

**COMMODORE PERRY SCHOOL DISTRICT
REQUEST FOR PROPOSAL
FOR ATHLETIC TRANSPORTATION SERVICES**

ATTN: MICHELLE GOEHRING, BUSINESS MANAGER

3002 PERRY HIGHWAY

HADLEY, PA 16130

PROPOSALS DUE

MONDAY JUNE 27, 2021 12:00 P.M.

INVITATION TO PROPOSAL

The Commodore Perry School District is soliciting proposals for its athletic transportation for a one year (1) year period:

School Year 2021-20222

All proposals must be received by **Monday June 7, 2021 at 12:00 p.m.** Proposals should clearly indicate "**STUDENT ATHLETIC TRANSPORTATION SERVICES PROPOSAL**" on the outside of the envelope. Faxed or emailed proposals will not be accepted. Please submit sealed proposals to:

**Commodore Perry School District
3002 Perry Highway
Hadley, PA 16130
Attn: Michelle Goehring, Business Manager**

Tentative plans are for the Commodore Perry School Board of Directors to review the proposal and take action to award a contract at its next board meeting. The Commodore Perry School District Board of Education reserves the right to accept or reject any and/or all proposals or to accept the proposal that it finds, in its sole discretion, to be in the best interest of the school district.

GENERAL CONDITIONS

- 1. SCOPE OF CONTRACT.** The contractor shall furnish, operate, and maintain school buses for the transportation of pupils and other persons at such times and places as may be specified by the district. Such transportation may be within or without the District and on any day or days during the term of the contract.

- 2. TERM OF CONTRACT.** The term of the contract shall be for one (1) year. Beginning with the first scheduled sport for the 2019-2020 school year.

- 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 School District's Director of Transportation and Business Manager to ensure a safe and efficient transportation system.
 - b) Contractor will agree to make the supervisor and staff available to the School District for community related inquiries upon request and notice of the School District.
 - c) The contractor agrees to furnish such reports as may be required and at the times designated by the School District or its designated representative.
 - 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 School District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the contractor who employs the driver. The Parties agree such violations of policies and/or regulations by contractor's employees may, at the discretion of the School District Board of Directors, operate as cause for the termination of this Independent School Bus Contract Agreement for the transportation of school pupils.

- 5. DRIVERS/AIDES.**
 - 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. Copies of any and all medical waivers (for example diabetic or cardiac) prepared by the driver's physician must be submitted to the

District Transportation office. Any driver found to be required to have a medical waiver and have hidden that fact from the Contractor or the District, shall be removed immediately from the list of approved drivers.

- b) All drivers are also mandated reporters of child abuse. Contractor will ensure all drivers shall have had child abuse training as required by the Child Protective Services Law, including instruction on the District's child abuse procedures, prior to the driver having any direct contact with students.
- c) All Bus Drivers will have annual physical examinations at the expense of the driver or contractor. The contractor must provide the District copies of the physical examination reports or cards on or before the date of expiration. There are to be no lapses in physical renewals to include those that expire in the summer months.
- d) 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 Commodore Perry School District.
- e) The contractor will comply with a request by the School District to remove any school bus driver who, in the School District's opinion, is not qualified to operate a school bus or cannot properly control students or for any other legitimate reason. The driver will be removed from the route on a temporary basis to allow for investigation of the given situation, within three (3) business days the district will issue a final determination to the contractor in writing. The District retains the right to have any driver, after investigation, to be removed from the approved driver list.
- f) Contractor agrees to adopt policies and procedures that require their employees, who are providing services to the District and who have direct contact with children, to notify the contractor, in writing, within 72 hours of the occurrence, of an arrest or conviction required to be reported by Sections 111 and 111.1 of the Pennsylvania Public School Code and any other applicable law. Employees shall also be required to report to the contractor, within 72 hours of notification, that the employee has been listed as a perpetrator in the Statewide database in accordance with the Child Protective Services Law. If the contractor receives notice of such arrest or conviction notification that the employee has been listed a perpetrator in the Statewide database, from either the employee or a third party, the contractor shall immediately report, in writing, that information to the District through the Director of Transportation or Business Manager.

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 and Public Utility Commission 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 Pennsylvania Officials during the summer months. Cards, 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 vehicles as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles.
- 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 ensure the vehicle windows must be clean and clear and vehicle numbering must be visible at all times. The contractor shall 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 administrators of the Commodore Perry School District when requested.
- e) The School District retains the right to inspect the school buses and all other vehicles to insure safety compliance.

