

RIVERSIDE SCHOOL DISTRICT

REQUEST FOR PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION SPECIFICATIONS

Proposals to be opened:

AT: 1:00 P.M.

DATE: June 2, 2017

PLACE: Riverside School District
Business Office
300 Davis Street
Taylor, PA 18517

REQUEST FOR PROPOSAL TRANSPORTATION CONTRACT SPECIFICATIONS

Statement of Purpose

Transportation of School District (District) school children is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. The children's interest in transportation takes precedence over the interest of either the bidder and its drivers or the Board. The primary obligation of the bidder is to operate its affairs so the Board will be assured of continuous reliable service. For the protection of our children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The Board places and the bidder accept full responsibility of assuring such qualities in personnel. Therefore all required security clearances and background checks must be satisfactorily completed in accordance with law. Under the proposed service agreement, the Contractor will be responsible for all aspects of the proposed pupil transportation service subject to the approval of the District. As such, the Contractor must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal and accepting a contract, the Contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

A. INTRODUCTION

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

B. SUBMISSION DEADLINE AND REQUIREMENTS

The date and time for receipt of proposals is **June 2, 2017 at 12:00 pm**

1. Proposal Envelope: An envelope containing your Proposal must be addressed and delivered as follows:

Paul Brennan, Superintendent
Riverside School District
TRANSPORTATION REQUEST FOR PROPOSAL
300 Davis Street
Taylor, PA 18517

a. PROPOSAL FORMS

Each Contractor shall submit its Proposal using the Proposal Forms attached hereto as **Schedule "A"** along with any other information required by this RFP or deemed necessary and appropriate by the Contractor for evaluation of its Proposal.

b. PROPOSAL CHECKLIST

In addition to the Proposal Forms and any information required under this RFP, please attach copies of the following documents to your Proposal:

- i. Letter of Introduction of Contractor and Contractor's Background and Qualifications.
- ii. List of any and all Exceptions to this RFP.
- iii. List of K-12 school districts currently being serviced by the Contractor.
- iv. List of Contractor's References.
- v. Contractor's Verification of Addenda to the RFP, if any.
- vi. Contractor's Audited Financial Reports for most recent three (3) years or year-end financial statements for the most recent three (3) years.
- vii. Contractor's familiarity with Routing Software Programs.
- viii. Contractor's In-Service training and Staff Educational Programs.
- ix. Contractor's Proposal Bond.
- x. Contractor's Insurance Certificate(s).
- xi. Contractor's List of any and all Litigation or Regulatory Proceedings.
- xii. Non-Collusion Affidavit (**Schedule "F"**)

2. Late Proposals: Each contractor is responsible for submission of its Proposal. Proposals or Proposal revisions received after the date and time specified above, will not be accepted or considered. The School District is not liable for any delivery or postal delays.
3. Returned Proposals: All Proposals received after the date and time specified above, will be returned to the contractor unopened.
4. Signed Original Proposal: Each Proposal must be an original and hard copy, and signed by an authorized member of the contractor's firm. This member should be the highest-ranking officer at the local level. NO FAXED or EMAILED Proposals will be accepted. Each Contractor shall submit its Proposal using the Proposal Forms attached hereto as **Schedule "A"**.
5. Copies of Proposal: The contractor shall also submit with the signed original of its Proposal, eleven (11) complete copies of the signed original Proposal.
6. Opening of Proposals: Proposals will be opened June 2, 2017 at 1:00 p.m. EST in the School District Business Office located at 300 Davis Street, Taylor, PA 18517. Any interested parties may attend. No immediate decision will be rendered.
7. E-mail Clarifications: The School District will communicate with contractors via e-mail for all RFP clarifications and addenda.
8. Additional Requests for Clarification: Prospective contractors may request that the School District clarify information contained in this RFP by e-mailing Paul Brennan, Superintendent at pbrennan@riversidesd.com; Reba Destefano, Secretary at riverssd@riversidesd.com; and Joseph Surrige, Business Manager at jsurrige@riversidesd.com. All requests must be made via e-mail. The School District will provide an e-mail response with five (5) business days after receipt of such request. All bidders will receive a copy of the clarification. The School District will not respond to any request for clarification received after 12:00 noon on May 26, 2017.
9. Restrictions on Communication: From the issue date of the RFP until a contractor is selected and selection announced, a prospective contractor shall not communicate about the subject of the RFP or a contractor's Proposal with the School District, its Board of Education, any individual member, administrator, faculty, staff, students, or employees, except for site inspections, or additional Requests for Clarification in accordance with Paragraph 8 above.
10. Addenda to the RFP: If it becomes necessary to revise any part of the RFP, notice of the revision will be e-mailed in the form of an addendum to all parties. All addenda shall become a part of the RFP. Each contractor must in its Proposal, to avoid any miscommunication, acknowledge all addenda which it has received, but the failure of a contractor to receive, or acknowledge receipt of any addendum shall not relieve the contractor of the responsibility for complying with the terms thereof.
11. RFP Proposal Information Controlling: The school district intends that all contractors shall have equal access to information relative to the RFP, and that the RFP contains adequate

information. Part of the RFP preparation included discussions with certain prospective contractors. A prospective contractor noting any inconsistency between the information contained in the RFP and information previously provided to it should submit a Request for Clarification.

