

AGREEMENT

THIS AGREEMENT, made effective as of July 1, 2017, by and between SOUTHERN LEHIGH SCHOOL DISTRICT, a school district of the third class organized and existing under the provisions of the Pennsylvania School Code of 1949, as amended, with a principal office located at 5775 Main Street, Center Valley, PA 18034 (hereinafter the "District"), and _____, a _____ [type of business entity], organized and existing under the laws of _____ [State], with a principal office located at _____ [address] (hereinafter the "Contractor").

WITNESSETH:

WHEREAS, the District has issued its Request for Proposal #2012-01 for Contracted School Bus Transportation (hereinafter the "Request for Proposal"), which Request for Proposal includes General Conditions of the Contract and Specifications attached thereto (hereinafter the "General Conditions" and "Specifications"), copies of said General Conditions and Specifications being attached hereto, made a part hereof, and marked Exhibits "A", "B", "C", "D" and "E".

WHEREAS, the Contactor has submitted its Proposal dated _____, 2012 (hereinafter the "Contractor's Reply Proposal"), in reply to the District's Request for Proposal, a copy of which Contractor's Reply Proposal being attached hereto, made a part hereof, and marked Exhibit "C"; and

WHEREAS, the District has awarded the contract to the Contractor and desires to enter into this Agreement for the Contractor to furnish Bus Transportation Services to the District during the period commencing July 1, 2012, through June 30, 2017, all in accordance with the terms, conditions, and provisions of this Agreement; and

WHEREAS, the Contactor has submitted its Extension Proposal dated February 22, 2017 (hereinafter the "Contractor's Extension Proposal"), a copy of which Contractor's Extension Proposal being attached hereto, made a part hereof, and marked Exhibit "D"; and

WHEREAS, the District has awarded the extension contract to the Contractor and desires to enter into this Agreement for the Contractor to furnish Bus Transportation Services to the District during the period commencing July 1, 2017, through June 30, 2022, all in accordance

with the terms, conditions, and provisions of this Agreement and Letter of Intent being attached hereto, made a part hereof, and marked Exhibit “E”; and

NOW, THEREFORE, based upon the foregoing recitals and for and in consideration of the mutual terms, covenants, and conditions herein contained, bound and governed by the requirements and provisions set forth in the District’s Request for Proposal, including the General Conditions and Specifications attached thereto, the Contractor’s Reply Proposal, the Extension Proposal and the Letter of Intent thereto, which documents are fully incorporated into this Agreement, except to the extent they may be modified in this Agreement, IT IS AGREED BY AND BETWEEN THE DISTRICT AND THE CONTRACTOR AS FOLLOWS:

1. SCOPE. Contractor shall, during the five (5) year period commencing on July 1, 2017, and ending on June 30, 2022, provide the bus transportation services to the District as set forth in the District’s Request for Proposal, General Conditions and Specifications, the Contractor’s Reply Proposal, the Extension Proposal and the Letter of Intent. In the event of any conflict between the District’s Request for Proposal, General Conditions and Specifications, and the Contractor’s Reply Proposal, the provisions of the District’s Request for Proposal, General Conditions and Specifications, shall control. The District shall generally use Contractor’s school bus services where the Contractor is able to provide adequate transportation vehicles for field trips, excursions, athletic activities, or other special events occurring on regular school days; PROVIDED, HOWEVER, the District reserves the right to hire other independent private contractors for such services. Nothing contained in this Agreement shall prevent the District from hiring other independent private contractors for purposes of transporting students to private, non-public schools within or outside of the District and to other public schools outside of the District. This Agreement may not be transferred or sublet.

2. COMPENSATION. Contractor shall be compensated for costs of performance on a monthly basis in accordance with the fixed pricing for specified services in accordance with the schedule of costs contained in Letter of Intent attached hereto and marked Exhibit “E.”

3. COMPLIANCE WITH LAWS AND REGULATIONS FOR SCHOOL BUSES AND VEHICLES AND SCHOOL BUS DRIVERS. Contractor shall fully comply with all applicable Federal, State, and local laws and regulations relating to the furnishing of pupil transportation by school districts, including but not limited to the provisions of the Public School Code of 1949, as amended, State Board of Education Regulations, 22 Pa Code Section 23.1 et seq., provisions of the PA Motor Vehicle Code, and the Regulations adopted by the Board and regulations of the Bureau of Motor Vehicles of the Department of Transportation of the Commonwealth of Pennsylvania (67 Pa Code, Chapters 71 and 171, relating to school bus drivers, school buses, and school vehicles).

