



SCHOOL DISTRICT OF LANCASTER

REQUEST FOR PROPOSALS # 3905

for

CONTRACTED SCHOOL BUS TRANSPORTATION

Issued on November 1, 2018

Pre-Bid Conference:

There will be no pre-bid conference for this solicitation.

Proposal Submittal Deadline:

Monday, December 10, 2018 at 12:00 PM (noon) EST

Section 1. INVITATION

The School District of Lancaster is seeking proposals for Contracted School Bus Transportation, according to the specifications contained in this RFP# 3905. Qualified agencies must submit their proposals in the prescribed format, by the date and time outlined in this document.

Modifications, additions, or changes to the terms and conditions of this Request for propels may be cause for rejection of a proposal. Vendors are requested to submit all attached forms in the format provided.

[END OF SECTION]

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Section 3. PURPOSE AND BACKGROUND

3.1 Purpose

The transportation of School District of Lancaster 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 primary obligation of the responder is to operate its affairs so that the District will be assured of continuous, reliable and safe service. For the protection of the students, drivers and all other persons coming in contact with children must be of stable personality and of the highest moral character. The School Directors expect the responders to accept full responsibility for assuring such qualities in their personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with laws and provided to the District prior to beginning employment and upon request.

Under the proposed service agreement, the contractor will be responsible for student transportation service subject to the approval of the District. As such, the contractor must be skilled in the following areas:

- management expertise
- maintaining an appropriate compliment of regular and substitute drivers
- vehicle repairs
- driver training
- safety training
- maintaining an appropriate compliment of school busses and other vehicles
- providing efficient office operations

By submitting a proposal and accepting a contract, the contractor represents that it is skilled in the areas referenced above.

3.2 Profile of the School District

The School District of Lancaster ("the District" or "SDoL") is located in the center of Lancaster County in the southeastern corner of Pennsylvania. According to the United States Census Bureau, Lancaster County is the sixth most populous county in Pennsylvania, and the City of Lancaster is the eighth most populous of Pennsylvania's cities. The District encompasses an area of 13.5 square miles covering the City of Lancaster and Lancaster Township. The School District's boundaries are coterminous with Lancaster Township and the City of Lancaster. The City of Lancaster, located in the center of the School District is the county seat of Lancaster County, and is located approximately forty-five miles south of Pennsylvania's Capital City of Harrisburg and seventy miles west of Philadelphia.

3.3 District Facilities

The Mission Statement of the School District of Lancaster ("SDoL") is "To ensure every child receives an excellent education." SDoL provides a comprehensive educational program for students in grades pre-kindergarten through twelve.

There are twenty-two educational facilities in the District. An early childhood center located in the District's K-8 school teaches four-year-old children, and other pre-school classrooms are in place throughout many of the District's twelve elementary schools. The elementary schools provide full-day prekindergarten and kindergarten programs and educate students through fifth grade. Four middle schools serve students in sixth through eighth grades. The J.P. McCaskey High School Campus is comprised of two buildings – J.P. McCaskey and McCaskey East – and serves ninth through twelfth grade students. Two alternative programs offered at Buerhle Alternative School and Phoenix Academy offer different options for students who are in need of credit recovery, are over-age for their grade level, or have behavioral concerns. These alternative facilities primarily serve our high school students, but they house several programs for students in grades 5 through 8, also.

The District has one K-8 school that opened in April 2014. The first K-8 school in Lancaster County, Elizabeth R. Martin School ("Martin School") was built to serve growing numbers of students in a larger facility due to a boom in housing developments in the area. Many factors influenced the decision to build a K-8 school, and chief among them was the ability to assist students better in moving from elementary school into middle school. The transition between fifth and

sixth grade is a critical time for students socially, emotionally, and academically, and the K-8 school offers a seamless transition.

3.4 Current Contract

The current contractor for the District provides transportation for approximately 3,500 students educated at District or other public facilities and approximately 900 students educated at non-public schools. The current contractor provides a fleet of vehicles that consist of fifty-one (51) full-sized busses, thirty-eight (38) mini-busses, one (1) wheel chair minivan, seven (7) ten passenger vans, and ten (10) wheel chair buses. The fleet provides regular transportation to the School District of Lancaster and for private, parochial, and charter schools for residents within our boundaries.

[END OF SECTION]

Section 4. BID CONTACTS AND RESPONSE INFORMATION

4.1 Proposal Questions and Registration:

Questions regarding this RFP should be directed to Drew Schenk, Purchasing Manager, and received no later than Friday, November 16, 2018. Responses to questions will be posted on Thursday, November 29, 2018, via addendum. All questions must be submitted in writing; verbal inquiries will not be honored.

A letter indicating your intent to submit a proposal must be submitted to Drew Schenk, Purchasing Manager, no later than Friday, November 16, 2018. Electronic mail is an acceptable form of registering your intent.

Drew Schenk, Purchasing Manager
School District of Lancaster
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603
ajschenk@lanaster.k12.pa.us

4.2 Submission of Proposals:

Proposals, including all required forms and documentation, shall be submitted electronically by email to ajschenk@lanaster.k12.pa.us, with "RFP 3905: Contracted School Bus Transportation" in the subject line.

Proposers, by their submission of a proposal, agree to conduct legally binding transactions by electronic means, within the meaning of the "Electronic Transactions Act," 73 P.S. 2260.101 et seq. ("ETA"). Electronic documents and records and electronic signatures shall be the equivalent of written documents and records and written signatures, pursuant to ETA. Neither the School District of Lancaster nor any of the participants make any representation or warranty concerning the reliability or security of any communication links, networks, or any data or information transmitted electronically, and neither the School District of Lancaster nor any of the participants shall be liable or responsible, in any manner, for any failure, interruption or breach of any communication link, network, or security measure.

If necessary, addenda to this RFP will be posted to the District's website (<https://www.lanaster.k12.pa.us/financial-information/bids-and-proposals/>). The District will make every effort to notify registered proposers when an addendum is posted; however, it is recommended that proposers check the District's website for all posted addenda prior to final submission. All proposers must confirm receipt of addenda by returning Attachment C, if addenda has been issued.