13. Finality of Decision: Any decision made by a School District, including the Contractor selection, shall be final.

14. Reservation of Rights: The school district reserves the right, in its sole discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The school district further reserves the right to waive any irregularity or informality in the RFP process or any Proposal, and the right to award the Contract to other than the contractor(s) submitting the lowest responsible Proposal. The school district reserves the right to request additional information from any or all contractors. The school district reserves the right to negotiate with the contractors concerning their Proposals.

15. Release of Claims: Each contractor by submitting its Proposal releases the School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor.

16. Contractor Bears Proposal Costs: A recipient of this RFP is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

17. Irrevocability of Proposals: All Proposals submitted shall not be withdrawn and shall be irrevocable for a minimum period of ninety (90) calendar days following the date and time for receipt of Proposals set forth above,

18. Collusive Bidding: The contractor certifies that their Proposal is made without any previous understanding, agreement or connection with any person, firm or corporation making a Proposal for the same project and is in all respects fair, without outside control, collusion, fraud or otherwise illegal action.

C. SCHOOL DISTRICT PROFILE AND OVERVIEW

Schools:

Riverside Elementary East School & Kreig Streets Moosic PA 18507	Riverside Elementary West 300 Davis Street Taylor PA 18517	Riverside Jr/Sr High School 310 Davis Street Taylor, PA 18517
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2016/2017 Enrollment - 1,490

Students Transported Daily - 2,298

Project increase/decrease in future enrollment +/- 50

D. OBJECTIVE OF RFP

The objective of this RFP is to offer experienced professional transportation management companies the opportunity to present a thoroughly detailed Proposal of their expertise and qualifications to the School District. The Proposal will detail the contractor’s experience and expertise in assisting school districts of similar size and scope as the School District with their student transportation outsourcing process.

The School District will select the Proposal, if any, that it deems most qualified to serve the best interest of the School District, in its sole discretion.

E. TERM

The contract will be awarded for a five (5) year term. The Contractor shall include pricing for all of the years requested, with the District determining the final length of the contract. The contract will commence on July 1, 2017. The District retains the option to extend the contract for additional years.

The transportation provided shall be performed in compliance with the terms and conditions of this Agreement and its attached Schedules and shall commence on the first day of classes as stipulated by the School Board, and shall run based on the calendar established by the District for each of the school years of the contract.

F. SELECTION TIMELINE

The District’s timeline for its selection process is:

Issuance of this RFP	April 24, 2017
Advertise	April 24, 2017
Deadline for written Requests for Clarifications	May 26, 2017
Deadline for Proposals	June 2, 2017 12:00 pm
School District’s award of Contract (estimate)	June 12, 2017
Implementation of Contract	July 1, 2017

PLEASE NOTE: The school district reserves the right, in its sole discretion, to change any or all portions of the above-identified selection timeline as it determines to be in its best interest.

G. GENERAL CONDITIONS

1. The District shall exercise sole judgment for the routes and schedules to be maintained by the Contractor.
2. The District is to be the sole judge as to whether the contract is being carried out with expedition and diligence, and whether the work is being done effectively and efficiently.
3. The Contractor agrees to furnish such reports as may be required by the District or Pennsylvania Department of Education.
4. The Contractor will furnish vehicles that conform to all applicable standards for school transportation vehicles to include the Bureau of Traffic Safety of the Pennsylvania Department of Transportation, Public Utility Commission, and Mass Transit Authorities as applicable to school buses. All school buses and other vehicles transporting students must undergo a semi-annual safety inspection as required by the Pennsylvania Vehicle Code. All vehicles must meet the current minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police. All vehicles must conform to the minimum standards of the laws of the Commonwealth, and will, at all times, be in good mechanical and sanitary condition.
5. No person other than eligible district students may be transported in a school vehicle except school representatives or riders approved by the District.
6. School vehicles shall not be loaded beyond the seating capacity as set forth in minimum standards. All other vehicles transporting school children under contract shall provide adequate seating for each student with no standing permitted. The Contractor will provide all special seating or car seats, if required.
7. If the Contractor fails to provide any of the transportation services required under the provisions of this contract, the Contractor shall not be paid for those days on which it fails to provide transportation services. If the District obtains such transportation services elsewhere, the Contractor shall be liable to the District for an amount equal to the cost to obtain transportation services above the contractual rate in effect between Contractor and District. In addition to any other amounts payable, the District may impose a noncompliance fee equivalent to the Contractor's daily rate for the year to cover additional administrative costs to the District if the Contractor fails to provide transportation services.

H. PAYMENT

The District agrees to pay the Contractor on a monthly basis based on actual services provided.

Payments for services rendered under the provisions of a Contract awarded hereunder will be made upon receipt of a proper itemized invoice. District and Contractor will meet prior to initiation of contract to develop an invoice form and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. The invoice must be accompanied by a detailed electronic worksheet that lists monthly trip information by vehicle including but not limited to route number, vehicle size, hours per day, daily rate, total days in service, early dismissal rate, number of early dismissals, detail of each dismissal, late runs, bus monitor daily rate and number of bus monitors, and other charges on a per bus basis.

The payment terms are net 45 days after acceptance of monthly billing details. Net terms for periods less than 45 days (i.e. net 30) may result in rejection of the proposal. Billing statements and invoices are to be submitted under the conditions as outlined by the Business Manager and/or his (her) designee.