4. PERSONNEL. For the purposes of this Agreement and its interpretation, it is agreed that the transportation of school children is an unusual and specialized function. It is the essence of this Agreement that students be transported to and from school regularly, promptly, safely, and without interruption or incident and that the interests of the children in such transportation shall take precedence over the interests of either the Contractor and its employees or the District. It shall be a primary obligation of the Contractor to perform the bus transportation services required under this Agreement so that the District will be assured of continuous and reliable services. It is recognized that, for the protection of children, drivers and all other persons coming into contact with students must be of stable personality and of the highest moral character. At all times during regular operations, a full time dispatcher must monitor the radio from the Contractor's terminal and the terminal manager must be available at the terminal. The District places upon the Contractor and the Contractor accepts responsibility for assuring that its personnel shall meet the standards of competence and character required to perform their duties under the provisions of this Agreement. The Contractor shall not knowingly allow any person to drive a school vehicle whose moral character is not of the highest level or whose conduct might in any way expose a child to any impropriety of work or conduct whatsoever, nor shall Contractor knowingly allow any person to drive a school vehicle who is not at the time in a condition of mental or emotional stability. The responsibility for hiring and discharging personnel with respect to the foregoing shall rest entirely upon the Contractor and the Contractor agrees that it shall enter into no agreement or arrangement, with any individual, group, or organization, which will in any way interfere with the Contractor's ability to comply with this requirement. Contractor shall respond in writing to all District referred parental or District employee concerns or complaints. If an answer is to be directed to a concerned individual, the Contractor shall provide information to the District on the resolution of the concern or complaint. The Contractor further agrees that the District shall have the right to request, which shall not be unreasonably denied, the suspension pending investigation and/or removal and/or reassignment of a particular employee of the Contractor from providing services to the District under this Agreement.

5. PERFORMANCE BOND. The Contractor shall provide to the District annually a Performance Bond in the amount of twenty-five percent (25%) of the costs of services to be provided by the Contractor to the District for the current year under this Agreement. By way of illustration, for the first year of the Agreement, the Performance Bond shall guarantee performance of 25% of the contract price set forth in the Contractor's Reply Proposal for year 1 commencing July 1, 2017, through June 30, 2018; for the second year, the Performance Bond shall guarantee 25% of the contract price set forth in the Contractor's Reply Proposal for year 2 commencing July 1, 2018, through June 30, 2019; and so on.

For the first year of the Agreement, the Contractor shall deliver the Performance Bond to the District no later than five (5) days following the date of execution of the Agreement, or, if the work is to be commenced prior thereto, the Contractor shall, prior to commencement of the work, submit evidence satisfactory to the District that such Performance Bond will be furnished. Annually thereafter, the Contractor shall deliver the required Performance Bond no later than five (5) days before the commencement of the start of the next year under the provisions of this Agreement.

The Contractor shall require the attorney-in-fact, who executes the required Performance Bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the Bond.

If any surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the Contractor shall immediately furnish and maintain an other surety, satisfactory to the District; and, if the Contractor fails to do so within five (5) days of written notice from the District, then the District may proceed to obtain such insurance or bond on its own behalf, in which case the Contractor shall reimburse to the District for all costs incurred of doing so, including, but not limited to, reasonable attorneys' fees.

6. CONTRACTOR'S INSURANCE. Contractor, at its own expense, shall procure, carry, and maintain on all of its operations for all and any ongoing work, Workers' Compensation and Employer's Liability insurance covering all of its employees; Commercial General Liability (CGL) insurance; Automotive Liability insurance; and Umbrella or Excess Liability insurance. Coverage limits shall be in accordance with the requirements listed below. Contractor shall name the District as an additional insured on Contractor's CGL insurance, Automotive Liability insurance, and Umbrella or Excess Liability insurance policies. It is understood and agreed that any insurance obtained by the District is deemed excess, non-contributory, and not co-primary to the coverages procured by the Contractor.

Contractor shall provide to the District prior to commencement of any work a Certificate from Contractor's insurance companies evidencing that such insurances are in force. All insurance coverages are to be provided by companies with an "A-" or better A.M. Best Co. rating.

Required Limits shall be:

Minimum Commercial General Liability Coverage (Occurrence Basis):

\$2,000,000 Products/Completed Operations Aggregate

\$2,000,000 General Aggregate
\$1,000,000 Any One Occurrence (Coverage A)
\$1,000,000 Any One Person or Organization (Coverage B)
Per Project General Aggregate

Minimum Automotive Liability Coverage:

\$1,000,000 Each Accident (written on a comprehensive basis)

Minimum Employers Liability Coverage (Part Two on the Workers' Compensation Policy):

\$100,000 Each Accident
\$100,000 Each Employee for Injury by Disease
\$500,000 Aggregate for Injury by Disease

Minimum Umbrella or Excess Liability Coverage:

\$20,000,000 Each Occurrence

Indemnification and Waiver of Subrogation: To the fullest extent permitted by law, Contractor shall defend, indemnify and hold harmless the District, its Board of Directors, Officers, Administrators, employees, representatives, agents (the "Indemnitees") from and against claims arising for bodily injury, including death, and property damage that may arise from the negligent acts or omissions of the Contractor, its employees, agents, subcontractors or anyone employed directly or indirectly by any of them in the performance of the work required by this Agreement. In any claim against any of the Indemnitees by any employee, agent, subcontractor or anyone employed directly or indirectly by any of them, the indemnification obligation under this provision shall not be limited by a limitation on the amount or type of damages, compensation, or benefits payable by or for such claimant under workers compensation acts, disability acts or other employee benefit acts. Contractor waives all rights of subrogation against the Indemnitees for recovery of damages to the extent these damages are covered by commercial general liability, automotive liability or workers compensation and employer's liability insurance maintained per requirements above.