4.3 Response Documentation:

In addition to the bid response, the following documentation must also be received:

- Form of Proposal (Attachment A)
- Non-Collusion Affidavit (notarization required) (Attachment B)
- Addendum Acknowledgement Form (if applicable) (Attachment C)
- Minority Business Enterprise Type (Attachment D)
- References (Attachment E)
- Pricing Sheet (Attachment F)

4.4 RFP Timeline:

Deadline to Register Intent to Apply: Friday, November 16, 2018

Deadline for Written Inquiries: Friday, November 16, 2018 at 5:00 PM EST

Response to Questions: Thursday, November 29, 2018

Proposal Submittal Deadline: Monday, December 10, 2018 at 12:00 PM (noon) EST

Review Period: Monday, December 10, 2018 to Monday, January 7, 2019

Anticipated Board Approval: Tuesday, January 22, 2019

[END OF SECTION]

Section 5. GENERAL TERMS & CONDITIONS

The School District of Lancaster is seeking proposals for Contracted School Bus Transportation, per the attached information. The work is to be done in accordance with any attached documents, and is subject to all of the terms, conditions, limitations and exclusions of the Contract, included the terms, conditions and limitations in this Request for Proposal, which shall be part of the Contract by incorporation, and as follows:

1. The contractor shall carefully examine the specifications and all other contract documents and data pertaining to the required transportation services. The contractor shall not, at any time after submission of its proposal, make any claims whatsoever alleging insufficient data or incorrectly assumed conditions or make any claim alleging misunderstanding with regard to the nature, condition or character of the required transportation services.
2. The work is publicly funded and must comply with all applicable local, state and federal laws, rules, and regulations. It is the responsibility of the bidder to determine what local, state and federal statutes and regulations will affect the work. Any costs of compliance with such shall be the responsibility of the bidder. The Pennsylvania Department of Labor & Industry Prevailing Wages regulations and requirements are applicable to this work.
3. The School District reserves the exclusive right to deny access to School District property to any Contractor, Sub-contractor, or their employees who do not have Background Checks that the District, in its sole opinion, believes to be satisfactory.
4. The Contractor will agree to make the supervisor and staff available to the School District for community-related inquiries upon notice and request of the School District.
5. No part of any work performed under this contract may be sub-contracted to other Contractors or individuals not included in the initial response to this RFP, without the prior written approval of the District.
6. The District is Tax-Exempt and a certificate will be provided to the successful bidder upon request.
7. It is understood that the Contractor is an independent contractor and not an officer, agent, or employee of the School District while complying with the terms and conditions of the Contract.
8. All data provided by the District to the successful bidder electronically or by other means are and remain the property of the School District of Lancaster. All data products generated by the successful bidder in executing the proposal as accepted by the Board of Directors shall become the property of the School District of Lancaster. Because some of the student data to be provided to the successful bidder will include personally identifiable information protected by FERPA and other laws, the winning individual or a duly authorized representative of the winning organization will be required to execute a non-disclosure agreement with the District that protects the data from unauthorized viewing and disclosure.
9. Requests for site visits or clarifications should be directed to Drew Schenk, Purchasing Manager, ajschenk@lanaster.k12.pa.us.

[END OF SECTION]

Section 6. GENERAL SPECIFICATIONS

1. **Familiarization:** Each contractor is required to examine the entire proposal plus any issued addendums, 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. **Bus Terminal:** The current contracts utilizes a bus terminal and fuel pumps located at E.R. Martin School, 2000 Wabank Road, Lancaster, PA 17603.
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 for licensing, training, supervision, and evaluation that are necessary to carry out the terms of the contract. If there is a change in contractor, the District seeks the opportunity to recommend employees of the current contractor for hire by the new contractor.
4. **Supervision:**
 - a. The contractor will provide a qualified terminal manager, supervisor and other required employees. The terminal manager should not be responsible for the supervision of bus operations for school districts other than School District of Lancaster without an appropriate compliment of supervisory staff reporting to the terminal manager. The terminal manager and supervisor will be trained and experienced in the supervision of school bus and van drivers. The contractor's terminal manager and supervisor shall cooperate fully with each District's designated transportation department to ensure a safe and efficient transportation system.
 - b. The contractor will agree to make the terminal manager, supervisor and staff available to the District for community related inquires upon request and notice by the District.
 - c. The contractor is responsible for the behavior and actions of their employees, particularly with regard to adherence to transportation policies and regulations of the District. Violations of 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 District, operate as cause for the termination of a contract for the transportation of school students.
 - d. The The contractor agrees to furnish such reports as may be required and at the times designated by the School Board or the District-designated representative. The contractor agrees to provide the District with verification of every requirement for busses/vans and 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 but not limited to valid school bus driver licenses, physical examination cards and criminal background checks.
 - e. The contractor will immediately inform the District's transportation department in the event of an accident. The contractor and the District will investigate all accidents involving contractor vehicles operated. Every accident report shall include the name and seating location of each person aboard the vehicle at the time of the accident. The accident report will also include all information regarding any possible injuries and information requested by law enforcement personnel. Contractor shall submit a detailed written report to the District transportation department and the Superintendent within 24 hours of an accident. The contractor shall punctually provide additional requested reports.
 - f. The contractor must comply with all rules, policies, and procedures of the District and all legal requirements including the Public School Code, PA Motor Vehicle Code, all regulations adopted by the State Department of Education, the PA Department of Transportation and the U.S. Department of Transportation.
 - g. The contractor shall have at its facility at all times during operation of the contract a competent supervisor. The supervisor shall be the representative of the contractor and must have authority to act on behalf of the contractor. All communication given to the supervisor shall be as binding as if

given to the contractor. The manager and supervisor shall be available 24 hours a day and shall have a cellular phone and provide the District with the contact numbers.

- h. The contractor will employ a person specifically designated as a Safety Coordinator/Director. The contractor's Safety Coordinator/Director position may be assigned to serve in a regional capacity, but must be readily available to the District in no more than twenty four (24) hours upon notification. This person will have previous training and/or experience in the field of transportation, safety, law enforcement and/or a similar field. The Safety Coordinator/Director will assist the District in reviewing general transportation safety concerns at the request of the District's transportation department.
 - i. The contractor will require each employee to provide a Federal I-9 Form, as required by the U.S. Government to be kept on file and made available to the District upon request.
 - j. The District shall provide any District procedures, policies, regulations, or other transportation requirements which would materially alter the provisions of this agreement to the contractor upon implementation thereof or shortly thereafter.
 - k. The contractor will comply with all School District of Lancaster current, revised and new School Board Policies, and transportation department policies and procedures.
 - l. The contractor will provide the District with the chain of command and contact information up to the District Manager.
 - m. The contractor will immediately report to the District any employee who has contact with students who receives a citation for any moving motor vehicle violation while operating a school bus or any other vehicle. In turn the contractor must immediately supply such information to the District transportation department. The District reserves the right to require the contractor to suspend any driver who receives such citation(s) pending disposition and to remove from District service the employee after conviction or based upon clear and convincing evidence in the event of admission to an accelerated rehabilitative disposition (ARD) or similar program.
 - n. The contractor will require any employee who has contact with students to provide written notice within seventy-two (72) hours after an arrest or conviction for an offense enumerated under Sections 111(e) and (f.1) of the Pennsylvania Public School Code. Reportable offenses are outlined on Form PDE-6004. The contractor will immediately report such information to the District Transportation Department. The District reserves the right to require the contractor to suspend any driver who is arrested of an enumerated offense pending disposition and to remove from District service after conviction or based upon clear and convincing evidence in the event of admission to an ARD or similar program.
5. **Drivers:** It shall be the intention of the District to contract for the transportation of public, parochial, private, charter and special needs school students on each school day as established by the respective calendars of the schools. The contractor will be responsible to provide and manage drivers, and to transport students to and from school on a daily basis, for assigned field trips, and extracurricular activities.
- a. Every school bus/van driver employed by the contractor shall meet all regulations presently in existence or implemented over the term of this contract as promulgated by 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 that 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, is required to be performed by a District-approved provider at the expense of the contractor for the contractor's drivers and related personnel who provide student transportation services to the District. Contractors are responsible to comply with all federal, state, and local laws, and the District policies, pertaining to drug and alcohol testing.

