

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

**ATTN: MICHELLE GOEHRING, BUSINESS MANAGER**

**3002 PERRY HIGHWAY**

**HADLEY, PA 16130**

**PROPOSALS DUE**

**FRIDAY, MAY 6, 2022, 12:00 P.M.**

## **INVITATION TO PROPOSAL**

The Commodore Perry School District is soliciting proposals for its public transportation for the following five (5) year period:

**School Years 2022-23, 2023-24, 2024-2025, 2025-2026, 2026-2027**

All proposals must be received by **Friday, May 6, 2022 at 12:00 p.m.** Proposals should clearly indicate "**STUDENT 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 proposals and take action to award a contract at its regular meeting on May 16, 2022. 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.

**Commodore Perry School District has 7 buses and 1 van route. Contractors may bid on all 7 buses and 1 van or our current routes of 4 buses and 1 van in the North and 3 buses in the South. These are listed on the bid sheet.**

Please see our website [cpanthers.org](http://cpanthers.org) for the General Conditions and Bid Sheet.

## **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 five (5) years. Beginning with the first day of scheduled classes in the 2022-2023 school term and running continuously until the last day of classes in the 2026-2027 school term. Scheduled classes may be extended for make-up days due to weather, strikes, and/or other emergencies. Should the District extend the school year, additional days will be charged at the current contract rate. Notification to or by either party must be submitted in writing during the month of December 2026 of intent to terminate services completely at the close of the 2026-2027 school term.
  
- 3. METHODS OF PAYMENT**
  - a. **Payment Schedule.** Payments to the Contractor by the District for daily “to and from transportation” shall be made in nine (9) relatively equal installments. Payments shall be made by the 10th day of each month October through May and the final payment including the final reconciliation for the school year will be made by June 30th to comply with state reporting requirements. The District reserves the right to withhold payments until all required, monthly and annual documents are submitted.
  
  - b. This Agreement contemplates a minimum of 178 days of student attendance of the Commodore Perry School District (“school days”). If the actual number of days falls below 178 during a particular school year, the parties agree to renegotiate in good faith a sum that is relatively equal to 60% of the average daily charges if employees are unpaid for those particular days, or a sum that is relatively equal to 80% for all dedicated vehicles assigned, if the employees are paid their regular daily base rate.
  
  - c. The DISTRICT reserves the right to contract with parents, guardians, and others for the transportation of pupils for special circumstances if it is deemed in the best interest of the DISTRICT. The DISTRICT also reserves the right to use multiple contractors, and at its discretion can assign any routes to any vendor as it sees fit, but may not assign a material amount of the routes contracted hereunder, without appropriate compensation to CONTRACTOR unless the DISTRICT has terminated for good cause. In addition, the DISTRICT reserves the right to partner with other school districts and their bus contractors for the transportation of students. Furthermore, the DISTRICT reserves the right to contract for any type of transportation service not currently provided through the CONTRACTOR, i.e. coach buses. The DISTRICT shall extend first consideration to the CONTRACTOR for any additional services required.

- d. **Field Trips/Athletic Events** - In addition to servicing the regular routes, the CONTRACTOR will provide transportation services for special events, such as sporting events, field trips, etc. Such services will be paid under separate funding.
- e. Costs for additional services including field trips/athletic events runs will be billed separately at the end of each month using an itemized invoice. Invoices shall be itemized to include the bus number, the daily rate, and the number of days each vehicle made runs during the month and the total amount due. All invoices must be submitted by the 5th business day of the following month.

#### 4. FUEL

- a. The DISTRICT shall provide the motor fuel needed for the performance of the contract. The CONTRACTOR agrees to indemnify the DISTRICT from all penalties resulting from the mishandling of fuel.
- b. The CONTRACTOR agrees to cooperate and comply with any reasonable fuel savings program adopted by the DISTRICT, including bulk fuel purchasing, adjusting routes to improve efficiency, etc. The CONTRACTOR will provide the DISTRICT with a fuel commitment for the upcoming school year no later than February 1st, so that the District can obtain discounted fuel prices through a Fuel Consortium. The CONTRACTOR agrees to purchase the gallons of fuel committed and in the event that CONTRACTOR fails to take delivery of the fuel, the CONTRACTOR will be responsible for the cost of the undelivered fuel.
- c. The DISTRICT shall lease from CONTRACTOR its fuel storage tanks (located within 5 miles of 3002 Perry Highway, Hadley) at an annual lease cost of \$1.00. The CONTRACTOR shall be responsible for maintenance and insurance of the fuel storage tanks.
- d. The CONTRACTOR will provide a system which ensures that the fuel is only used by vehicles in service to the DISTRICT and safeguards the fuel from private/unauthorized use. Monthly fuel usage reports will be submitted by the CONTRACTOR to the DISTRICT (not later than ten (10) days after the month's end), which detail the type, amount, and card-to-vehicle number used for each time fuel was pumped.
- e. The fuel reconciliation process is as follows:

CONTRACTOR is allocated a maximum number of gallons of fuel annually based on an average of 7.5 miles per gallon per vehicle. (Base gallons)

Fuel allocation is increased or decreased with a formula (additional buses/field trips/athletic trips):  $\text{Number of actual miles} / 7.5 \text{ miles per gallon} = \text{Additional gallons per year}$ . Fuel utilized in excess of the established formula will be

reimbursed to the DISTRICT at the same average price per gallon for each type of fuel at the end of each school year.

