

HIGHLANDS SCHOOL DISTRICT

REQUEST FOR PROPOSAL

The Highlands School District invites qualified vendors to submit proposals for:

CONTRACTED SCHOOL BUS TRANSPORTATION

MANDATORY PRE-BID MEETING

All interested vendors must attend a mandatory meeting at which time HSD personnel will be available to answer questions regarding the proposal. The meeting is scheduled for **Tuesday, March 12, 2019, at 10:00 a.m.** at the Administration Center, 1500 Pacific Avenue, Natrona Heights, 15065.

SUBMISSION OF PROPOSALS

The vendor shall submit two (2) signed copies (1 original, 1 photocopy) of the completed proposal in a sealed envelope clearly marked “TRANSPORTATION RFP”.

Proposals are due by 11:00 a.m. – Monday, March 25, 2019

Mail or deliver proposal to the following address:

**Superintendent
Highlands School District
1500 Pacific Avenue
Natrona Heights, PA 15065**

TENTATIVE TIME SCHEDULE

Pre-bid Meeting: March 12, 2019, 10:00 a.m.

Proposals Due: March 25, 2019, 11:00 a.m.

Conduct Interviews with vendors, if necessary: April 4 through April 8, 2019

Board Award of Contract(s): April 22, 2019

HIGHLANDS SCHOOL DISTRICT

PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

**Superintendent
Highlands School District**

The undersigned hereby proposes to furnish school bus transportation for the Highlands School District as per the prices quoted on the attached proposal pages. The undersigned certifies to have read and fully understand the specifications and offer to furnish the services in exact accordance with the specifications and at the prices quoted.

NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

CONTACT: _____

PHONE: _____

HIGHLANDS SCHOOL DISTRICT

PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

Notes:

- (a) Contractors are encouraged to use State Formula ("SF") pricing or indicate SF +/- %
- (b) Contractors must note if there is a minimum daily charge.

	YEAR 1 (2019-2020)	YEAR 2 (2020-2021)	YEAR 3 (2021-2022)
<u>COST TO DUPLICATE EXISTING PROGRAM (SCHEDULE A)</u>			
DAILY RATE	\$ _____	\$ _____	\$ _____
<u>COST TO TRANSPORT ONLY REIMBURSABLE STUDENTS (SCHEDULE B)</u>			
DAILY RATE	\$ _____	\$ _____	\$ _____
<u>COST TO ADD (SUBTRACT) BUS FROM PROGRAM</u>			
DAILY RATE	\$ _____	\$ _____	\$ _____
<u>COST TO ADD (SUBTRACT) VAN FROM PROGRAM</u>			
DAILY RATE	\$ _____	\$ _____	\$ _____
<u>COST TO ADD (SUBTRACT) WHEELCHAIR ACCESSIBLE VEHICLE</u>			
DAILY RATE	\$ _____	\$ _____	\$ _____

**COST FOR
Bus/Van Aide**

HOURLY RATE \$ _____ \$ _____ \$ _____

FIELD TRIP COST \$ _____ \$ _____ \$ _____
(PER MILE/PER
HOUR) \$ _____ \$ _____ \$ _____

HIGHLANDS SCHOOL DISTRICT

REQUEST FOR PROPOSAL

CONTRACTED SCHOOL BUS TRANSPORTATION

SCOPE

The Highlands School District transports approximately 2,234 students. Our primary goal is the safe transportation of students to and from school. Bus routes are always planned to achieve maximum safety of operation with maximum economy within the limitations of rules and regulations governing transportation. Transportation services must also be efficient and cost effective. Bus routes will not be extended or stops scheduled unless an eligible pupil (grades K-12) would otherwise be required to walk in excess. Exceptions are cul-de-sacs, non-through streets and private property. (This provision shall be used to reduce excessive time and miles traveled whenever possible and practical). In establishing bus schedules, the objective is to arrange for buses to arrive at school no later than ten (10) minutes before the scheduled beginning of classes. When taking students home our buses pick-up at multiple schools and actual departure from the last school serviced may be as much as 20 minutes beyond the end of class. All pertinent rules and regulations of the State of Pennsylvania and its agencies are followed in planning routes, determining stops, etc.