7. DISCRIMINATION (62 PaCSA Section 3701). In the hiring of employees for performance of any work under this Agreement, no Contractor, subcontractor, or any person acting on behalf thereof shall by reason of gender, race, creed, or color, discriminate against any

citizen of Pennsylvania who is qualified and available to perform the work to which the employment relates. In the performance of any work under this Agreement, neither the Contractor nor any subcontractor employed by the Contractor, nor any person acting on behalf thereof, shall in any manner discriminate against or intimidate any employee hired, by reason of gender, race, creed, or color. In the event of any violation, this Agreement may be canceled or terminated by the District and all moneys due or to become due thereunder may be forfeited for a second or subsequent violation.

8. HUMAN RELATIONS ACT. Pursuant to the provisions of the Pennsylvania Human Relations Act, 43 P.S. Section 951 et seq., 16 Pa Code Chapter 49, certain practices or discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability by employers, employment agencies, labor organizations, contractors, and others are prohibited. Contractor agrees to comply with the provisions of the Act.

9. EMPLOYEE CLEARANCES. Prior to commencing work, Contractor shall furnish to the District evidence of current criminal background checks for all employees who may come into contact with students, including:

- Act 114 Federal (FBI) Fingerprint Criminal History Report. Only PA Dept of Education version accepted – <https://www.pa.cogentid.com>
- Act 151 PA Child Abuse History Clearance – obtain form at <http://www.dpw.state.pa.us>
- Act 34 Pennsylvania State Criminal History Record – <https://epatch.state.pa.us>

Clearances for all employees must be current, within less than 12 months. Contractor is also required to submit new clearances for each employee every three years.

10. HEALTH AND SAFETY. Contractor shall comply with the provisions of the Occupational Safety and Health Administration, Federal Act 91-596 of 12/29/70 and with any other safety and health regulations relating to the performance of services for the District under the Agreement.

11. PA RIGHT-TO-KNOW LAW REQUESTS. Contractor acknowledges that the District is subject to the provisions of the Pennsylvania Right-To-Know Law, 65 P.S. Section 67.101 et seq., pursuant to which the District is required to provide documents which are public records public upon request, which documents include this Agreement and any other public records relating thereto.

12. INDEPENDENT CONTRACTOR. Contractor acknowledges that for all purposes relating to Contractor's performance under the terms and provisions of this Agreement, the

Contractor is an independent contractor and not an employee or agent of the District and assumes all risks and responsibilities for losses of every description in connection with the services performed hereunder which can be attributed either directly or indirectly to the Contractor. The Contractor agrees to indemnify, defend, and hold harmless the District, its Board of Directors, Officers, administrators, staff, employees, representatives, and agents for or on account of any damages, property loss or personal injury, including death, and including the costs of litigation or legal counsel resulting from, but not limited to, the actions of the Contractor or the Contractor's employees, representatives, agents, or subcontractors, in fulfilling the terms of this Agreement, except to the extent such damages are caused by the negligent acts or omissions of the District, its employees, or agents.

13. NOTICE. Any notice which is required to be given under the terms and provisions of this Agreement shall be in writing and shall be given either by first class and/or certified mail, postage prepaid OR by via facsimile addressed to the other party with copies to others as indicated below at the following addresses, unless otherwise changed by written notice to the other party:

If to the School District:

Southern Lehigh School District
Attn: Superintendent
5775 Main Street
Center Valley, PA 18034

FAX: 610-282-0193

With copies to:

Southern Lehigh School District
Attn: Business Manager
5775 Main Street
Center Valley, PA 18034

FAX: 610-282-0193

SWEET | STEVENS | KATZ | WILLIAMS
Attn: Sharon W. Montanye
331 E. Butler Avenue
New Britain, PA 18901

If to the Contractor:

With copies to:

14. EXPIRATION OF AGREEMENT. This Agreement shall expire automatically on June 30, 2022, unless further renewed or extended by writing executed by both the District and the Contractor on or before October of the year preceding the date of expiration.

15. ENTIRE AGREEMENT. This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter contained herein. No statements, promises, modifications, or agreements not contained in this Agreement shall be valid or binding unless reduced to writing and executed by both parties hereto.

16. APPLICABLE LAW. This Agreement shall be governed by and construed in accordance with the provisions of the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF and intending to be legally bound hereby, the parties have caused these presents to be executed on their behalf on the dates set forth below.

Date: May ____, 2017

Attest:

Southern Lehigh School District

Board Secretary

By: _____
President

Date: May ____, 2017

Witness/Attest:

Contractor - [Name of Entity]

[Title]

By: _____
[Title]

EXHIBIT "A"

GENERAL CONDITIONS OF THE CONTRACT

GC.1. **DEFINITIONS**

The Contract Documents consist of the Notice to Contractors, Contractor's Proposal, Instructions to Contractors, General Conditions of the Contract, Specifications, Attachments and all addenda thereto. The Owner and the Contractor are as defined in the attached Instructions to Contractors. They are treated throughout the Contract Documents as if each were of the singular number and without identification of gender.

Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered mail to the last business address known to the party who gives the notice.