No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage, except as otherwise noted herein. The cost of tolls should be submitted with the detailed monthly billing, and receipts must be attached. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

The Contractor(s) will maintain records during the term of the Contract(s) and for three (3) years thereafter of the daily services provided to the District on a route by route basis, and will submit such records upon request by the District for audit in support of each of the monthly invoices.

I. REGULATIONS AND COMPLIANCE

The Contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies, rules and regulations of the District.

J. INSURANCE

1. The Contractor agrees that, prior to the effective date of the contract, the Contractor will file with the District evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania. This policy shall be in effect for the duration of the contract in amounts not less than the amounts listed in **Schedule "B"**.
2. The Contractor will, at his expense, prior to the effective date of the contract, provide the District with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle in an amount not less than the amount as evidenced on the standard ACCORD Certificate of Insurance as per **Schedule "B"**. The Certificate of Insurance should indicate that the District and its Board of Directors are additionally

named insured on the policy that provided business automobile liability to the Contractor. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract.

3. 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 District.
4. Worker's Compensation insurance will be required on all employees of the Contractor who will be involved in any aspect of the operations contemplated by the contract with the District. Insurance coverage shall be issued by a company licensed to insure in Pennsylvania.
5. The certificate of insurance on the liability and workers compensation naming the District and its Board of Directors as additional insured must be forwarded to the school district prior to the commencement of all contracts.
6. Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the Contractor on school district business, so as to handle potential problems on a timely basis in the best interest of both parties.

K. INDEMNIFICATION

In addition to the insurance requirements included as part of the specifications, "The Contractor shall also defend, indemnify and hold harmless the 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 Contractor, it's agents or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the school district representatives with respect to the performance of the contract."

L. FAMILIARIZATION

The Contractor is required to examine the announcement, specifications, general instruction, exhibits and other contract documents and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work.

M. MANAGEMENT OF EMPLOYEES

Personnel furnished by the Contractor to perform the functions specified in the contract shall be employees of the Contractor. 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. 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.

N. DRIVERS

1. Drivers are subject to the direction and control of the Contractor in the performance of their duties and will be employees of the Contractor.
2. 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.
3. Drivers will have physical examinations provided at the expense of the driver or Contractor.
4. The Contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District before August 1 of the contract year. Contractor will require that each driver and bus monitor comply with all licensing regulations and other applicable requirements, including, without limitation, the criminal history verification as set forth in Section 1-111 of the Pennsylvania School Code (24 P.S 1-111, as amended from time to time), and Sections 6354- 6358 of the Welfare Code (23 Pa.C.S.6354-6358, as amended from time to time); Additionally, the Contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), Act 114 (FBI Fingerprint Report), Act 126 Safe Schools Training, and Commonwealth of Pennsylvania Sexual Misconduct Disclosure Release Act 168 of 2014 clearances to the School District for all personnel involved in the contract, including but not limited to all drivers, **before** drivers are allowed to transport students. It shall be the Contractor's obligation to comply in all respects with the provisions of the Child Protective Services Laws (CPSL) and the School Code with its drivers and other employees. Completion of required safety instructions; and compliance with yearly physical exams. All personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.
5. 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 District that the rate of driver turnover be minimal.
6. 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 District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional or disciplinary reasons.

7. The Contractor will comply with a request by the school district to remove any school bus driver, who, in the District's opinion, is not qualified to operate a school bus or cannot properly control students. The Contractor agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania and the Equal Employment Opportunity Commission.

8. 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. The Contractor is 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 District. In the case of any vehicle accident, with or without students, the driver is required to immediately undergo drug testing at the expense of the Contractor.

9. The Contractor must hold at least two (2) in-services per year addressing safety issues. Additionally, all drivers will participate in two (2) emergency evacuation drills of buses conducted by the District, the first to be conducted during the first week of the school term and the second during the month of March, and additional drills at such other times as the chief school administrator may require in accordance with the Pennsylvania School Code. The Contractor will provide drivers with prior training and instruction on participating in these drills.

10. It is encouraged that all drivers be trained in first aid and CPR.

11. When requested, all drivers must attend orientation meetings scheduled by the District.

12. The District has the right to review the records of and accept or reject any driver or prospective driver proposed to perform the work pursuant to this contract. A decision to reject a driver will not be deemed to be a decision to discharge the driver from employment with the Contractor, but will only be a decision to preclude a driver from driving a route with the District. All drivers, prior to driving a school bus for the District, will be cleared with the District.

13. The Contractor will also issue a three-ring Transportation Binder for each route at its own expense. This binder should be kept with the corresponding route at all times. It contains all the necessary information for both the AM and PM runs for that route and the required forms that each driver must complete and return to the District, i.e. Mileage/Fuel forms, Bus Conduct Forms, Evacuation Drill Procedures, etc. Copies of the information shall be supplied to the District at the expense of the Contractor.

O. CONTRACTOR/SUPERVISOR RESPONSIBILITIES

1. The Contractor will provide a qualified supervisor and staff of employees. The Contractor's supervisor shall cooperate fully with the District Superintendent and Business Manager to ensure a safe and efficient transportation system.