Every student needing busing is required to submit a completed Student Busing Request Form each year.

Safety of routes/stops:

1. State laws related to school bus transportation must be met.
2. Students are not scheduled to cross main roads or railroad tracks to reach their bus stop
3. For safe pick-up and drop-off, students need to have a consistent, established schedule for both AM and PM locations. Pick-up and drop-off locations may be different, but they need to be consistent and regular. For example, students with split families (2 households) can have one AM location and one PM location for each household. A daycare stop can be included in a student's regular schedule.
4. Students will not be allowed to change routes for parties, going home with other students, meetings, appointments or any other short term event. **Calls and notes regarding these changes are not accepted.**
5. Bus stops will be permanent whenever practical, allowing the public to become familiar with stop locations.

Transporting Instruments and other objects

- The school bus is not to be used for transporting freight, goods or merchandise other than which is carried on the laps of individual passengers.
- Music instruments have to be able to be carried in the laps of passengers.
- Perfumed items such as hair, body sprays (including pumps and/or aerosols), fingernail polish, etc., may be carried but not used inside the bus.
- **NOT PERMITTED ON SCHOOL BUSES:** animals, insects, hazardous materials (knives, guns, flammable solutions), skateboards, skis, ski poles, fishing gear, hockey sticks, lacrosse sticks, color guard flags, baseball bats, golf clubs, golf bags, sleds, balloons, oversized school projects.

Bus Stops in subdivisions and densely populated areas

Buses may not go into all subdivisions for student loading and unloading. If we granted all of the many requests for additional bus stops in subdivisions, it would have an enormous effect on the bus schedule and your student's time on the bus. Therefore, additional stops are normally not provided even though the bus drives past your home.

Parent's Responsibility

- Parents/Guardians are responsible for selecting their children's walking routes to and from bus stops, schools and home.
- Parents/Guardians are responsible for providing supervision that is appropriate to the student's age, maturity and conditions that exist on the walk route.
- Make sure you know your children's bus number and location of stop.
- Review the **bus rules** with your children.

Walk route safety concerns should be directed to the association or law enforcement agency responsible for the specific location/area.

STATEMENT OF PURPOSE

The transportation of students 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 contractor and its drivers or the HSD. The primary obligation of the contractor is to operate its affairs so that the HSD 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 HSD places and the contractor 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 pupil transportation service subject to the approval of the HSD. As such, the contractor must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal and accepting a contract, the contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

GENERAL SPECIFICATIONS FOR STUDENT TRANSPORTATION

1) FAMILIARIZATION

Each contractor is required to examine the entire proposal, including the specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work.

2) OFFICE SPACE AND TERMINAL FACILITIES

The contractor is required to provide an office and a terminal facility within the HSD boundaries, unless otherwise previously approved by the HSD.

3) MANAGEMENT OF EMPLOYEES

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

4) SUPERVISION

- a) The contractor will provide a qualified supervisor and staff of employees. The supervisor will be trained and experienced in the supervision of school bus and van drivers. The contractor's supervisor shall cooperate fully with the HSD Director of Transportation and Superintendent to ensure a safe and efficient transportation system.
- b) Contractor will agree to make the supervisor and staff available to the HSD for community and parent related inquiries upon request and notice of the HSD.
- c) The contractor agrees to furnish such reports as may be required and at the times designated by the HSD or its designated representative. The Contractor agrees to provide the Director of Transportation 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.

- d) School transportation contractors are responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the HSD. 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 HSD, operate as cause for the termination of a contract for the transportation of school pupils.
- e) The contractor agrees to obtain directions to destinations for all trips at least 24 hours before the scheduled departure. Last minute contacts with the Transportation Office seeking directions are unacceptable.