The term "Work" of the Contractor or Subcontractor includes labor or materials or both.

GC.2. **EXECUTION, CORRELATIONS AND INTENT OF DOCUMENTS**

The Contract Documents shall be signed in duplicate by the Owner and the Contractor.

The Contract Documents are complementary, and what is called for by any one shall be as binding as if called for by all. The intention of the documents is to include all labor and materials and equipment for the proper execution of the work. Materials or work described in words which so applied have a well-known technical or trade meaning shall be held to refer to such recognized standards. It is intended, that work not covered under any heading, section, branch, class, or trade of the specifications, shall be supplied, unless being necessary to produce the intended results.

GC.3. **COPIES FURNISHED**

Unless otherwise provided in the Contract Documents, the Contractor will be furnished, free of charge, all copies of drawings and specifications reasonably necessary for the execution of the work.

GC.4. **BUSES, EQUIPMENT, FUEL, EMPLOYEES**

Unless expressly provided otherwise, the Contractor shall be responsible to provide all buses, vans, or other required motor vehicles, fuel, terminal facilities, equipment, supplies, and employees necessary to perform the services required herein.

GC.5. **ROYALTIES AND PATENTS**

The Contractor shall pay all royalties and license fees. The Contractor shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof, except that the Owner shall be responsible for all such loss when a particular process or the product of a particular manufacturer or manufacturers is specified, but if the Contractor has information that the process or article specified is an infringement of a patent, the Contractor shall be responsible for such loss unless the

Contractor promptly gives such information to the Owner.

GC.6. COMPLIANCE WITH ALL LAWS AND PERMITS

The Contractor shall comply with all laws, ordinances, rules and regulations bearing on the performance of the work as required herein and shall obtain all permits and licenses as may be required therefore at Contractor's sole expense.

GC.7. COMPLIANCE WITH FEDERAL, STATE AND LOCAL LAWS

Attention of Contractors is called to the necessity of complying with all Federal, State and local laws and regulations including but not limited to the following: Federal Occupational Safety and Health Act of 1970 (O.S.H.A.); Architectural Barriers Act of 1968 and Section 504 of the Rehabilitation Act of 1973; PA Act 235 of 1965, as amended; Universal Accessibility Act, and Americans with Disabilities Act (ADA) of 1990.

GC.8. PROTECTION OF WORK AND PROPERTY

The Contractor shall indemnify and hold harmless the Owner, Southern Lehigh School District, its Board of Directors, Officers, Administrators and their agents and employees, from and against all claims, damages, losses and expenses, including attorneys' fees arising out of, or resulting from the performance of the work, provided that any such claim damage, loss or expense is (a) attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself) including the loss of use of such property resulting there from real or (b) caused in whole or in part by a negligent act or omission of the Contractor, any Subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable regardless of whether or not it is caused in part by a party indemnified hereunder. The Contractor shall include a rider in its insurance policies which shall provide for contractual liability covering the obligations to Owner, as provided in this paragraph (d) the Contractor shall take all necessary precautions for the safety of employees performing the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed.

GC.9. CHANGES IN THE WORK

The Owner, without invalidating the Contract, may order extra work or make changes by altering, adding to or deducting from the work, the contract sum being adjusted accordingly. All such work shall be executed under the conditions of the original Contract except that any claim for extension of time caused thereby shall be adjusted at the time of ordering such change. The value of any such extra work or change shall be determined by estimate.

GC.10. CONFORMING WORK

All work performed or managed must be of the highest quality and shall conform to all standards, safety guidelines as may be imposed by legitimate regulatory organizations, including governmental agencies and municipalities.

GC.11. CLAIMS FOR EXTRA COST

If the Contractor claims that any instructions, changes to scope, modifications or change in conditions that otherwise involve extra cost under this Contract, it shall give the Owner written notice thereof within a reasonable time after the receipt of such instructions, and in any event before proceeding to execute the work, except in emergency endangering life or property, and the procedure shall then be as provided for changes in the work. No claim shall be valid unless so made.

GC.12. THE OWNER'S RIGHT TO DO WORK

This paragraph has been intentionally deleted.

GC.13. OWNER'S RIGHT TO TERMINATE CONTRACT

If the Contractor fails to comply with any of the terms of the Agreement, the Owner reasonably determines it must fulfill its own transportation needs, or the Owner reasonably deems Contractor's service inadequate to meet Owner's needs, then the Owner shall notify Contractor in writing of the deficiency. Contractor shall respond within three (3) business days, unless a cure reasonably requires a longer period of time, in which case Contractor shall so notify the Owner and begin steps to remedy the problem within ten (10) business days. Contractor shall use reasonable efforts to cure said deficiency within thirty (30) days of notice from the Owner. In the event of three (3) such notices by the Owner to the Contractor involving general matters, i.e., unrelated to conduct of specific individual employees of the Contractor, within a period of six (6) months, regardless of any actions to cure by Contractor, the Owner shall be entitled to terminate the Agreement with thirty (30) days' written notice to the Contractor. Notwithstanding anything to the contrary contained hereinabove, the Owner shall be entitled to cancel the Agreement immediately upon notice to the Contractor in case of intentional breach, willful neglect, reckless and wanton conduct, or gross negligence on the part of the Contractor.