- d. Both regular and substitute drivers shall be consistently assigned to the same bus/van for the purpose of route familiarization and student services. It is the express desire of the District that the rate of driver turnover be minimal.
 - e. The contractor agrees to submit a listing of new certified drivers including copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District prior being assigned to the District at any point in the year. Additionally, the contractor agrees to furnish the following valid clearances in accordance with PA state law: PA Criminal History Background Check, PA Child Abuse History Clearance, FBI Criminal History Check, PDE-6004 Arrest/Conviction Report and Certification Form, Sexual Misconduct/Abuse Disclosure Release, PA Child Abuse and Reporting Training and any other required clearances for all new drivers that will provide transportation services to the District before the drivers are allowed to transport students. If any of the aforementioned items expire the driver will be immediately suspended from providing student transportation. Contractor or the employee is responsible for all costs associated with the above referenced items.
 - f. The contractor agrees to annually submit a list of all certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District prior to the start of each school year. Additionally, the contractor agrees to furnish and maintain valid clearances in accordance with PA state law: PA Criminal History Background Check, PA Child Abuse History Clearance, FBI Criminal History Check, PA Child Abuse and Reporting Training and any other required clearances for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to provide student transportation. Before July 1 annually, the contractor will provide a listing of any driver for whom any of the above referenced items will expire during the upcoming school year (July 1 – June 30). If any of the above referenced items expire the driver will be immediately suspended from transporting students until a valid item is provided to the District and has been verified by the District. Contractor or the employee is responsible for all costs associated with the above referenced items.
 - g. Annually, all personnel, including drivers, assigned to perform services under the contract shall be subject to approval by the District's School Board prior to being assigned to the District routes by the contractor. The District 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.
 - h. The contractor will comply with a request by the District to reassign or remove any school bus/van driver who, in the District's opinion, is not qualified to operate a school bus/van or cannot properly control students.
 - i. 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.
 - j. The contractor will require each driver to have an annual physical and tuberculosis test. Certification that each driver has successfully completed the tests must be shared with the District annually. Contractor or the employee is responsible for all costs associated with the above referenced items.
 - k. At the contractor's discretion bus drivers will be permitted to have a maximum of two (2) pre-school aged children/grandchildren ride on their bus. At no time will this authorization be permitted to disrupt the normal transportation operations or require an extra bus to be added in order to accommodate the pre-school aged children. The contractor may be required to discontinue the practice if any unresolved issues occur with the District's students. The contractor will ensure that the driver will be responsible for their dependent(s). Additionally, the District will be held harmless for any claims by the drivers or dependents. The contractor will require each driver to sign a District-authorized hold harmless waiver prior to allowing their dependent(s) to ride on the bus annually.
6. **Licenses:** The contractor and its employees 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.

7. Vehicles Provided:

- a. School busses and all other vehicles used in the performance of the contract shall at all times meet the prevailing standards of the Bureau of Traffic Safety. Furthermore, all school busses shall pass state required inspection, as well as pass inspection by the Pennsylvania State Police during the month of August. All other vehicles shall pass state required inspection in addition to meeting the standard of the Bureau of Traffic Safety.
 - b. The contractor is to provide sufficient spare busses as backup units for breakdowns, preventative maintenance, and accident damaged vehicles. The contractor will also supply a reasonable number of additional busses to provide for special services, such as extracurricular activities and field trips.
 - c. The contractor agrees to provide vehicle maintenance on all busses and vans utilized under the contract at its own cost.
 - d. The contractor shall furnish daily interior cleaning of all vehicles. Exterior cleaning will be done at least twice a month, during the school year. Vehicle windows must be clean and clear for daily operations. 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/van be used to transport students. The contractor will retain completed inspection sheets and submit copies of the files when requested by the District administrators or the transportation department personnel.
 - e. All busses/ vans will be numbered in accordance with PA Code, Title 67, Chapter 171.55 for busses and PA Code, Title 67, Chapter 171.124 for vans on all sides of the vehicle and be visible at all times. Substitute busses and vans being utilized will cover all numbered placards showing the original bus/van number with the bus/van number for the vehicle that is out of service.
 - f. The District retains the right to inspect the school busses/vans and all other vehicles to insure safety compliance.
 - g. The contractor will be required to comply with Americans with Disability Act (ADA) of 1990 and all subsequent revisions and updates, as well as current federal, state, and local legislation referring to disabled individuals.
 - h. It is understood and agreed to by both parties that the contractor will use extra time to prepare the vehicles for service when a delayed start of classes is called due to weather. During early dismissals the same additional service preparation will be followed. School bus/van engines will be started earlier and left running so the alternate vehicles can be used in the case of failed starts. In subzero weather during a delayed opening, contractors will do short test runs to be sure that their vehicles can complete the routes as necessary.
 - i. The contractor shall furnish vehicles that conform to the standards for school transportation vehicles as approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School busses, 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. 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, and shall be in good mechanical and sanitary condition.
- 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/van at all times while student(s) are on board, whether at a school building or on the bus 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 posted speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, Pennsylvania Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for the 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 safeguard students, prevent overcrowding and maintain order in the bus at all times. Any student refusing to obey the driver shall be reported to the District's transportation department using the bus conduct forms provided by the District by no later than the close of business on the day of the incident.
 - e. All students riding on the busses/vans must be transported to their designated stops. Deviations to the approved bus stop will only be approved by the District's administration or transportation department.
 - f. 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 students under contract, shall provide adequate seating for each student with no standing permitted.
 - g. There shall be no eating (food or drinks) in any of the vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the busses or on school property is prohibited at all times. Contractors will enforce the District's policies including the requirement that there is no smoking allowed at any time on school busses used by the District or on any school property.
 - h. The contractor shall provide the District with their driver procedures and policy handbook and quick reference guide. The District will require the contractor to comply with District policies if there is a conflict between the contractor's policies and the District's policies. The contractor will revise or add sections to any of the contractor's documents in order to address concerns of the District. The contractor will ensure each of its employees understands and complies with its handbook.
 - i. The contractor will promptly address and rectify any safety issues that are reported by parents, students, drivers, or the District.
 - j. All vehicles operated by the contractor shall contain equipment to enable the contractor to clean up infectious waste/bodily fluid discharges. All drivers shall be trained in the proper handling and disposition of said infectious waste/bodily fluid discharges.
 - k. Each vehicle will have either an electronic or manual child check system to ensure that no student is left unattended on any vehicle. Vehicle checks must be performed when the driver boards the bus at the beginning of his/her route, after all students are dropped off at their school, after the last student is dropped off at his/her bus stop, and at the conclusion of the bus run. A sign stating the bus has been cleared of students will be hung in the rear window of the bus any time the driver leaves the vehicle, including break periods. The sign will then be removed prior to the vehicle beginning its run.
 - l. The bus contractor shall provide and utilize restraining devices as required by the District for special needs students.
9. **Bus Fleet:** All school busses assigned to regular daily routes by the contractor pursuant to the contract shall maintain the fleet with the following provisions:
- a. The age of the bus fleet will be calculated from the date of manufacture on each vehicle's chassis for the contract year.
 - b. A minimum of one (1) spare full-size bus shall be made available for every five (5) busses that are assigned to regular routes. The age of any spare bus may not exceed fifteen (15) years or 150,000 miles. Daily use of spare busses will be kept to a minimum and the District will be notified when this use occurs.
 - c. At the District's discretion, the District may request the replacement of busses in excess of eight (8) years of age if they are in poor condition or breakdown regularly.
 - d. The contractor's fleet shall consist of eighty-five (85) percent full-size, seventy-two (72) passenger busses, and fifteen (15) percent mini-size, eighteen (18) – twenty two (22) passenger busses. The contractor must have approval by the District to deviate from this bus size requirement.
 - e. The contractor will provide only diesel powered vehicles, unless approved by the District.
 - f. When the contractor replaces any vehicle it will replace it with an equal or larger size vehicle.