5) **DRIVERS**

It shall be the intention of the HSD to contract for the transportation of public, parochial, private, charter and special needs school students on each school day as established by their respective calendars. The contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis.

- a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.
- b) Drivers will have physical examinations provided at the expense of the driver or contractor.
- c) A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District approved company at the expense of the contractor. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the HSD.
- d) 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 HSD before the start of each school year under the contract or prior to the start of service by new drivers. Additionally, the contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances to the HSD for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.

- e) 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 HSD that the rate of driver turnover be minimal.
- f) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the HSD prior to being assigned by the contractor. The HSD retains the right to evaluate the drivers and all other personnel employed by the contractor for the performance of the contract by any and all reasonable means.
- g) The contractor will comply with a request by the HSD to remove any school bus driver who, in the HSD's opinion, is not qualified to operate a school bus or cannot properly control students.

6) LICENSES

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

7) VEHICLES PROVIDED

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school mini-vans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- b) 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/ band trips and field trips.
- c) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.
- d) The contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month - September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. 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 condition 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 HSD when requested.

- e) The HSD retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- f) All school buses assigned to regular daily routes by the bidder pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed five (5) years at any time. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than ten (10) years from the date of manufacture. Use of spare buses will be kept to a minimum and the HSD will be notified in writing when this occurs.
- g) 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 so that 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.

8) **SAFETY PRECAUTIONS**

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

- a) All traffic regulations must be observed at all times.
- b) Each driver is expected to remain with the bus at all times whether at a school building or on the route.
- c) The speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times.
- d) Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus conduct forms provided by the HSD and/or sending school district.
- e) All children riding on the buses must be transported to their designated stops.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- g) There shall be no eating (food and/ or drinks) in any of the vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce HSD or sending school district

policies including the requirement that there is no smoking allowed at any time on school buses used in the HSD.

- h) In the event the HSD 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 HSD.

9) FUEL

- a) The Contractor and HSD will share the cost of fuel needed for the performance of the contract. HSD will acquire all fuel through government joint purchasing methods, such as the AIU. The cost sharing of fuel will be allocated to HSD at a fixed price per gallon of \$_____ with the remainder of the cost per gallon allocated to the Contractor. The contractor agrees to indemnify the HSD from all penalties resulting from the mishandling of fuel.

10) BUS ROUTES AND BUS STOPS

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the HSD prior to utilization.
- b) Bus routes and bus stops shall be prepared by HSD and may be modified at the sole discretion of the HSD. The contractor shall not deviate from the designated routes or stops except by prior written consent of the HSD or in an emergency.
- c) An operating time schedule for each building shall be provided by the HSD. The contractor shall use this information to create and designate the time and place of all bus stops, both morning and evening. These schedules shall be carried in the bus and provided to the schools. The time schedule may be modified by the HSD as the occasion demands, but only after due notice has been given to parents and contractor. In addition, finalized student rosters will be provided by the contractor to the HSD Transportation Office, and to all schools serviced, two (2) weeks prior to the first day of the school year.
- d) The HSD will be responsible for providing the communication of bus routes and schedules to all students and their families.
- e) In the case of an emergency, any deviation of established routes shall be reported promptly to the HSD transportation office.
- f) Schedule A provides information on the routes and the number of students that were scheduled in the HSD for 2018-19, (Base Price). The cost of additional bus runs or credit for deletions will be discussed between the contractor and the HSD based on the proposal and contract.

Contractors have the option to choose method of pricing, however are highly encouraged to provide “state formula” based pricing. The method of calculation is attached to this document.

Contractors are encouraged to provide cost per day for transporting only children located outside of the state reimbursed area, unless the students are counted due to hazardous route certification.