GC.14. PAYMENTS

Owner agrees to pay the Contractor on a monthly basis. Contractors shall invoice for the monthly payment including all supportive data. Billings for payment must be itemized and grouped by public and non-public. Sports trips are to be broken down by activity and by building. Activities, sports and field trips are to be billed by building. Supplementary trips will be invoiced and paid separately based upon the timeliness of invoices submitted by the Contractor to the Support Services Office. All invoices for the school year must be received by the Support Services Office by June 25th of that school year. Supplementary bills not submitted by that date shall be paid at the discretion of the Southern Lehigh School District.

GC.15. SUIT FOR BREACH

In the event of breach, Owner or Contractor may proceed to file a lawsuit for damages, specific performance, or other remedy available in equity or at law in a State or Federal court of competent jurisdiction located in

Lehigh County, Pennsylvania or in the Federal District of Eastern Pennsylvania, which the parties agree shall have exclusive jurisdiction and venue for purposes of any such lawsuit.

GC.16. **ASSIGNMENT**

Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of other, nor shall the Contractor assign any moneys due or to become due hereunder, without the previous written consent of the Owner.

GC.17. **MUTUAL RESPONSIBILITY OF CONTRACTORS**

This paragraph has been intentionally deleted.

GC.18. **DISPOSAL OF EXCESS AND WASTE MATERIALS**

Contractor shall be responsible to dispose waste materials, including unacceptable materials, oil, and parts, and shall legally dispose of it, off the Owner's property.

GC.19. **FEDERAL EXCISE AND PA SALES TAX**

The Owner is exempt from Federal Excise Taxes and Pennsylvania Sales Taxes, as a political subdivision of the Commonwealth of Pennsylvania. Net prices as shown in the proposal shall exclude such Federal and State Tax amounts.

GC.20. **CARE OF DATA**

The selected Contractor shall take all steps necessary to safeguard any data, files, reports, or other information from loss, destruction or erasure. Any costs or expenses of replacing, or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

GC.21. **ASSIGNMENTS AND SUBCONTRACTORS**

The Contract and services shall not be transferred or assigned in whole or part without written consent of the Owner.

GC.22. **ARBITRATION**

This paragraph has been intentionally deleted.

EXHIBIT “B”

SPECIFICATIONS

SP.1. **PRIMARY TRANSPORTATION**

Contractor is required to provide safe, effective and efficient transportation for approximately 3600 Southern Lehigh resident students to Southern Lehigh District schools as well as to public and non-public schools located both within the District boundaries and within the transportation coverage area as mandated by Act 372 of 1972 and other applicable Pennsylvania statutes. Such transportation shall be provided for each and every day that the designated schools are convened and in accordance with the bus routes and schedules prepared by the District and provided to the contractor or in accordance with each school's published calendar. See also Exhibit B for 2010-2011 Daily Routes.

SP.2. **AUXILIARY TRANSPORTATION**

During the duration of this agreement, the Contractor is further required to provide special additional transportation for all students and other authorized personnel as may be requested by the Owner, for field trips, excursions, athletic activities or other purposes authorized by the Owner. During such time as the additional transportation requires more resources than are available using the regular fleet and spare buses, the Contractor is obligated to find additional resources or vehicles to meet such needs.

SP.3. **EQUIPMENT**

Contractor shall provide and maintain all basic full service buses (currently 52 Full, 4 Mini, 1 Van) and functional spares / standby buses (7 required). All vehicles used by the Contractor should be maintained in sound mechanical condition at all times, must conform to the standards promulgated by the Bureau of Traffic Safety, Pennsylvania Department of Transportation, and any other appropriate regulatory authority, and must bear evidence of approval by the Bureau and proof of satisfactory inspection by the Pennsylvania State Police.

- The Contractor shall furnish daily interior cleaning of buses. Exterior washing shall be done at least once per month – September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. Vehicles must be open to examination by Owner representatives at all times. The Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus be used to transport students. The Contractor will keep on file the completed inspection sheets and submit copies on demand to Southern Lehigh School District Administration when requested.

- All school buses assigned to regular daily routes by the Contractor pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed six (6) years at any time. Per PA Code, Chapter 23, Age of a vehicle is determined by subtracting the year of manufacture of the chassis from the calendar year in which the school term of usage ends. Buses older than ten (10) years may be retained for use as spare buses, if designated as such at the start of the school year. Daily use of spare buses will be kept to a minimum and the Owner notified in writing or email when this occurs in excess of five (5) days.

- Full service buses may be used to accommodate early morning non-public collection, secondary, intermediate and elementary collection and take-home, kindergarten pickup or take-home, non-public take-home and field trips. Mini-buses or vans may be utilized to accommodate small load

conditions for any transportation application including field trips.