- g. The District will seek proposals that provide two options regarding vehicle age requirements for consideration by the District, as follows:

Option A

- During the entire term of the contract, busses may not exceed eight (8) years of age as of the end of the school year and the average age of the fleet shall not exceed four (4) years of age.
- The percentage of busses will not exceed any of the following age or mileage requirements by the end of a school year without the express permission of the District, or they will be considered in the next higher category. Additionally, the fleet shall be proportional in each category:
 - 20% of the busses shall be less than 2 years old and have less than 22,000 miles
 - 33% of the busses shall be less than 4 years old and have less than 44,000 miles
 - 33% of the busses shall be less than 6 years old and have less than 66,000 miles
 - 14% of the busses shall be less than 8 years old and have less than 88,000 miles

Option B

- During the entire term of the contract, busses may not exceed thirteen (13) years of age as of the end of the school year and the average age of the fleet shall not exceed eight (8) years of age.
- The percentage of busses will not exceed any of the following age or mileage requirements by the end of a school year without the express permission of the District, or they will be considered in the next higher category. Additionally, the fleet shall be proportional in each category:
 - 40% of the busses shall be less than 6 years old and have less than 65,000 miles
 - 40% of the busses shall be less than 10 years old and have less than 110,000 miles
 - 20% of the busses shall be less than 13 years old and have less than 140,000 miles

10. **Bus Fuel:** The successful responder shall use the motor fuel provided by the District for the performance of the contract. Fuel furnished by the District shall be used exclusively for transportation of the School District of Lancaster students pursuant to the terms and conditions of this agreement.

- a. The contractor will provide a complete fuel dispensing system to include, storage, pumping, monitoring, and spill control measures.
- b. The contractor will be required to perform all necessary maintenance to ensure the proper operation of the fuel dispensing system at all times.
- c. The contractor will ensure that all federal, state, and local laws, policies, and procedures are complied with at all times.
- d. The contractor will hold the District harmless for any and all claims for leaks and spills associated with the fuel dispensing system.
- e. The contractor will be responsible to notify the District when the fuel tank needs filled.
- f. The contractor will provide an electronic metered fuel pumping system that will require users to provide the following information electronically, to activate the pump when fueling:
 - i. Personal Identification Number
 - ii. Vehicle Identification Number
 - iii. Vehicle Mileage
- g. The contractor will be required to provide an electronic copy of the fuel use by the contractor to the District weekly. This report will consist of above listed items but the District will establish the reported information.
- h. The District-provided fuel may not be used for any other purpose whatsoever by the contractor or any of its employees, agents or representatives.
- i. If the contractor allows chartered trips with the District's fleet, the contractor will be required to provide the vehicle identification number, current mileage and fuel level prior to the trip. Busses will

be topped off prior to the charter trip with District provided fuel. Upon return from the charter trip, the contractor will provide the return mileage and top off the fuel level from a fuel dispensing system that is separate from the fuel provided by the District.

- j. The District reserves the right to examine and inspect without penalty and at reasonable times all contractor records and equipment to ensure compliance.
- k. The contractor will authorize the District to utilize the contractor's fuel dispensing system. The contractor will provide each District vehicle a card to utilize the system during the contractor's normal hours of operation. Additionally, the contractor will assign each District vehicle the required information in Article 10, Bus Fuel, Section H.

11. Bus Routes and Bus Stops:

- a. The District in conjunction with the contractor will establish and prepare all bus/van routes and stops at the beginning of the school year. The schedule will coincide with each school's starting and dismissal times. The Board of School Directors will approve the routes and stops annually.
- b. The contractor shall not deviate from the designated routes 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 District.
- c. The District will provide an operating schedule for each building where the contractor provides transportation services. The contractor shall use this information to assist the District in establishing all bus stops, times and locations. Drivers shall maintain a copy of the schedules. The time schedule may be modified by the District as the occasion demands, but only after due notice has been given to parents and the contractor.
- d. Changes to the District established routes and stops will be minimized. These changes will occur when issues or concerns are brought to the District's attention. Examples of these issues may be parent complaints, safety concerns, construction, or directives from law enforcement officers, state officials or municipality officials. Any change will require the District's approval.
- e. Busses/vans shall operate on a tiered system providing an average of two (2) – four (4) routes/destinations per bus run.
- f. Bus routes shall maximize state transportation reimbursement formula by maximizing ridership within any age combination restrictions while minimizing empty mileage. Student ride time will also be considered in the development of bus routes.
- g. Schedule A provides information on the routes and the number of students that were scheduled in the District for the 2018-2019 school year to be used as a basis for the contractor's response. The cost to add bus runs or the credit to delete bus runs will be discussed between the contractor and the District based on the proposal and the ensuing contract.
- h. The District will provide information on bus/van use for extra-curricular activities and/or field trips. These additional runs will not be included in the daily runs, and shall be billed separately in accordance with the scheduled rates chart submitted by the contractor.
- i. The dates and times of bus/van use for extra-curricular activities or field trips will be provided to the contractor in a timely manner. These extra runs will be determined based on the type of activity, school(s) being served, and age of the students involved.
- j. The District 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. If busses are eliminated, the actual savings per bus will be computed on the reimbursable cost of such run, plus or minus the contracted amount above or below the reimbursable cost.
- k. The Board reserves the right to revise any and all routes to suit the educational program at any time and such revision shall be deemed an ordinary part of the contract.