- f. The CONTRACTOR will provide a certified tank and dispensing system capable of holding a minimum of 8,000 gallons of diesel fuel and a certified tank and dispensing system capable of holding a minimum of 6,000 gallons of gasoline. The CONTRACTOR will be responsible for maintaining all storage and dispensing equipment. Furthermore, the CONTRACTOR will provide Pollution Liability insurance coverage on said tanks. The CONTRACTOR shall be financially responsible for the cleanup of any spillage due to the negligence or willful misconduct of CONTRACTOR's employees.
- g. The CONTRACTOR also agrees that in the event alternative fuel sources become a viable economic alternative to diesel fuel, that the CONTRACTOR will meet with the DISTRICT representatives to determine if such alternative fuels financially benefit both parties. If it is mutually beneficial, the parties agree to permit alternative fuel vehicles to be added to the fleet.
- h. INDEPENDENT CONTRACTOR

## **5. INDEPENDENT CONTRACTOR**

It is understood that the CONTRACTOR is an independent CONTRACTOR and not an officer, agent or employee of the DISTRICT while engaged in carrying out and complying with any of the terms and conditions of the contract. Personnel furnished by CONTRACTOR to perform the functions specified in the contract shall be employees of 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 evaluations, necessary to carry out the terms of this Agreement.

## **6. INSURANCE.**

The CONTRACTOR will provide a certificate of insurance in the minimum amounts specified prior to the effective date of the Agreement. The certificate shall be issued by a company/companies legally authorized to conduct business in the Commonwealth of Pennsylvania and carrying a Best rating of A- or better. A certificate will be delivered to the Board Secretary on an annual basis each year thereafter. The DISTRICT shall be named additional insured on all policies except for the Worker's Compensation Policy.

- a) General Liability Insurance Policy
  - \$1,000,000 each occurrence
  - \$2,000,000 general aggregate
- b) Comprehensive Automobile Liability
  - \$1,000,000 combined single limit
- c) Umbrella coverage \$2,000,000

The CONTRACTOR shall also provide Sexual Misconduct and Molestation Insurance, with a minimum coverage of \$1,000,000. No such required policy shall contain a policy provision or an endorsement that excludes from coverage claims, injuries and/or damages arising out of, or in any way related to:

- a. sexual assault or molestation; or
- b. any other form of sexual abuse whether alleged to be actual, threatened or intended.

Each party will **immediately** notify the other of any accident or condition which arises out of or relates to the work performed by the CONTRACTOR on the DISTRICT'S business, so as to handle potential problems on a timely basis in the best interest of both parties. Initial contact may be verbal; however, a document account of all concerns, summary of related investigations, and corrective action taken (when applicable) will be shared via written document or e-mail between the CONTRACTOR and DISTRICT.

## **7. 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.

## **8. EQUIPMENT/VEHICLES**

- a) The contractor shall provide the district a list of all vehicles that will be used to transport students, listing their VIN number, model year, & make, by August 1 of the school year in which they will be used. Any substitutions of a vehicle lasting longer than 3 (three) school days shall be reported to the District. Any vehicles sold or taken out of service from the initial list shall be reported to the district.
- b) All vehicles designated for established routes in the DISTRICT must remain with the DISTRICT for the duration of the Contract or replaced with the same or newer model year as well as the same capacity or greater.
- c) 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.

- d) CONTRACTOR agrees to furnish the DISTRICT with the following information for each vehicle prior to the beginning of each school term: manufacturer of the chassis; manufacturer of the body; serial number of the chassis; age of the unit at the close of the preceding school term; the date of the most recent inspection of each vehicle; driver's name regularly assigned to the vehicle; the routes assigned to each vehicle; the names of the substitute drivers; the identifying number that is assigned to each vehicle and any other information the DISTRICT requires before, during, or after the school year in order to complete scheduled due dates for the state, federal or official forms for reimbursement or other purposes.
- e) The contractor is to provide sufficient spare vehicles as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles.
- f) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.
- g) 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.
- h) The School District retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- i) a. Odometer readings (mileage) for each vehicle used for pupil transportation shall be provided to the DISTRICT by the 15th of each month, starting with the first month of the school term to the last month of the school term. CONTRACTOR should maintain accurate and verifiable records of mileage data and fuel consumption for each vehicle and route. CONTRACTOR shall provide any other reports relating to the provision of transportation of pupils as may be reasonably requested by the DISTRICT.

## **9. 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.

## **10. 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. The Contractor agrees to provide the Director of Transportation with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to valid school bus driver licenses, physical examination cards, and criminal background checks, including but not limited to child abuse history, Pennsylvania criminal history and federal FBI clearances.
- 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.