- All buses involved in providing scheduled transportation shall clearly identify the assigned bus number in visible block numbers either in an external display designed specifically to identify route/destination or by temporary signage clearly identifying same in the immediate vicinity of the loading door and a similar location on the obverse (driver) side and rear of the vehicle. All vehicles shall have SL following the bus number on the rear of the bus. Per state police recommendations, school buses should also display the bus number followed by SL on the roof in numbers of at least 12.75 inches and not more than 15 inches in height. Lettering should be in black reflective material and placed in a longitudinal column with the first digit beginning at the front and the last digit ending towards the rear of the school bus. See Exhibit J for diagram.
- Standby or spare buses may be utilized to meet Owner requests to temporarily fix route or overload conditions. Temporary assignment of a spare vehicle to a route or assignment that lasts three (3) days or less shall incur no additional charge to the Owner. Assignment of a spare vehicle to a dedicated or new run lasting four (04) days or longer will be charged at the following rate:

AM & PM	Full daily rate as per agreement
AM or PM only	½ daily rate as per agreement
- Contractor shall utilize and maintain its own two-way radio system on all of the buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with said radios. The radio system will remain the property of the Contractor and licensing renewal fees will be paid by the Contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The Contractor will, at their expense, install and maintain base-station radio(s) to provide for direct communication between the buses and the Contractor terminal. One base-station radio will be provided to the Owner to be used on an as-needed basis.
- Contractors will provide and install an audio / video recording device capable of receiving and recording audio and video for each bus under contract. For authorization, see Board Policy # 810.2 Bus Regulations.
- Contractor shall install Zonar or equal real time GPS fleet monitoring system on all vehicles and allow for Owner access to the system from Owner offices.
- All buses shall be equipped with electric engine block heaters for use during cold weather start-ups.

SP.4. **TERMINAL FACILITIES**

The starting point and the final destination of the vehicles affect the amount of reimbursement Southern Lehigh receives from the Commonwealth of Pennsylvania. The Contractor is required to provide an office and a terminal facility within the Owner's boundaries to minimize the miles vehicles travel without students. If a facility cannot be located within the Southern Lehigh School District boundaries, the Contractor would be responsible for the cost of the transportation from the Contractor's facility to the boundary of Southern Lehigh School District. The location of the terminal may also affect the level of service and response time in the event of weather related early dismissals or emergencies and will be taken into consideration for award of contract. The Contractor will reimburse the Owner any lost fuel costs resulting from a change in terminal location from the proposed location. Buses cannot be used for personal use or as a means of transport to the

driver's home unless the home or point of storage is closer to the route start than the bus terminal. All buses not being stored at the terminal shall be identified by the Contractor.

For proposal and confidentiality purposes the terminal location can be identified by name and address, or as a distance from the Southern Lehigh Administrative building, 5775 Main Street, Center Valley, PA 18034.

FUEL STORAGE AND COSTS

The Owner shall provide diesel fuel for the Contractor's use in providing student transportation services to the Owner. In order to provide the most cost effective operational cost for the Owner, the Contractor shall install and maintain appropriate sized (10,000 gallon) fuel storage tanks that are dedicated for and restricted to providing fuel for those vehicles directly engaged in transportation of Southern Lehigh School District students. Such tanks must be leased exclusively to the Owner for an annual lease fee of one dollar (\$1.00), thus permitting the Owner to purchase all fuel utilizing their municipal tax exemption. If Contractor installs smaller fuel tank, a credit of \$.20 per gallon shall be credited to the Owner to offset increased delivery costs. Contractor shall provide all fueling operations and maintenance as well as arranging fuel orders and product receipt and dispensing functions as appropriate. The Contractor is required to maintain a fuel usage log, by vehicle, for each year of service to the Owner. This log shall be forwarded to the Owner on a monthly basis for reconciliation to the number of gallons purchased. Gallons used and gallons purchased shall be in close proximity to one another. Significant discrepancies must be justified by the Contractor with supporting documents.

SP.5. PERSONNEL

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.

The Contractor shall permit contractor-owned or leased vehicles to be operated only by trained and competent drivers who hold valid Pennsylvania driver's licenses/applicable Commercial Drivers Licenses (CDL) with all appropriate endorsements for the vehicle that they operate.

- Contractor personnel and especially drivers are critical to safety and security on the buses as it relates to student conduct. Said drivers shall report all cases of student misbehavior on the forms provided and will aid in handling all disciplinary matters in strict accordance with District policy and existing law.
- All employees of the Contractor must meet the regulations and rules of the Pennsylvania Department of Education and Department of Transportation in regard to age, fitness, competence, conduct, licensing, driver history, pre-employment drug and alcohol screening, physical examination, TB testing, Pennsylvania and FBI criminal, child abuse and other clearances, random and causal and incident testing and continuing eligibility.
- Contractor shall provide Owner with a hard copy of all licenses, endorsements, criminal record investigation results and physical examination reports for each and every driver prior to assignment of the employee to a route or trip.
- In addition to providing staffing sufficient to meet all routine driving and maintenance needs, the Contractor shall provide a dedicated terminal manager and a dedicated dispatcher who shall not be regularly assigned to routine student transportation. Failure to have at least one manager or dispatcher in the terminal at all times may result in the imposition of a penalty of \$200 per occurrence.