12. **Schedules:** The District and contractor shall schedule all routes to keep students safe and ensure arrival prior to the beginning of the school day. Routes should be scheduled in such a way as to allow students to arrive in the morning to allow participation in any breakfast programs operated by the District. Additionally, routes should return students to their respective bus stops within a reasonable time after school has dismissed. The District is responsible for providing bus schedules to the contractor at a mutually agreed upon date prior to the first day of school. The contractor will provide the District with the information required for preparation of annual reporting to PDE, including all supporting documentation needed for audit purposes. The District will provide to the contractor information regarding student enrollment of all new kindergarten students, private school students and special needs students that are known at that time. The District will provide student enrollment information to the contractor and will maintain final authority on bus stop locations (following state guidelines/regulations) and bus additions and deletions. The District shall provide one person designated as the liaison between the District and the contractor for transportation service matters.

The District may require the contractor to make additional stops to accommodate its needs. Such stops will piggy-back on existing routes during idle times when the contractor's vehicle(s) are available to provide services. An additional stop, route and drop location may be required to perform this service at no additional cost to the District.

13. **Student Supervision:**

- a. The District delegates to the contractor the necessary authority to supervise and control students on busses and vans in accordance with District rules and policies. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those that present an immediate danger likely to result in injury. Conduct reports must be completed by the driver and given to the District's Transportation Department which will be forwarded to the building administrator.
 - b. The contractor will utilize video monitoring equipment as a means to supervise bus students and to augment the written student misconduct report in accordance with Board policy.
 - c. Students 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 students shall be permitted to get on or off the bus while it is in motion. No school bus/van operator shall start the bus/van, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Code of Pennsylvania to proceed, until after each student on the vehicle has been safely seated, or when exiting, has reached a place of safety.
 - d. No person other than District students shall be transported in a school vehicle except in an emergency or as permitted in this document under the "Drivers" section or when designated by the Superintendent or his/her designee. Only passenger belongings shall be transported in the school vehicle while it is engaged in transporting students to and from school.
14. **Surveillance System:** Each bus will be equipped and maintain a mobile surveillance system utilizing a single manufacturer's integrated system, such as Seon. The system will provide a four (4) channel DVR (Wi-Fi ready) with a removable hard drive in Seagate format with the capability of holding thirty (30) days of recorded memory per channel. The system should have the ability to record sound if the District authorizes its use. The contractor will be required to provide an independent front camera (6 MM), rear camera (2.9 MM), and step camera (2.9 MM), and provide an alternate quote for a stop arm camera. The optional "stop arm camera" should be manufactured specifically for outside operation with active vent system and internal heater, formatted for 16MM or 25MM lens with a minimum of 650TVL with 350° rotating gimbal to support vertical and angular mounting. Cameras must be manually adjustable with backlight compensation and high/low infrared switches. The system must be capable of monitoring lamp activation, GPS, inertia, and tag alarm events with additional dual polarity inputs/triggers. The tag alarm button shall include status lamp. System configuration must be GUI (graphical interface) for ease of use, programmed with trackball or mouse. Non-graphical interfaces will not be considered. The system must be designed to permit an USB interface for connection of hard drives to PC or laptop computers. The surveillance system must be installed per the manufacturer's recommendations to provide optimal performance. Software must archive to proprietary and .avi format with masking/privacy feature for streaming video. The contractor will contact the District to review the installation on each type of vehicle prior to performing a mass installation of the system. The contractor will furnish and maintain two (2) licenses of the software at the District offices and at least one license of the

software at the terminal. Each responder must submit the manufacturer's cut sheets of the system with its response.

15. Electronic Fleet Tracking System:

- a. The contractor will provide an electronic fleet tracking system utilizing a single manufacturer's integrated system, such as Zonar. The RFID system must integrate with a global positioning system (GPS). The system must include the ability to receive and interpret JBus data from compatible vehicles with engine control unit (ECU). The GPS system uses an intelligent logging algorithm that will provide high definition data and minimize cellular data overhead. Each responder must submit the manufacturer's cut sheets of the system with its response.
- b. The contractor will provide the District unrestricted access to the web-based hosted reporting that is capable of capturing data in five dimensions: latitude, longitude, time, fuel consumption, and odometer readings. The GPS will provide a platform for customizable and configurable alerts, to include but not be limited to, activity alert, idle alert, inspection alert, speed alert, and JBUS alert in real time. The system will be required to integrate with the District's bus routing system. Additionally, the District will be named as the service accountholder to view the data. This allows the District to view multiple contractors and the District's fleet data in one system. Each responder must submit the manufacturer's cut sheets of the system with its response.

16. Communication System:

- a. A two-way radio communication system will be provided by the contractor. The contractor will agree to provide, maintain and utilize a two-way radio system on all of its busses and other vehicles in service. The radio system will have the capability of continuous communication throughout the District. The radio system will remain the property of the contractor and the contractor will pay any licensing, renewal, and associated fees. 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 the 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 busses and the contractor. The contractor shall provide the District with the frequencies utilized by the contractor. The District shall load multiple District radios with the bus channel to monitor radio transmissions.
- b. Drivers will not be authorized to utilize personal mobile/cellular/or internet enabled phones while they are operating busses/vans. If phone use is required to conduct official business, the driver must pull off the roadway and secure the bus before communicating on the device. No exceptions will be made for the use of handheld and hands-free devices while operating the vehicle. At no time will any driver use any type of phone for any purpose while operating a vehicle. Violations of this provision will result in the immediate removal of the driver from any District routes.

17. Strobe Warning Lights: Each bus will require one (1) rear-mounted double flash strobe light, 4" high, 12 joules, that will continuously operate while the bus is in use.