- g) Small and local operators are encouraged to participate. The HSD consider proposals from collaborating contractors that “bundle” pricing.

h) EVALUTION CRITERIA (CONTRACTORS ARE ENCOURAGED TO ADDRESS EACH ITEM IN THEIR PROPOSAL

- i) PREVIOUS EXPERIENCE & SAFETY RECORD (20%)
- ii) MAINTENANCE OF VEHICLES (15%)
- iii) DRIVER TRAINING PROGRAM (10%)
- iv) DRIVER UNIFORM PROGRAM (5%)
- v) COST OF PROPOSAL (50%)

- i) Contractors must reimburse families for any or all personal belongings that are damaged as a result of accidents or vehicle maintenance.

11) TWO-WAY RADIOS

The successful bidder will agree to utilize and maintain its own two-way radio apparatus on all of its buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with said radios. The radio system will remain the property of the contractor and any licensing renewal fees will be paid by the contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The contractor will, at his expense, install and maintain base-station radio(s) to provide for direct communication between the buses and the contractor. One base-station radio will be provided to the HSD to be used as a means of traffic monitoring.

12) PUPIL SUPERVISION

- a) The HSD delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with HSD rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the student’s building administrator with a copy forwarded to the Transportation Office.
- b) The contractor will utilize video monitoring equipment as a means to supervise bus students and to augment the written student misconduct report.
- c) 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 HSD. 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 on the vehicle has been safely seated, or when exiting, has reached a place of safety.

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

13) VIDEO MONITORS

Contractors will provide and install a video recording device capable of receiving and recording audio and video from a video capturing device on each school bus under contract to the HSD. The recording devices should be inspected on a monthly basis with reports provided to the HSD. All vehicles must have proper signage indicating audio and video equipment is in use. All buses shall be equipped with three devices, including front, middle, and door.

14) STUDENTS WITH SPECIAL NEEDS

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 HSD reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

15) DRIVER UNIFORMS

All drivers must be outfitted in uniform shirts, jackets, and/or vests at all times. The contractor should include a description of driver uniforms with the proposal.

16) DRIVER TRAINING

Driver training is extremely important to successful student transportation programs. Best practices in driving training includes “soft skills,” such as how to communicate with students, etc. The contractor should include a detailed description of their driver training program, including a schedule for training for Year 1 of the contract.

17) GPS SYSTEMS

All vehicles shall be equipped with GPS systems. The District’s transportation office will be supplied the software to track each vehicle.

18) SPEAKER/INTERCOM SYSTEMS

All buses will be equipped with intercom systems with hands free use of the driver to communicate with children.

19) STROBE LIGHTS

All buses will be equipped with roof top strobe lights manufacturer recommendations.

20) RIGHT TO CONTRACT WITH OTHERS

The HSD reserves the right to contract with parents, guardians, and others for the transportation of pupils, including the HSD for special needs children.

21) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent of sending districts, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the HSD and sending school districts 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.

22) 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 HSD.

23) INDEPENDENT CONTRACTOR

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

24) NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the HSD.

25) TERM

The contract will be awarded for a three-year term with an option by the HSD to extend the contract for additional years. The contract will commence on July 1, 2019.

26) PERFORMANCE BOND

- a) Upon award of a contract that exceeds \$10,000, the contractor shall provide, annually, a Performance Bond in the amount of seventy-five percent (75%) of the current-year contract price. (For the first year of the contract, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 1--2019-2020; for the second year, the Performance Bond would guarantee 75% of the contract price as stated in the proposal for Year 2--2020-2021, and so on.)
- b) For the first year of the contract, the contractor shall deliver the required bond to the HSD not later than five days following the date the Agreement is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the work, submit evidence satisfactory to the HSD that such bond will be furnished. Annually thereafter, the contractor shall deliver the required bond not later than five days before the commencement of the start of the next year of the contract.

- c) The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the bond.
- d) The cost of the bond furnished hereunder shall be included in the contract sum.
- e) Upon the request of any person or entity appearing to be a potential beneficiary of the bond covering payment of obligations arising under the contract, the contractor shall promptly furnish a copy of the bond or shall permit a copy to be made.
- f) If any Surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the HSD is insolvent, the contractor shall immediately furnish and maintain another Surety, satisfactory to the HSD, in addition to insurance or bond required by this agreement, without the written consent of the other, then the party failing to so purchase or maintain such insurance or bond shall pay all costs incurred by the other party, including, but not limited to, reasonable attorney's fees.

