board will not be required to make an award based on the best qualified bidder and reserves the right to reject any and all proposals and/or modify the terms of the proposals to protect the interest of the *District*. In the event such modifications are unacceptable to the *Contractor*, they shall be released from any obligation to the *District*. The Board shall consider all matters arising out of this contract not specifically provided for therein.

#### **Z. NON – COLLUSION**

The *Contractor* must execute a notarized non-collusion affidavit and include this affidavit with their official Request for Proposal submission. A copy of the non-collusion affidavit to be executed is included in this packet.

#### **AA. DEFAULT AND REMEDIES**

Upon the occurrence of an event or default of any term of the Agreement, the non-breaching party shall be entitled to exercise any or all remedies available at law, in equity or otherwise, each such remedy being considered cumulative. No single exercise of a remedy shall be deemed an election to forgo any other remedy, and any failure to pursue a remedy shall not prevent, restrict, or otherwise modify its exercise subsequently.

## SCHEDULE A

### Antietam School District Transportation Runs

<u>Run #</u>	<u>Times</u>	<u># of Students</u>	<u>Miles w/ Students</u>	<u>Miles w/o Students</u>
1	7:12am – 7:48am	53	10.0	7.0
2	8:10am – 8:26am	72	2.0	4.0
1	3:00pm – 3:20pm	72	2.0	4.0
2	3:30pm – 4:05pm	53	8.0	12.0
		Total	22.0	27.0

### Athletic Program to Exeter High School

Daily during Fall and Spring Sports Season

2:30pm – 3:00pm          varies          3.3



## **SCHEDULE B**

### **Payment Schedule for Transportation Contractors**

1. Contractors will be required to furnish invoices for regular transportation for the month of August through June of each contract year to be paid at the *District's* regularly scheduled board meetings.
2. Bills for other student transportation services (non-public, summer transportation, athletics, field trips, activities, etc.) must be billed separately by individual service and are to be submitted based on actual costs incurred in order to be paid at the *District's* regularly scheduled board meeting.
3. All payments will be made after approval by the Board of School Directors of the District.

## **SCHEDULE C**

District Policy 222:	Pupils - Tobacco Use
District Policy 323:	Employees - Tobacco Use
District Policy 810:	Transportation
District Policy 810.1B:	Drug/Alcohol Testing – Covered Drivers
District Policy 810.2:	Transportation – Audio/Video Monitors

## **SCHEDULE D**

1. General Liability and Comprehensive Automotive Liability in effect for the duration of the contract:
  - a. \$1,000,000 – each person, bodily injury
  - b. \$2,000,000 – aggregate, for each accident, bodily injury
  - c. \$1,000,000 – property damage
  - d. \$5,000,000 – umbrella coverage

**Antietam School District**  
100 Antietam Road  
Reading, PA 19606

**Non-Collusion Affidavit**

**Instructions:**

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act, 73 P.S. 1611 et sec., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition, and the making of false SWORN statement in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry, as necessary, of all other persons employed by or associated with the bidder with responsibilities for the associated approval or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "Complementary Bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process, and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or non-competitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions may result in disqualification of the bid.

**Non-Collusion Affidavit**

For Bid for

State of \_\_\_\_\_ County of \_\_\_\_\_

I state that I am \_\_\_\_\_ of \_\_\_\_\_  
(Title) (Name of my Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its Owners, Directors, and Officers. I am the person responsible in my firm for price(s) and the amount of this bid.

**I state that:**

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or non-competitive bid or other form of competitive bid.

**Non-Collusion Affidavit (con't.)**

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, directors, and employees are not currently under  
(name of my firm)  
investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal Law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ understands and acknowledges that the above representations are material and

(name of my firm)

important, and will be relied on by Antietam School District in awarding the contract for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Antietam School District of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name)

and

\_\_\_\_\_  
(Company Position)

SWORN TO AND SUBSCRIBED

BEFORE ME THIS \_\_\_\_\_ DAY

OF \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
My Commission Expires