18. Safety: The contractor will conduct a mandatory monthly safety meeting or training class for a minimum of thirty (30) minutes. Meetings will be conducted with each employee in attendance during each month the contractor provides regular transportation to the District. The contractor will provide an annual schedule of the meeting dates and subject matter to the District.

19. Safety Drills:

- a. The contractor will conduct two (2) bus evacuation drills annually, in September and March, in accordance with the PA School Code of 1941 using an approved script provided by the District. These drills may include a combination of front, rear or side evacuation methods. The District shall schedule the drills with the contractor, providing timely notice and expectations. An additional driver training session will be required for each drill to ensure drill continuity.
- b. The contractor will participate annually in an administrative recall exercise. The exercise will consist of the manager contacting each driver to determine how long it would take him or her to return to the terminal and prepare his or her bus for an evacuation of District buildings. The manager will then calculate the readiness of the fleet to provide evacuation capabilities to the District in fifteen (15) minute increments.

20. **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 or disaster. 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.
21. **Term:**
- a. The contract will be awarded for either a three (3) year or five (5) year term. The contract will commence on July 1, 2019.
 - b. The transportation provided shall be performed in compliance with the terms and conditions of the ensuing contract and the information contained in this request for proposal, including any attachments.
22. **Compensation:** For daily transportation, the District shall pay the contractor based on daily rate computations as agreed upon listed on the Schedule of Rates and Services form. The calculations will be made for public and non-public transportation and will be based on an estimated 180 day school year. Public or non-public days in excess of 180 days will be based on the daily rate. For the purpose of this calculation, all non-public school days will be combined to determine the total days over or under the estimated 180 days. The daily rate is based upon a run time of 4.5 hours; overages will be paid in increments of fifteen (15) minutes.
23. **Payment:** The contractor shall be paid monthly based upon submitted invoices for actual services provided. Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the contractor to the District's transportation department. All invoices for the school year must be received in the business office within thirty days after the end of the school year (June 30).
24. **Regulations and Compliance:** The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, and the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies, rules and regulations of the District.
25. **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 students. The contractor may contact the District to provide additional guidance in these matters. The District reserves the right to place its own personnel on these vehicles to assist the students for physical, emotional, or disciplinary reasons. If requested by District, Driver will be required to maintain a daily attendance log for each student eligible for Medicare/ACCESS student.
26. **Right to Contract with Others:** The District reserves the right to contract with parents, guardians, and others for the transportation of students.
27. **Supplemental Information:** Each responder is required to submit the following information along with its proposal:
- a. Client list comprised of Pennsylvania school districts, including the name of the school district, contact information, student enrollment, number of busses, number of bus routes, and years of service to that school district.
 - b. Proof that the contractor is financially solvent by submission of the contractor's three most recent annual financial statements.
 - c. List of any pending or previously resolved litigation to which the responder is a party.
 - d. Letters of reference from two (2) Pennsylvania school districts of comparable enrollment for which the responder has recently provided transportation services. The District will accept letters from school districts in other states as long as they are of comparable size.
 - e. The successful contractor must submit an affidavit providing three-year accident history, information regarding traffic violations and/or citations involved in the transportation of students, insurability, whether its bonds or contract have ever been revoked or prematurely terminated.
 - f. Written evidence must be provided at the time of submission of the proposal that the contractor owns or leases sufficient vehicles which meet the specifications outlined in this request that will enable the contractor to provide the services specified hereunder, or that such contractor has made qualified

arrangements to secure the necessary vehicles and will have such vehicles in its possession in order to timely comply with the services outlined. Written confirmation of timely availability of vehicles from a reputable dealer or manufacturer will suffice for the purposes of this provision.

- g. The contractor shall conduct a back-to-school meeting prior to the start of school, after confirming the meeting date with the District. The meeting will provide an opportunity for the District to meet with each of the contractor's employees assigned to the terminal as well as the bus drivers. The District's administrators and Transportation Department may be in attendance.
- h. The contractor will provide a safety-training program, developed with input from the Transportation Department, at no additional cost. The programs must be suitable for elementary students in two groups - kindergarten through second grade, and third through fifth grade. The contractor will provide the District with appropriate audio and visual aids to conduct the training.
- i. This request for proposal (RFP) and any addendums will be considered in its entirety as part of the contract between the contractor and the District.

28. **Other Relevant Information:** The Board reserves the right to consider all relevant and reasonable criteria in selecting the successful contractor, whether it is or is not expressed within this request for proposal.

29. **Award:** The School District of Lancaster will not be required to make an award entirely on the basis of the lowest dollar cost and reserve 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 District shall consider all matters arising out of this contract not specifically provided for therein.

The enclosed specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by the specifications are left for the contractor to address. It is important for the contractor to state any assumptions on which its proposal rests. The contract will be awarded to the best contractor as determined by the District.

It is appropriate to emphasize that the lowest contractor may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the contractor, the District will evaluate and score each proposal in accordance with, but not limited to, the categories presented below.

Category:

- a. District's direct experience with the contractor
- b. Contractor's direct experience in PA school transportation
- c. Experience of contractor's staff
- d. Contractor's references
- e. Contractor's maintenance program
- f. Contractor's hiring and retention program
- g. Contractor's driver safety and training program
- h. Contractor's student safety programs
- i. Contractor's safety equipment
- j. Contractor's financial standing
- k. Contractor's ability to handle additional work
- l. Contractor's insurance coverage and bonding
- m. Contractor's price

[END OF SECTION]