27) FORFEITURE

- a) If the contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, athletic/ band trips, and field trips, and additional routes, the HSD may cancel the contract without prior notice and procure services elsewhere. The HSD may in its sole discretion offset subsequent payments and/ or call for the forfeiture of the Performance Bond.
- b) If the contractor fails to perform satisfactorily any of the transportation services required under the provisions of proposal and contract, the contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the HSD be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of an invoice by the HSD, pay the additional cost to the HSD of obtaining the transportation services above the contractual rate in effect between the contractor and the HSD.

28) PAYMENT

The HSD agrees to pay the contractor on a monthly basis. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base contract on a monthly basis and include all supportive data. All invoices for the school year must be received in the Transportation Office by June 25th of that school year.

29) INSURANCE

- a) Contractors agrees to provide, no later than July 1st of each year, minimum insurance coverage verified in the following amounts and types:

1. Worker's Compensation and Employer's Liability, in accordance with the applicable Pennsylvania state and federal statutory minimum requirement;
 2. Commercial General Liability, written on an occurrence basis, covering personal, bodily and advertising injury, as well as property damage, in the amount of \$1,000,000 per occurrence and \$2,000,000 in the aggregate;
 3. Business Auto Liability for any and all vehicles, including rented, hired, owned and non-owned, in the amount of \$1,000,000 combined single limit; and
 4. Excess / Umbrella Liability for all required insurance identified above, with an each "loss event" limit of \$5,000,000 and a policy aggregate limit of \$5,000,000
- b) No such required policy shall contain a policy provision or an endorsement that excludes from coverage claims, injuries and/or damages arising out of, or in any way related to:
1. sexual harassment;
 2. sexual assault or molestation; or
 3. any other form of sexual abuse
- whether alleged to be actual, threatened or intended.
- c) Contractors shall require the District to be named additional insured and certificate holder on each policy of insurance where such designation is allowed by law.
- d) As verification of requisite insurance, Contractors shall provide to the District for each such insurance required above, sufficiently prior to execution of the parties' agreement:
1. Evidence of a Certificate of Insurance, written on an ACORD form, or other form acceptable to the District Solicitor, as agreed in advance; and
 2. Policy Endorsements identifying the District as a named additional insured on the policies of insurance.
- e) Contractors shall purchase, provide and maintain the required insurance from a company or companies lawfully authorized to do business in Allegheny County, PA.
- f) Contractors shall secure from its insurance agent, broker, producer and insurer, evidence, in letter form with appropriate signatures of persons with authority to bind each, that the agreement with the District is an "insured contract" as that term is defined or commonly understood in the insurance industry, and therefore, the agreement between Contractors and the District is an exception to the "Contractual" exclusion under all required policies of insurance.

- g) Contractors agrees that each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that the limits will not be reduced, without at least sixty (60) days' prior written notice to the District. Contractors also agrees to secure replacement coverage, following a lapse or expiration of a policy, immediately and in such a manner so as to prevent a coverage lapse.

25) INDEMNIFICATION

- a) In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the HSD 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 HSD 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 HSD representatives with respect to the performance of the contract.

26) DISCRIMINATION PROHIBITED

Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the contractor agrees that:

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

27) HUMAN RELATIONS ACT

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

28) AWARD

The HSD will not be required to make an award entirely on the basis of the lowest bid in dollars and 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.

29) SUPPLEMENTAL INFORMATION

Each bidder is required to submit the following information along with their proposal:

- a) Client list comprised of PA school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that district.
- b) Proof that the contractor is financially solvent: submit most recent annual financial statements with comparison statements from previous years.

SCHEDULE A

Highlands School District

2018 – 2019 Daily Bus Run Schedule

SCHEDULE B

Highlands School District

Student

Schedule of Vehicles (2018-2019)

ATTACHMENTS

District Transportation Policies