- Contractor shall also employ an adequate number of substitute drivers to properly man all published routes. (Minimum 10% of regular staff).
- Contractor shall include a description of the contractor's program for driver selection and training.
- Contractor shall have policies and procedures in place to make sure staff and equipment is prepared for cold weather start up periods, especially after long weekends or holiday breaks.
- Contractor agrees that the Owner shall have the right to request, which shall not be unreasonable denied, the suspension, transfer or removal of an employee from Southern Lehigh School District.

SP.6. **ROUTING AND SCHEDULING**

The Owner currently uses Versa Trans school transportation software for bus routing and scheduling.

Bus routes are designed by the Owner to maximize the state transportation reimbursement formula including student ridership, age of bus, and minimal empty mileage while being mindful of student ride times. Proposals are requested to address two routing, scheduling and customer service options.

In the designation and selection of routes, the Owner and Contractor shall be limited to operation of equipment on highways, roads, and streets that are owned and maintained by the State, County, Township, City, Borough, or private streets maintained to municipal standards as set forth in any local subdivision and land development ordinances. Exceptions may be made by mutual agreement of the Owner and Contractor. All routes will be driven in accordance with published routes. Unauthorized deviations to the published routes will not be acceptable unless given prior approval or as emergency situation arises. Driver suggestions for improvement, feedback and notification of inconsistencies in route directions must be reported to the Owner as soon as possible. The reporting procedure will be to submit suggestions on a form or route sheet to the terminal manager or dispatcher, who will review and forward the suggestions to the Owner, when appropriate. The changes cannot be made without prior approval. Drivers must communicate changes to routes for ANY reason. The Contractor is responsible to spot check and verifies routes are being conducted in accordance with published routes. Failure to do so may constitute a breach of contract. Driver must have a current route sheet and roster with directions and students' names at all times. Each time a substitute driver is dispatched; the Contractor shall provide the driver with a current roster and updated driver directions.

2011-2017 ROUTES INCLUDE

- 41 Public Runs (37 Full Buses, 4 Mini Buses)
- 1 Van - Triad
- 15 Non-Public Runs (14 Full Buses, 1 Mini Bus)
- 14 Mid-day Runs

Contractor proposals should be based on the current number of routes currently established. Increases or decreases to the number of mid-day runs will need to be negotiated.

SP.6.1 Option 1: The Owner will perform all route design along with ongoing maintenance and point of

contact for the community. The Owner will provide the software (licenses), but the Contractor must provide a high speed internet connection, personal computer meeting minimum hardware requirements necessary to operate the software, and training for Contractor personnel at the expense of the Contractor. The terminal manager and dispatcher must be proficient in the operation.

The software is intended to be used on a day-to-day basis as a method of communicating all changes in student records and information, bus routes, and driving directions for the drivers. The Owner will make the Contractor an authorized user under its Versa Trans license.

Bus routing and scheduling will be completed by the Owner who shall provide such schedules to contractor in July. Contractor participation in planning and routing design is deemed an integral service to this contract and active contribution to these efforts by terminal personnel is critical to the success. Contractor is required to have each driver complete a "dry" run of each route with recommended changes submitted back to the Owner by the end of July. Owner must submit all revised routing to the Board for approval in early August.

The Contractors reporting procedure for route changes will be to submit suggestions on a form or route sheet to the terminal manager or dispatcher, who will review and forward the suggestions to the Owner, when appropriate. The changes cannot be made without prior approval. Drivers must communicate changes to routes for ANY reason. The Contractor is responsible to spot check and verify routes are being conducted in accordance with published routes. Failure to do so may constitute a breach of contract. Driver must have a current route sheet and roster with directions and students' names at all times. Each time a substitute driver is dispatched, the Contractor shall provide the driver with a current roster and updated driver directions.

- SP.6.2 Option 2: The Contractor will perform all route design along with ongoing maintenance and point of contact for the community. The terminal manager and dispatcher must be proficient in the operation of the software. Additionally, one back-up person must be proficient in the operation of the software. Training for Contractor personnel is at the expense of the Contractor. The software is intended to be used on a day-to-day basis as a method of tracking changes student records and information, bus routes, and driving directions for the drivers. **The Owner will provide the software (licenses) to the Contractor for all routing functions. The Owner shall not have user rights to alter any data being maintained by the Contractor.**

The Owner shall provide building assignments for Kindergarten students and building enrollment changes to the Contractor by July 1st of each year. The Owner will provide the Contractor information pertaining to enrolling students within 48 hours of the enrollment. For safety reasons there will be no changes to routes five (5) business days prior or five (5) days after the first day of school. The Contractor is required to have each driver complete a "dry" run of each route. All bus routing and scheduling will be completed by the Contractor who shall provide such schedules to Owner during the first week in August. Owner participation in planning and routing design is deemed integral to this contract and active contribution to these efforts by district staff is critical to the success. Owner must submit all routing to the Board for approval in early August.

The Owner will provide the Contractor all changes in a student's status. The Contractor shall make the appropriate changes within 48 hours and report to the Owner by email when complete.

Enrolled students that do not ride a bus for a period of 2 (two) weeks should remain assigned to the bus. The contract has the option to assign the student to the closest stop with regular riders to avoid excessive driving and facilitate the route. The students must be kept on a route to address emergencies and early dismissal.

The Contractor shall design routes to address early dismissal and alternate schedules.