Section 7. PROPOSAL AND CONTRACT REQUIREMENTS

1. **Submission of Proposals:** Proposals, including all required, documentation, shall be submitted as outlined in Section 4. All proposals will be accepted electronically on, or before, 12:00 PM EST, Friday, October 19, 2018.
2. **Preparation of Proposals:** Any response that alters the documented specification must be indicated on a separate piece of paper and attached to the bid response packet. All signatures must be in blue ink.
3. **Conflicts or Discrepancies:** Should a proposer find conflicts or discrepancies in the RFP documents, or should there be uncertainty as to the meaning or intent of any part thereof, or should there be conflicts between the RFP documents or specifications and any applicable laws or regulations, the bidder must, not later than seven (7) days prior to the submission deadline, request clarification in writing from the District. Failure to request clarification shall constitute a waiver of any claim by the proposer for expense or damages incurred as a result of a later interpretation of the RFP documents or specifications by the District.
4. **References:** Contractor is required to submit a minimum of three (3) references with locations and point of contacts for which a scope of work, similar in nature, was performed. Contractor is required, to submit with its proposal, any third party participants/sub-contractors that will be performing on their behalf. Please note that insurance provisions will be applicable to any third-party participants/sub-contractors.
5. **Selection or Rejection of Proposals:** The District reserves the right to accept or reject any or all proposals or portion thereof and to waive informalities permitted by law. False, incomplete or unresponsive statements in connection with a proposal may be sufficient cause for its rejection. The District will consider the Applicant's prior experience, including past performance; personnel qualifications, including technical excellence; and management capability, including compliance with all state and statutory guidelines.
6. **Award Contract:** If any proposal is accepted, the contract(s) shall consist of this Request for Proposal, including all sections and attachments, the awarded vendor's completed proposal and response documentation, and all other completed attachments, along with any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to submission deadline. Additionally, the District's Master Agreement for Services (Appendix A) will be required by the awarded agency. In the case of differing or contradictory contract language, the language providing the greatest benefit to the District shall take precedence. The District reserves the right to accept or reject any bid in whole or in part and/or to select one or more items from any bid. The contract shall be interpreted, construed and given effect in all respects according to the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
7. **Insurance Requirements:** Contractor (and any subcontractor) shall obtain and maintain insurance as follows, unless waived in writing by the District:
 - a. **Automobile Liability:** Automobile Liability Insurance covering all owned, hired and non-owned vehicles in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - b. **Workers Compensation:** Workers Compensation Insurance, disability benefit and other social insurance as may be required by law.
 - c. **Comprehensive General Liability:** Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence with not more than \$1,000 per occurrence deductible or self-insurance retention.
 - d. **Excess (Umbrella) Liability:** Excess Liability coverage of \$1,000,000, unless waived by District.

Except for Workers Compensation Insurance, District shall be named as certificate holder and a primary, non-contributory additional insured under such insurance coverage.

Contractor shall submit insurance certificates ("Certificates") to School District evidencing required insurance coverage at the time of submission of this Agreement and at any other time(s) upon School District's reasonable request(s). Certificates evidencing the required insurance shall stipulate that School District shall receive thirty (30) days prior written notice of any change or cancellation in coverage. If Contractor or any subcontractor fails to carry any insurance required by this Section, Contractor shall protect, indemnify and hold harmless School

District in the same manner as if Contractor and/or such subcontractor had in full force and effect coverage in accordance with this Section.

Contractor shall comply with, and shall cause all subcontractors to comply with, all conditions of each insurance contract and all requirements of this Section.

8. **Indemnification:** In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the School District of Lancaster and their Boards of School Directors 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.
9. **Termination:** The District may terminate or cancel any awarded contract(s) at any time, with or without cause, by providing thirty (30) days advance written notice to the awarded vendor(s). If the awarded contract(s) is terminated in accordance with this paragraph, the awarded vendor(s) shall only be entitled to payment for goods or services delivered prior to the termination and not otherwise returned in accordance with the return policy of the awarded vendor(s). If the awarded vendor(s) was paid for goods not yet provided as of the date of termination, the awarded vendor(s) shall immediately refund such payment(s). If the District terminates any awarded contract(s) in accordance with this paragraph, the District shall retain all rights and remedies allowed by law.
10. **Default/Recourse:**
 - 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, co-curricular trips, and additional routes, the District may cancel the contract without prior notice and procure services elsewhere.
 - b. If the contractor fails to perform satisfactorily any of the transportation services required under the provisions of the 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. Additionally, if the District is able to obtain the transportation services elsewhere, the contractor shall be responsible to pay for any incremental cost incurred by the District beyond the rate established in the contract upon submission of an invoice by the District. If the District is unable to obtain the transportation services elsewhere, the contractor shall be responsible to pay an additional administrative cost of two hundred dollars (\$200.00) per day to be deducted from the next payment to the contractor.
11. **Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms:** The awarded vendor(s) shall comply with the requirements of 2 C.F.R. § 200.321, addressing contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. To that end, the awarded vendor(s) shall (i) place qualified small and minority businesses and women's business enterprises on solicitation lists; (ii) assure that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (iii) divide total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (iv) establish delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (v) use the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (vi) require that, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (i) through (v) of this Section 28.
12. **Debarment and Suspension:** Debarment and Suspension (Executive Orders 12549 and 12689). A contract award (see 2 CFR 180.220) must not be made to parties listed on the government-wide exclusions in the System for Award Management ("SAM"), in accordance with the Office of Management and Budget, more commonly

known as “OMB,” guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1966 Comp. p. 189) and 12689 (3 CFR Part 1989 Comp. p. 235), “Debarment and Suspension.” SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Bidder certifies that bidder is not currently listed on the government-wide exclusions in SAM, is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549. Awarded vendor(s) further agrees to notify the District immediately with pending purchases or seeking to purchase from awarded vendor(s) if awarded vendor(s) is later listed on the government-wide exclusions in SAM, or is debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority other than Executive Order 12549.

13. **Byrd Anti-Lobbying Amendment:** Byrd Anti-Lobbying Amendment (31 USC 1352). Vendors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC 1352. Each tier must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. As applicable, all bidders and awarded vendor(s) agree to file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 USC 1352).
14. **Right to Inventions Made Under a Contract or Agreement:** If District’s federal award meets the definition of “funding agreement” under 37 CFR 401.2(a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance or experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. The awarded vendor(s) agrees to comply with the above requirements when applicable.
15. **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 provide reason for termination upon written notice to the contractor.
16. **Standard Contract Conditions**
 - a. The contract shall be governed in all respects as to validity, the construction, capacity, performance, or otherwise by the laws of the Commonwealth of Pennsylvania. Exclusive venue and jurisdiction for resolution of any disputes shall be by non-jury trial in the Lancaster County, Pennsylvania, Court of Common Pleas.
 - b. Awarded Vendors providing services under a contract herewith assure District that they conform to the provisions of the Civil Rights Act of 1964, as amended.
 - c. District is tax-exempt. State Sales and Use Tax Certificate of Exemption form will be issued upon request.
 - d. Deliveries under the contract must be free of excise or transportation fees and taxes, except when such a fee or tax is included in the bid price and participants are not exempt from such levies.
 - e. The awarded vendor shall comply with all applicable federal, state and local laws and regulations pertaining to wages, hours and conditions of employment. In connection with awarded vendor’s performance of work under the contract, awarded vendor agrees not to discriminate against any employee(s) or applicant(s) for employment because of age, race, religious creed, sex, national origin, or handicap. Additionally, all applicable federal, state and local laws and regulations shall be deemed

part of the contract and specifications, and the awarded vendor shall be responsible for compliance therewith.

- f. Product Protection Guarantees. School districts have “automatic” product protection recourse against suppliers for product safety. According to federal regulations, the supplier whose name and address appear on the package is the responsible party. Awarded vendors are expected to take immediate action to correct any situation in which product integrity is violated.
 - g. Coupons. The awarded vendor(s) shall ensure all applicable coupons and rebate opportunities are made available to SDoL during the course of the contract term.
17. **Assignment:** The awarded vendor shall not assign the performance of the contract nor any portion thereof to any other person without written consent from the District.