- a. The supervisor will be trained and experienced in the supervision of bus and van drivers, and will be provided with all of the necessary supplies and equipment to perform the expected duties by the Contractor.
 - b. The supervisor will provide daily, direct supervision and control of drivers and schedules whenever and wherever necessary (school grounds, bus stops, emergencies, etc.)
 - c. The supervisor will be responsible to change cameras on Contractor buses on a regular basis and provide the District with the recordings that are removed from those cameras. The District will provide media for these buses.
 - d. The supervisor will provide assistance to the District regarding routes and bus stops when necessary.
2. The Contractor will agree to make the supervisor and staff available to the District for community related inquiries upon request and notice of the District.
 3. The Contractor agrees to furnish such reports as may be required and at the times designated by the Board or its designated representative. The Contractor agrees to provide the District Superintendent 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.
 4. The Contractor is responsible for the behavior and actions of its employees, particularly with regard to adherence to the transportation policies and regulations of the 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. Such violations of policies and/or regulations may, at the option of the Board, operate as cause for the termination of a contract for the transportation of school pupils.
 5. The Contractor agrees to obtain directions to destinations for field trips and athletic trips at least twenty four (24) hours before the scheduled departure. Last minute contacts with the District seeking directions are unacceptable and will be limited to trips rescheduled due to the District's request.
 6. The Contractor shall supervise and direct the execution of the contract with the best possible skills and attention, and shall be solely responsible for the means, methods, and procedures for the successful and safe transportation of the students.
 7. The Contractor will work with the District Transportation Department in determining schedules and stops for all students (public, non-public, special needs, etc.), keep all schedules up to date, and report any changes to District.

8. The Contractor will report to, and work to resolve with, the appropriate school personnel all operation issues, i.e. emergencies, student discipline, complaints, etc.

9. The Contractor will consent and agree to audits of any and all financial records relating to the proposed Contract by the Riverside School District. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract, including but not limited to payroll records for drivers and monitors, may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records will be kept for a minimum of three (3) years following expiration of the Contract. The Contractor will also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

10. Contractor's Monthly Reports

The Contractor will deliver to the District its written report of operations on a monthly basis. Said report will include matters such as:

- a) Actual performance related to scheduled performance;
- b) Student discipline matters;
- c) Accidents reports when no students were on board, including driver name, bus number, time, location, and brief description;
- d) Specific driver and attendant training programs;
- e) Driver discipline matters and related documentation including additional classroom training, suspension notices, and other processes that would demonstrate to the District that proactive measures were in place to deal with performance issues;
- f) Complaints including name, date, time of complaint, reason, and resolution;
- g) Breakdowns including route number, bus number, time, cause, and description of service interruption;
- h) List of regular drivers "off" their routes, the length of time of the expected absence, and reasons;
- i) And other items related to the performance of the Contract. The Contractor and the District will meet prior to the beginning of each school year to finalize the information to be contained on this report.
- j) eTrans Report and/or any other similar report required by any state or federal authority.

Accidents:

In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. A written report involving a vehicle transporting one or more students must be provided to the School District within twenty four (24) hours for the accident. A complete accident report, in a format designated by the District, must be submitted to the District within seventy two (72) hours of the accident. Should information not be available within this reporting mandate to allow the submission of a complete accident report, the Contractor will provide specific notice to the District of the status of the review, the nature of the information that is yet to be gathered, and a timeline for submission of the mandated report. Contractor must also comply with all Federal, Commonwealth, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

Student Discipline Matters:

In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor will immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor will follow the discipline operating procedures as defined by the District.

Drivers will report all cases of student misbehavior on vehicles to the Contractor supervisor on the same day of the incident and will complete a student referral form and submit it to the appropriate school within twenty four (24) hours. When an incident occurs, and when requested by the District, the Contractor will provide the digital camera output to the School District's Transportation Office within twenty four (24) hours. In accordance with District policy, the Contractor will not review the camera output before it is supplied to the District. The Contractor and drivers will handle all disciplinary matters and camera output in strict accordance with the School District's policies and guidelines, and consistent with applicable Commonwealth Regulations.

Violation of good conduct, and improper behavior on the part of students, will be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and monitors maintain good order on the school buses. Drivers and/or monitors may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. If required, failure to attend may cause of the District's certification (approval) of any driver or monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or monitors will be borne by the Contractor.

Student Counts:

The Contractor is required to provide monthly surveys, properly completed for each bus route. Surveys will include mileage and student load counts, and will be compiled on survey sheets that will be provided by the School District to the Contractor on or before the 1st day of each month. Original surveys are to be sent or delivered to the District no later than the 15th of each month, September through May of each school year. Two detailed surveys, identifying all stops and

schools, will be done in September and March, with short surveys completed in all other months. In all cases the information will be in the format as determined by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.

P. INDEPENDENT CONTRACTOR

The relationship of the Contractor with the District is as an independent contractor. It is understood that the Contractor and its individual employees who will be performing the work pursuant to this contract are not employees of the district and are not entitled to the benefits provided by the district to its employees, including but not limited to group insurance, state pension plan enrollment, vacation, leaves of absence, workers' compensation insurance, or unemployment compensation insurance.

Q. NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior written approval of the District.

R. FORFEITURE

If the Contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, co-curricular trips, and additional routes, the District may cancel the contract without prior notice and procure services elsewhere. The District may in its sole discretion offset subsequent payments.

If the Contractor fails to perform satisfactorily any of the transportation services required under the provisions of proposal and contract, the Contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the District be able to obtain such transportation services elsewhere, the Contractor shall additionally be liable and, upon submission of an invoice by the District, pay to the District the additional cost to the District in obtaining the transportation services above the contractual rate in effect between the Contractor and the Board of School Directors. In the event the District should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the District, the Contractor shall pay to the District, in addition to any other accounts payable hereunder, additional administrative costs to the District in the amount of two hundred dollars (\$200.00) per day to be deducted from the next payment to the Contractor.