VersaTrans is the preferred software. The Owner will generate all reports for bus cards, state subsidy and building level requests from a VersaTrans database. The Contractor may select routing software other than VersaTrans but the contractor will be required to **purchase all licenses** provide all reporting or training at the request of the Owner.

The transportation server and data will remain property of the Owner. All program updates will be coordinated with the Contractor. All data will be backed up on a daily basis and located in a secure location being maintained by the Owner.

SP.7. **SAFETY**

Contractor shall institute and administer a safety training program for all employees including an active driver safety program which shall include periodic meetings. Each driver shall be monitored annually by a driver supervisor for the purpose of observing their daily driving practices with respect to safety, mechanical operation and conformance to applicable laws and policies. Contractor shall conduct student safety instruction related to bus safety and conduct a minimum of two bus evacuation drills annually, with a written confirmation report as directed by the Owner and required by state law. Contractor shall play an active role in Student Bus Safety Week programs and provide vehicles and driver representatives for Kindergarten registration and orientation activities.

SP.8. **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 have an appropriate plan and personnel in place to inspect roads throughout the District when inclement weather is in the forecast that may affect the ability of the contractor to safely transport students to or from school. It is expected that morning road inspections are complete and an update / recommendation is given to appropriate district personnel no later than 4:20am in order to update Superintendent. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

SP.9. **RIGHT TO CONTRACT WITH OTHERS**

The Owner reserves the right to contract with parents, guardians, and others for the transportation of pupils as necessary.

SP.10. **INDEPENDENT CONTRACTOR**

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

SP.11. **SERVICE LEVELS AND PENALTIES**

The level of service provided is very important to Southern Lehigh School District. The Contractor must describe in detail the processes and procedures utilized to ensure that service levels are, at all times, maintained to the highest standards. This would include all types of services the Contractor is required to

provide, in addition to contingency plans in place for work stoppages. It is very important that the Contractor be able to maintain their regularly scheduled services even during peak use of auxiliary transportation such as field trips, athletic trips, etc.

In the event the Contractor fails to comply with any of the requirements for the provision of vehicle drivers, the Contractor may, in addition to not being paid for that run, pay a penalty of \$200 for each day of noncompliance.

In addition, without establishing limitations, the following infractions may result in the imposition of a penalty of \$100 per occurrence:

- A driver changing a route or stop without securing approval from the Owner, unless such change in routes or stop is the result of an emergency, in which case notice and securing of approval should be accomplished within five (5) working days after the event.
- A driver leaving the driver's seat while a vehicle is running.
- A driver leaving a vehicle unattended with students on board and keys in ignition.
- A driver failing to complete a route or being late for a run as the result of insufficient fuels.
- Contractor's failure to respond to a breakdown with a replacement vehicle within a reasonable period of time (30 minutes if breakdown occurs with the Southern Lehigh District boundaries).
- A driver not complying with School Bus / Diesel Vehicle Idling Policy # 810.7

A penalty of \$10,000 per occurrence shall be imposed on the Contractor when it is determined that a student has been left on an unattended vehicle due to the driver not following established contractor or school district policies.

SP.12. **CONTRACT AND TERMS**

The selected contractor will be expected to negotiate a standard agreement or contract for mutual approval of services. This RFP and all included provisions shall be included as an integral part of any such agreement or contract.

Contract shall commence on July 1, 2017, and shall continue in effect for a period of five (5) years until June 30, 2022 unless terminated in accordance with contractual provisions.

The Contract may be extended for additional years by mutual agreement of both parties. Such extension agreements must be completed by October 1 of the year preceding the expiration date.

SP.13. **LAWS AND REGULATIONS**

During the entire term of the Agreement, the Contractor shall strictly comply with all laws, rules, regulations, and policies of the Owner and/or Commonwealth of Pennsylvania affecting or regulating the transportation of

school children, school bus and school vehicle standards, and a bus driver qualifications and training, including but not limited to Federal Law and any Regulations issued there under, Pennsylvania Motor Vehicle Code, Penn DOT Regulations, Pennsylvania School Code, Regulations issued by the Pennsylvania Department of Education, Criminal History Background Checks, and any other applicable current or future laws or regulations pertaining thereto.

The Contractor is responsible for the completion of forms and contracts required by the State and shall provide all transportation, fuel usage and driver information within ten (10) working days of Owner request as required to comply with State and Owner requirements, including but not limited to those of the State Auditor General's Office. All Contractor records related to the topics included herein are subject to spot inspection and / or thorough review by the Owner. Annual PDE 1049 to be turned in to Owner, completed accurately and entirely prior to receiving final annual payment. Pre-year report required prior to beginning school activity certifying current CDL for drivers, driver roster, criminal record checks current, vehicle maintenance standards and vehicle conditions are in good standing, all required safety protocols are followed, and that vehicle information is accurate. The Owner retains the responsibility to file all state transportation reports.

EXHIBIT "C"
CONTRACTOR'S REPLY PROPOSAL

Attached

EXHIBIT "D"
CONTRACTOR'S EXTENSION PROPOSAL

Attached

EXHIBIT "E"
LETTER OF INTENT

Attached