[END OF SECTION]

ATTACHMENT A. FORM OF PROPOSAL

To: School District of Lancaster
Attn: Business Office
251 S. Prince Street, 3rd Floor
Lancaster, PA 17603

We, the undersigned, herewith propose and agree to furnish to the participants any item or items at the quoted price.

This proposal is subject to all the terms of the Request for Bids, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening, and we hereby agree to enter into a written contract to furnish such item(s), as may be awarded to us.

We understand that the School District of Lancaster reserves the right to reject any or all proposals or any portion thereof not deemed satisfactory, or to select single items from any bids.

The undersigned certifies to having read the Request for Proposal, including all sections and attachments, and any revisions, clarifications, error correction notices, and explanatory notes issued via addendum prior to bid opening and offers to furnish supplies and/or materials as specified to the District in exact accordance with these specifications and conditions at the prices stated on the attached forms and/or electronic bid submission.

Date: _____

Name of Company: _____

Name & Title of authorized Bidder (printed):

Address: _____

Telephone: _____ Fax: _____

Email: _____

Authorized Signature: _____

ATTACHMENT B. NON-COLLUSION AFFIDAVIT

Bid/RFP Number: _____

State of: _____

County of: _____

I state that I am _____ (title) of _____ (Name of 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 the 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 noncompetitive bid or other form of complementary bid.
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 noncompetitive bid.
5. _____ (Name of Firm), its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three 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 _____ (Name of Firm) understands and acknowledges that the above representations are material and important, and will be relied on by School District of Lancaster in awarding the contract(s) 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 School District of Lancaster of the true facts relating to the submission of bids for this contract.

Signature: _____

Name and Position: _____

SWORN TO AND SUBSCRIBED BEFORE ME

THIS ____ DAY OF _____, 20 ____

Notary Public

My Commission Expires: _____

ATTACHMENT C. ADDENDUM ACKNOWLEDGEMENT FORM

Indicate below your confirmation of all addendums received for the above aforementioned bid. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

We hereby confirm receipt of all addendums indicated below in response to RFP #3905 for Contracted School Bus Transportation.

ADDENDUM #1

Date_____

Signature_____

ADDENDUM #2

Date_____

Signature_____

ADDENDUM #3

Date_____

Signature_____

ATTACHMENT D. MINORITY BUSINESS ENTERPRISE TYPE

Indicate below if your organization is considered a minority business enterprise (MBE), as classified in Federal 2 C.F. R. 200.321. Additionally, indicate the MBE status of any suppliers or subcontractors which may be utilized in this proposal. This document will become part of the bid documents and will need to be submitted with the balance of bid documentation.

Vendor Name: _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Supplier or Subcontractor _____

- Minority-Owned
- Women-Owned
- Small Business
- Section 8A
- Disabled Veteran
- HUB

Date _____

Signature _____

ATTACHMENT E. REFERENCES

Provide three (3) recent references of similar size and requirements. Please include the following for each reference:

| Client Name: | |
|-------------------------|--|
| Contact Name: | |
| Contact Title: | |
| Contact Phone Number: | |
| Contact e-mail address: | |
| Contract Date: | |
| Description: | |

| Client Name: | |
|-------------------------|--|
| Contact Name: | |
| Contact Title: | |
| Contact Phone Number: | |
| Contact e-mail address: | |
| Contract Date: | |
| Description: | |

| Client Name: | |
|-------------------------|--|
| Contact Name: | |
| Contact Title: | |
| Contact Phone Number: | |
| Contact e-mail address: | |
| Contract Date: | |
| Description: | |

ATTACHMENT F. PRICING SHEET

Base Amount

Total proposed price for "daily runs" as listed on Schedule A:

| | <u>Option A</u> | <u>Option B</u> |
|--------------------|------------------------|------------------------|
| Year 1 (2019-2020) | \$ _____ | \$ _____ |
| Year 2 (2020-2021) | \$ _____ | \$ _____ |
| Year 3 (2021-2022) | \$ _____ | \$ _____ |
| <hr/> | | |
| Year 4 (2022-2023) | \$ _____ | \$ _____ |
| Year 5 (2023-2024) | \$ _____ | \$ _____ |

The additional amount charged to the District if stop arm cameras are required to be added to the surveillance system (buses only):

\$ _____ per bus

Comments:

Please explain on attached sheets any options you would like the District to consider that are outside the specific requirements of the project(s) as outlined in the RFP document and attach to this sheet.

SCHEDULE OF RATES AND SERVICES: OPTION A

| | YEAR 1 (2019-2020) | YEAR 2 (2020-2021) | YEAR 3 (2021-2022) | YEAR 4 (2022-2023) | YEAR 5 (2023-2024) |
|---|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|-------------------------------------|
| FULL SIZED BUS - 21 PASSENGER AND OVER (Quantity used for 18/19 school year: 51) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| MINI BUS - UP TO 20 PASSENGER (Quantity used for 18/19 school year: 38) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| VAN (Quantity used for 18/19 school year: 7) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| WHEEL CHAIR VAN (Quantity used for 18/19 school year: 1) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| WHEEL CHAIR BUS (Quantity used for 18/19 school year: 10) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| BUS FIELD/OTHER TRIPS | | | | | |
| Rate per Hour | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Minimum Houly Requirement | | | | | |
| VAN FIELD/OTHER TRIPS | | | | | |
| Rate per Hour | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Minimum Houly Requirement | | | | | |

SCHEDULE OF RATES AND SERVICES: OPTION B

| | YEAR 1 (2019-2020) | YEAR 2 (2020-2021) | YEAR 3 (2021-2022) | YEAR 4 (2022-2023) | YEAR 5 (2023-2024) |
|---|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| FULL SIZED BUS - 21 PASSENGER AND OVER (Quantity used for 18/19 school year: 51) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| MINI BUS - UP TO 20 PASSENGER (Quantity used for 18/19 school year: 38) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| VAN (Quantity used for 18/19 school year: 7) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| WHEEL CHAIR VAN (Quantity used for 18/19 school year: 1) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| WHEEL CHAIR BUS (Quantity used for 18/19 school year: 10) | | | | | |
| Daily Rate per Bus <i>Based on a 4.5 hour daily run</i> | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Aide Rate per hour | | | | | |
| BUS FIELD/OTHER TRIPS | | | | | |
| Rate per Hour | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Minimum Houly Requirement | | | | | |
| VAN FIELD/OTHER TRIPS | | | | | |
| Rate per Hour | | | | | |
| Additional Rate per Quarter Hour | | | | | |
| Minimum Houly Requirement | | | | | |