S. VEHICLES PROVIDED

1. The Contractor shall furnish vehicles which conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of August. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, and shall be in good mechanical and sanitary condition.

2. Vehicles must be provided to meet the needs of the District. It is understood that during the

term of this contract, rescheduling and rerouting of runs may result in the addition or a reduction in these numbers in order to meet the District current needs. The charges for these services will be adjusted accordingly.

3. All buses assigned to regular daily routes by the bidder pursuant to the contract shall have a chassis no older than ten (10) years with the average age of the fleet not to exceed five (5) years. The District prefers that two thirds of the buses be in the one (1) to three (3) year age category, if possible. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than five (5) years from the date of manufacture, Buses older than seven (7) years may be retained for use as spare buses, if designated by as such at the start of the school year. Daily use of spare buses will be kept to a minimum and the district notified in writing when this occurs. Proposers are required to provide with their Proposal, on **Schedule "C"**, the make, model, year, fuel type and seating capacity of each vehicle to be supplied during the initial year of the Contract. If vehicles are to be purchased to fulfill this contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal.

4. The Contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident damaged vehicles. The Contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic trips and co-curricular trips. The age of these buses may not be greater than ten (10) years old. Appropriate bus number must be displayed on replacement buses.

5. Contracted buses may be gasoline, diesel or alternative fuels (e.g. natural gas). The District is very interested in the benefits and features of utilizing alternative fuels in the student transportation program. To this end, the Proposer is requested to submit information in their proposal relative to services that they can provide which would include vehicles operating one or more recognized alternative fuels. This information should include, but not be limited to, operating benefits, vehicles to be included in alternative fuel program, fuel cost impact, maintenance considerations, operating improvements or limitations, Contractor's experience with alternative fuels, reliability information, environmental benefits, and any change that might impact the prices quoted for the standard transportation program.

6. All contracted buses are to be national school bus yellow, labeled in the front and rear of the vehicle with the words "School Bus" showing on the outside in accordance with the Pennsylvania department of Transportation regulations and other applicable laws and regulations. All buses shall be lettered on both sides as "Riverside School District" with five (5") inch letters and are to be number, according to District choice, with black decals/paint, visible by placement on the left front corner, right front corner, and on the rear of the bus. Numbers must correspond with those listed on the District's PDE report for transportation services. Inside signage must also be provided by the Contractor as required to satisfy the requirements of the law.

7. Buses must be equipped with a front-crossing control arm and a side-stop signal arm that are automatically activated whenever a bus stops with red visual signals in use in accordance with the Pennsylvania Vehicle Code.

8. TWO-WAY RADIOS

a. Each contracted vehicle (daily assigned vehicle and spare vehicles) shall have an operable two-way radio installed as part of this contract. The two-way radio shall be maintained at the expense of the Contractor. Any two-way radio that is not operating properly shall be repaired or replaced with an operable unit within two (2) working days. A portable unit should be utilized until said repairs can be completed.

b. Contractor shall provide seven (7) operable two-way radios to the District to be located as such:

1. Riverside Elementary East School Office;
2. Riverside Elementary West School Office;
3. Riverside High School Office;
4. Superintendent's Office;
5. Three (3) additional portable hand-held radios for District staff.

c. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract.

d. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The Contractor will install and maintain at its expense base station radio(s) to provide direct communication between the buses and Contractor.

9. AUDIO AND VIDEO MONITORS All buses shall be equipped with two (2) cameras per vehicle. Cameras must possess the ability to provide audio and video. Make and model of cameras must be approved by District. See attached **Schedule "D"** for required specifications. Alternate equipment must be approved by the District.

a. The Contractor is responsible of purchase, installation, as well as any and all maintenance of the cameras in its fleet.

b. The Contractor agrees to provide viewing/listening capabilities to the District.

c. The Contractor agrees to allow district administrators to view recordings and to provide requested recordings in a timely fashion. At no time shall a recording be tampered with or edited, nor shall the Contractor or District withhold findings from one another.

d. Video/Audio recordings are to be utilized for school district and/or contractor purposes. Recordings may be utilized for law enforcement proceedings as deemed necessary.

10. Contractor shall supply GPS for all vehicles.

11. Contractor shall supply an alternative bid amount to include buses with WIFI internet access for students transported.

12. The Contractor will own and operate a computerized routing system that will provide the District with the maximized state reimbursement of student transportation. The Contractor shall provide the District with route sheets, rosters and maps for each route approved by the District.

13. The Contractor agrees to provide vehicle maintenance on all buses, and vans utilized under the contract at its own cost.

14. The Contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month, September through June. 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 conditions may an unsafe bus be used to transport students. The Contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the District when requested.

15. The District retains the right to inspect the school buses and all other vehicles to insure safety compliance.

16. It is understood and agreed to by both parties that the Contractor when engaged in one (1) or two (2) hour delays for the start of classes will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running, within the confines of the idling law, so the alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, contractors will do short test runs to be sure that their vehicles can complete their routes.

17. 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 a minimum standards of the Bureau of Traffic Safety, Penn DOT, as promulgated from the Vehicle Code, or a reasonable speed for road conditions.