## **11. DRIVERS/AIDES**

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

- a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation. 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) At the onset of this Agreement and prior to the start of any new or additional drivers, the CONTRACTOR shall furnish the DISTRICT with proper Certifications for all employees. Photocopies shall be provided by August 15<sup>th</sup> of each year for the following:

1. CDL or Class C Driver's License
2. CDL Endorsement Card, if applicable
3. Bus or Van Driver Physical Examination Form



4. DL-713 Certificate of Completion for a New Driver, if applicable
5. DL-714 Training Report Form, if applicable
6. DL-742 Medical Card, if applicable
7. DL-503, Motor Vehicle Report
8. ACT 34, Pennsylvania State Police Criminal Record Check
9. ACT 151, Child Abuse Clearance
10. ACT 114, FBI Fingerprint Report
11. Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
12. Act 126, Mandatory Training for Child Abuse Recognition & Reporting within 90 days of employment.

Or any other documentation as required by law

Failure to provide any of the above certifications/clearances shall be deemed to disqualify any driver from employment.

- 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) Drivers must comply with DISTRICT policies forbidding tobacco use and possession, including e-cigarette products such as vape pens, while on school property or on a bus. Appropriate clothing and professional appearance will be maintained at all times by drivers and the CONTRACTOR's staff.
- f) The CONTRACTOR shall pay drivers a competitive wage to help ensure there will be no driver shortages. CONTRACTOR will make every reasonable effort to recruit and employ drivers. CONTRACTOR shall not be penalized due to the lack of hired drivers or the resulting non-completion of routes, unless otherwise addressed in this contract.
- g) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of driver turnover be minimal.
- h) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the School District prior to their hiring by the contractor. The School 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.
- i) 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.

- j) 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.
- k) Drivers will be required to attend an orientation safety meeting prior to the opening of the school year. The DISTRICT has the right to schedule a mandatory safety meeting during the school year at its own discretion. Any cost involved with these safety meetings must be paid by the CONTRACTOR.
- l) Each driver is expected to remain with the bus at all times whether at a school building, at a school event location, or on the route.
- m) Each driver shall use the greatest care to ensure the safety of the children, prevent overcrowding, and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus conduct forms provided by the DISTRICT.
- n) Monitors will receive training comparable to that of bus drivers, which will be facilitated by the CONTRACTOR.
- o) In the hiring of employees for the performance of work under this Contract, the CONTRACTOR, or any person acting on behalf of the CONTRACTOR, shall not by reason of gender, race, creed, or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. The CONTRACTOR, or any person on their behalf, shall not 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.
- p) The provisions of the Pennsylvania Human Relations Act, (Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, Et. Seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors, and others. The CONTRACTOR shall agree to comply with the provisions of the Act as amended that is made part of this specification.

## **12. LICENSES.**

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

### **13. 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) All children riding on the buses must be transported to their designated stops.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- g) 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.
- h) 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 the District to remove the equipment in that event.

### **14. BUS ROUTES AND BUS STOPS**

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age of buses or vans used, and minimal empty mileage while also minimizing student ride time. All bus stops must be approved by the School District prior to utilization.
- b) Bus routes and bus stops shall be prepared by the contractor and approved by the Board of Directors and may be modified at the sole discretion of the School District. The contractor shall not deviate from the designated routes or stops except by prior written consent of the School District or in an emergency.
- c) In the case of an emergency, any deviation of established routes shall be reported promptly to the Transportation Office of the Commodore Perry School District.
- d) The contractor is required to submit monthly seating charts and route mileage readings, as well as annual stop-by-stop odometer readings for each route.

## **15. 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) Pupils shall be taken on and discharged from the bus only at designated stops and at the extreme right of the road or other location as designated by the District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child 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 passenger's belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school. Exceptions to this section include the transportation of driver instructors, supervisors, and aids.

## **16. STUDENTS WITH SPECIAL NEEDS**

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The School District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons. Any revision to the transportation assignment of a student who has been identified with a disability under IDEA, Section 504 of the Rehabilitation Act and any other applicable law shall be made by that student's multidisciplinary team, IEP team, Section 504 team or other authorized officials. Contractor and its drivers are expressly not authorized to make any decisions regarding the transportation of these students.

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

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

## **18. 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.

#### **19. 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.

#### **20. 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 the contractor fails to perform satisfactorily the services required under this Agreement, including any 30 day cure period described in Paragraph(a) of this Section.

#### **21. 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 are made part of this specification.

#### **22. 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 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 bus run descriptions provided are based on 2021-2022 school year information and are subject to change. The contractor further acknowledges that special education and homeless/foster transportation is fluid and additions/changes may be requested throughout the school year. As a result, the contractor agrees to make every effort to accommodate these changes.**

Name of Contractor \_\_\_\_\_

The Contractor agrees to provide daily to/from school student transportation services for the amounts quoted as follows:

<u>Run</u>	<u>Daily Rate</u>
All 7 buses and 1 van	_____
North 4 buses and 1 van	_____
South 3 buses	_____

Signature \_\_\_\_\_

Date \_\_\_\_\_