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 welfare of 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 School District. Bus conduct forms must be submitted to the building principal's office as soon as possible after an infraction. The principal/designee will notify the bus driver of the outcome of the review as soon as possible.
- e) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on "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.
- f) Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce Commodore Perry School District policies including the requirement that there is no smoking allowed at any time on school buses used in the School District. Refer to Board Policy - #523.
- g) In the event the School District would institute any additional safety standards for the transportation of students, the successful contractor agrees to install and/or implement such safety enhancements. Any additional costs will be the responsibility of the School

District. The District will retain ownership of any equipment paid for by the District at the termination of the Agreement. Contractor agrees to allow District to remove the equipment in that event.

9. PUPIL SUPERVISION.

- a) The School District delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with School District rules as contained in Appendix B and attached hereto. 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. Contractor shall take all reasonable precautionary measures to ensure the safety of the ejected student if such an emergency situation arises. Contractor must immediately contact the Transportation Director in the event any student voluntarily exits the bus or is ejected from the bus for safety reasons from the bus at a location other than the bus stop at which the student typically exits the bus. Bus conduct reports must be completed by the driver and given to the student's building administrator with a copy forwarded to the Transportation Director.
- b) 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.
- c) No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designed by the Superintendent or his/her designee. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

10. 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, any pertinent federal laws and the policies, rules and regulations of the Commodore Perry School District.

11. INDEPENDENT CONTRACTOR.

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

12. NON-TRANSFERABLE CONTRACT.

The contract shall not be transferred, subcontracted or assigned without the prior approval in writing of the Commodore Perry School District Board of Directors. Such approval shall not be unreasonably withheld.

13. FORFEITURE.

- a) If the contractor materially 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 School District may cancel the contract by written notice after providing 30 days to cure unsatisfactory performance and procure services elsewhere. The School District may in its sole discretion offset subsequent payments.

- b) If the contractor fails to perform satisfactorily any of the transportation services required under the provisions of the 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. Should the School District be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of any invoice by the School District, pay the additional cost to the School District of obtaining the transportation services above the contractual rate in effect between the contractor and the Commodore Perry School District. This paragraph is in effect and applies to any period of time during which contractor fails to perform satisfactorily the services required under this Agreement, including any 30 day cure period described in Paragraph(a) of this Section.

14. INSURANCE.

- a) The contractor agrees that, prior to the effective date of the contract, said contractor will file with the School District evidence of a General Liability Insurance Policy, in the amount of one million (\$1,000,000) each occurrence, two million (\$2,000,000) aggregate and an umbrella policy with a minimum of two million (\$2,000,000), issued by a company authorized by law to insure in Pennsylvania with an AM Best rating of A or better. The Certificate of Insurance should indicate that Commodore Perry School District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- b) The contractor will, at his expense and prior to the effective date of the contact, provide the Commodore Perry School District with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle in an amount not less one million each occurrence, two million aggregate and an umbrella policy with a minimum two million coverage. The Certificate of Insurance should indicate that Commodore Perry School District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- c) Worker's Compensation insurance, in accordance with statutory limits, will be required on all employees of the contractor who will be involved in any aspect of the operations in performing this contract with the School District. The Certificate of Insurance should indicate that Commodore Perry School District and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.
- d) These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the School District.

- e) Each party will immediately notify the other of any accident or condition which directly or tangentially impacts the contract, so as to handle potential problems on a timely basis, in the best interest of both parties.

15. 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 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 contractors, its agents or employees.

16. 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 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 School District and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the contract.

17. HUMAN RELATIONS ACT.

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1995 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.

18. CHANGES IN APPLICABLE LAW.

In the event there are any revisions under any applicable law, or the promulgation of any new Pennsylvania, federal or any other law or regulation pertaining to the transportation of students or any other aspect of this Agreement, the Parties agree to negotiate in good faith the effect that new or revised law has on the provision of services and payment for those services under this Agreement and shall revise this Agreement if necessary.

COMMODORE PERRY SCHOOL DISTRICT

Request for Proposal for Student Transportation Services

Response Form

(Return this form as the Cover Page of your Student Transportation Services Proposal)

Name of Contractor _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Web Site Address _____

The undersigned have carefully examined the Request For Proposal for Student Athletic Transportation Services in accordance with the specifications of the proposal and agree to furnish and perform the specified student transportation services for the Commodore Perry School District within the time limits specified for the amounts indicated below.

The Contractor acknowledges that the athletic schedules are subject to change. In addition, the softball schedule is based on the prior year, as it has not been developed yet for the 2020-2021 school year.

Name of Contractor _____

The Contractor agrees to provide student transportation services for the amounts quoted as follows. **May bid on one or all sports:**

<u>Sport</u>	<u>Rate</u>
Soccer	_____
Cross Country	_____
Boys' 7th and 8th Grade Basketball	_____
Girls' 7 th and 8 th Grade Basketball	_____
Boys' JV & Varsity Basketball	_____
Girls' JV & Varsity Basketball	_____

Wrestling _____

Softball _____

Track _____

Volleyball _____

Junior High Volleyball _____

Signature _____

Date _____