18. The Contractor is required to provide a terminal facility or vehicle storage area within the District's boundaries, unless otherwise previously approved by the School District.

19. Contractor must provide description (Manufacturer's No., Bus Chassis, Year of Manufacture, Approved Seating Capacity, etc.) of the vehicles that will be used at the start of each school year during the term of the contract.

T. BUS ROUTES

1. Bus routes and bus stops shall be approved by District and may be modified at the sole discretion of the District. The Contractor shall not deviate from the designated route or stops except by prior written consent of the District or in an emergency. In the case of an emergency, any deviation shall be reported promptly to the Superintendent's office of the District.

2. **Schedule "E"** lists the routes and their numbers, which serve the school district in 2016-2017.

3. An operating time schedule shall be provided by the District. This schedule shall designate the time and place of all bus stops, both morning and afternoon, and shall be carried in the bus and posted at the school. The time schedule may be modified by the District as occasion demands but only after due notice has been given to parents and operator. In addition, student rosters will be provided prior to the first day of the school year.

4. The District reserves the right to revise any and all routes to suit the education program at any time, and such revision shall be deemed an ordinary part of the contract. The District further reserves the right to add or delete bus routes.

5. Any special additional runs fifty (50) miles or less one way will be at the daily rate. Anything over fifty (50) miles one way will be at a negotiated price. In the event a negotiated price cannot be reached, the District has the right to contract with another vendor.

6. Field trips, athletic trips, extra-curricular and other similar types of trips are to be charged at an hourly rate and per mile rate.

U. PUPIL SUPERVISION

1. 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. Authorization shall not include corporal punishment, nor the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the District Superintendent, building administrator, or designee(s).

2. Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the 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 who may have alighted there from shall have reached a place of safety.

3. No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Superintendent or his designee. Nothing except passengers and their belonging shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

V. SAFETY PRECAUTIONS

1. 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. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles.

d. It shall be the duty of the driver to inspect the bus after returning to the terminal to ensure all students have exited the bus.

e. Each driver shall use all care to guard the children, prevent overcrowding and

maintain order in his/he bus at all times. Any child refusing to obey the driver shall be reported on the bus conduct forms provided by the school district.

f. All children riding on the buses must be carried to their designated stops.

g. No school bus shall be loaded beyond the seating capacity as set forth in a minimum standard as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract shall provide adequate seating for each student, with no standees permitted.

h. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractor will enforce District policies including the requirement that there is no smoking allowed at any time on school buses used in the District.

i. In the event the District would institute any additional safety standards for the transportation of students, the Contractor agrees to install and/or implement such safety enhancements.

j. Superintendent or his designee shall immediately be contacted when a bus with children is involved in an accident. Said driver shall also contact 911 for the dispatch of emergency personnel.

W. SPECIAL NEEDS STUDENTS

Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons. Any equipment to accommodate these students shall be provided by the Contractor at its expense.

X. 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.

Y. FUEL

The Contractor shall purchase all necessary motor fuels for the performance of the contract(s). The Contractor will provide the District with the fuel necessary for the performance of the contracts as required by the District. The amount furnished will be limited to the amount actually used in the performance of the Contract with detailed usage information required from the Contractor. An alternate proposal must be submitted containing a price proposal that would include a fuel rate to include the District and Contractor sharing the cost of fuel on a 50/50 basis.

Z. PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a proposal bond or certified check in the amount of 10% of the first year's Calculated Proposal Amount for the contract. The Proposal Bond or certified check will be deposited with the Business Office of the District as a guarantee that the Contract will be signed and delivered by the Proposer, and in default thereof, the amount of such check or proposal bond will be retained for use of the Riverside School District as liquidated damages on account of such default.

AA. RIGHT TO CONTRACT WITH OTHERS

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

BB. NON-DISCRIMINATION PROVISION

The Contractor agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the Contractor hires in connection with all work performed on behalf of the District. The Contractor will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. The Contractor will supply all compliance reports required by the Pennsylvania Human Relations Commission. Failure to comply with all requirements of the Governor's Code of Fair Practice (June 6, 1983) and the regulations of the Pennsylvania Human Relations Commission shall constitute a substantial breach of this contract and reason for termination upon written notice to the Contractor.

CC. RIGHT TO MONEY

The Board believes and represents to Contractors that it has the right to enter a contract for transportation services. Nevertheless, in the event that right is challenged, the Board reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the District. In the event such modifications are unacceptable to the Contractor, such Contractor shall be released from any obligation to the District. The Board shall consider all matters arising out of this contract not specifically provided for therein.

Schedule “A”

Proposal Forms

REQUEST FOR PROPOSAL FOR STUDENT TRANSPORTATION SERVICES

DAILY RUN & EXTRACURRICULAR RATES INCLUSIVE OF FUEL

<u>Category</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
72 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20-29 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vans (9 pass.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kindergarten	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Aide	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Curricular Activities

Per Hour Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Mile Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Location of Depot: _____

Proposed by:

Contractor Name Authorized Signer Title Date

REQUEST FOR PROPOSAL FOR STUDENT TRANSPORTATION SERVICES

DAILY RUN & EXTRACURRICULAR RATES INCLUSIVE OF FUEL

and WIFI INTERNET ACCESS

<u>Category</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
72 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20-29 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vans (9 pass.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kindergarten	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Aide	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Curricular Activities

Per Hour Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Mile Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Location of Depot: _____

Proposed by:

Contractor Name Authorized Signer Title Date

**REQUEST FOR PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
DAILY RUN & EXTRACURRICULAR RATES WITH THE COST OF FUEL TO BE
SHARED EQUALLY (50/50) BETWEEN CONTRACTOR AND DISTRICT**

<u>Category</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
72 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20-29 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vans (9 pass.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kindergarten	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Aide	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Curricular Activities

Per Hour Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Mile Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Location of Depot: _____

Proposed by:

Contractor Name Authorized Signer Title Date

**REQUEST FOR PROPOSAL FOR STUDENT TRANSPORTATION SERVICES
DAILY RUN & EXTRACURRICULAR RATES WITH THE COST OF FUEL TO BE
SHARED EQUALLY (50/50) BETWEEN CONTRACTOR AND DISTRICT and**

WIFI INTERNET ACCESS

<u>Category</u>	<u>2017-2018</u>	<u>2018-2019</u>	<u>2019-2020</u>	<u>2020-2021</u>	<u>2021-2022</u>
72 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
48 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
30 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
20-29 Passenger	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
15 Passenger/Lift	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Vans (9 pass.)	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Kindergarten	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Aide	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Extra Curricular Activities

Per Hour Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Per Mile Rate	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Location of Depot: _____

Proposed by:

Contractor Name Authorized Signer Title Date

Proposer Information

Legal Name of Proposer Company: _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: _____

Corporate Seal Name of individual legally authorized to bind the Proposer to a contract
(Please print or type):

Signature of same individual stipulated directly above:

Date: _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 2017, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that she/ he resides at (give address) _____; that she/ he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that she/he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that she/he signed her/his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

Schedule "B"

Insurance

INSURANCE

Compliance with Insurance Requirements:

1. Enclosed with the proposal, the Proposer must include a certificate of insurance for claims arising out of or resulting from the Contractor's operations under the Contract or by anyone directly or indirectly employed by the Contractor or anyone for which the Contractor may be liable, signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this proposal will be met. The insurance carrier must be licensed to conduct business in Pennsylvania, and must be rated in the current edition of A.M. Best's *Insurance Guide* as a "A++VI, A+VII, A VIII, or AIX" carrier or better. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Proposer needed to secure multiple layers of coverage to meet the required limits.

2. The following Minimum insurance must be maintained in force during the term of the Contract by the Contractor at its own expense:

(a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is required. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the School District of Springfield Township and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply. Coverage should be at least equal to standard ISO CA 00 01 with no manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

(b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the Riverside School District and any of its public officials, agents and employees must be included. A waiver of subrogation in favor of the additional insured must apply.

(c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

(d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

(e) The Contractor will provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of at least: \$100,000 each accident; \$500,000 disease policy limit; and \$100,000 disease, each employee. A waiver of subrogation in favor of the Riverside School District and any of its public officials, agents and employees must be included.

(f) Disability Benefits coverage covering all employees in amounts as required by Pennsylvania law.

(g) Unemployment Insurance coverage covering all employees consistent with the requirements of Pennsylvania laws.

(h) Sexual misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the District, and any of their public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.

3. Said policy or policies will be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of School Directors of cancellation or content change. The District and/or its representatives retain the right to make inquiries to the Proposer, its agents or broker and insurer directly.

4. The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.

5. The Contractor will deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage will be provided to the Riverside School District no later than thirty (30) days prior to the start of each contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide binders in a timely manner will be considered a contract default consistent with the provisions of these specifications.

6. All insurance certificates will state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the District. It

will further state that a similar thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates will show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it will clearly state what, if any, coverage are excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

7. In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor will be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

Schedule “C”

Vehicle List

I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Proposer's Name:

Authorized Signature:

Make/Model	Year	Seating Capacity	Fuel Type

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Proposer, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

Schedule “D”

Video/Audio Recording Specifications

Bid Specifications for Riverside School District transportation video and audio recording

Interior Dome Cameras

Each vehicle will contain at least two (2) cameras

One directed toward the driver and the rest toward the riders

Key Features

- Available in variety of lens sizes: 2.5, 2.9, 3.6, 6.0, 8.0, 12.0 and 16 mm
- Includes infrared LEDs with two levels of intensity for improved night vision
- Local video out connector for quick set-up of field of view and focus
- Back light compensation (BLC) for improved image quality in back-lit conditions
- High fidelity microphone tone able audio recording
- Vandal-resistant metal housing to prevent tampering
- Mounting post available
- 3D rotating gimbal

Mechanical specifications

- The DVR must have an 18-gauge steel enclosure, powder painted finish with tamper-proof lock.
- The lock box and DVR are integrated with removable locking door for easy access to the DVR. Separate lock box is not acceptable.
- The door must have rounded edges for safety. Straight edges are not acceptable.
- The DVR must be attached to the low-profile mounting plate.
- The DVR must be capable of vertical, sideways, and horizontal mounting

Environmental Requirements

- The DVR must have a built-in fan (reversed to draw clean filtered air into DVR); Field-replaceable filter.
- The DVR must come standard with built-in internal heater.
- The DVR must have high and low temperature protection. The DVR power up but will not start recording until a safe internal temperature is reached.
- The DVR must have a Smart-Start power-up protection to prevent damage from voltage transients.
- The DVR must have a Smart-Temp power-up protection to not start recording until a safe internal temperature is reached.

Software Requirements

- The HD Reader Software must be able to save recordings in a proprietary EDS format as well as in a standard AVI format, which can be played back on a standard PC running Windows, Windows 7 or newer OS.
- The DVR firmware must be field upgradeable.

Warranty Requirements

- The DVR must have 3-year parts and labor warranty
- The Hard Drive must have 3-year parts and labor warranty.

Other Requirements

- Decoy systems must use live cameras

Video and Data Search Playback and Display Specifications

- Display modes: Single camera, quad
- Playback rate: 1x to 32x
- Search function: By tie and date or event, alarms, signals
- User interface: OSD with remote control, pointing device, web browser, viewing software suite
- On-screen display vehicle speed using optional GPS receiver
- On-screen display vehicle position, direction, and speed if equipped with optional GPS receiver
- On-screen voltage display
- On-screen time and date display
- On-Screen display of up to five functions (signals) including brake lights, stop lights, warning lights, turn signals, stop arm, wheelchair lift, etc.
- Automatic Daylight savings start/end dates and times setting must be configurable.

Electrical Specifications

- The DVR must have input voltage range from 8 VDC to 32 VDC
- The DVR must have Smart-Start power up protection to prevent damage from extreme environmental conditions and voltage transients.
- Back-up battery to save settings for 10 years

Remote Access Specifications

- The DVR must include Ethernet network port (RJ45) for connection to a Local Area Network (LAN) or wireless modem.
- The DVR must have multilevel user access control and must be password protected
- The DVR must support industrial Wi-Fi networking with (wireless bridge) or equivalent with roaming capability. Consumer grade wireless bridge is not acceptable.
- The DVR must have a temporary power button for operation and programming when bus is off.
- The DVR must have a programmable monitor output for quad view or toggle view of video.
- The DVR must have a front panel video output for easy setup and programming.
- The recorded video and audio can be transferred to a PC by means of the hot-swappable hard drive, USB flash drive, or wireless transmission via mobile (industrial wireless bridge) or equivalent.
- The DVR must be able to transfer recorded video and audio to a removable USB flash drive.

MOBILE VIDEO RECORDING SYSTEM

Digital Video Recording (DVR) System Specifications

The DVR must have:

- Record up to four (4) channels of video simultaneously, “switching” systems are not acceptable.
- Record four (4) channels of audio
- Capable of both vertical and horizontal mounting, including under-mount
- Support data storage on 2.5" mobile ruggedized hard drives
- Support data storage on 2.5" mobile ruggedized solid state drivers Hard disk capacity: Up to 1 TB * Solid state disk capacity: Up to 500 GB
- Hot-swappable and mounted in a removable, locking carrier
- Connect to a PC or laptop via a USB cable
- Offer a "One Touch Download" feature to download recordings with a single key press.
- Alarm settings and be programmable by recording resolution, frame rate, and quality per video channel
- Compression: H.264
- Primary Stream Recorded Resolution: Selectable 720 x 480, 720 x 240, or 360 x 240
- Recorded Quality Settings: 4 levels, adjustable for each channel
- Primary Stream Per Channel Recording Rate: 1 to 30 frames per second and adjustable for each channel
- Aggregate Recording Rate: 60 frames per second
- Second Stream Recorded Resolution: 360 x 240
- Second Stream Per Channel Recording Rate: 1 to 5 frames per second, adjustable for each channel
- Record 2 or 4 video channels with audio with premium image quality at 30 FPS per channel
- Dual streaming technology to record two information streams; one for hi-res playback and one for real-time viewing over a cellular network at 5 FPS per channel
- On-Screen display of up to 5 signals (alarms, braking, turns, etc.)
- Compact, integrated lock-box
- Built-in self-diagnostics
- Record vehicle speed and location and easily download footage with GPS and Wi-Fi-ready

DVR

- Panic and diagnostics buttons to indicate in incident or verify the system is functioning
- Must include Media Cartridge with Hard Drive and Hard Drive Reader
- Automatic repeat-record when hard drive is full (user selectable on/off)
- Configurable protected memory for alarms
- Programmable timer record settings with selectable frame rates and image quality
- Record vehicle voltage
- Record vehicle position, direction, and speed with an optional GPS receiver
- The DVR must record up to 5 functions (signals) including brake lights, stop lights, warning lights, turn signal, stop arm, wheelchair left, etc. (user programmable)
- DVR record Delay Off: 0-60 min (user selectable)
- DVR record Delay On: 0-60 min (user selectable)

Vehicle speed recording using optional speed harness; external speed conditioner NOT required.

Schedule “E”

2016-2017 Bus Schedules

Schedule “F”

Non-Collusion Affidavit

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name:

Business Address:

Telephone No. _____ Date of Proposal: _____

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;

2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

3. No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b. A proposal will not be considered for award nor will any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer will so state and will furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal will not be considered for award nor will any award be made unless the Riverside School District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

4. The proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive proposal.

5. The Proposer, its affiliates, subsidiaries, and officers directors and employees are not currently under investigation by any governmental agency and have not in the last four (4) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

6. The Proposer understands and acknowledges that the above representations are material and important, and will be relied on by the Riverside School District in awarding the contract(s) for which this proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the Riverside School District of the true facts relating to the submission of proposals for this contract.

Any proposal will be deemed to have been authorized by the board of directors of the Proposer, and such authorization will be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

Sworn to and Subscribed Before Me

On This _____ Day of _____, 2017.

Notary Public