



**REQUEST FOR PROPOSALS FOR TRANSPORTATION SERVICES TO PROVIDE DAILY STUDENT TRANSPORTATION FOR CHESTER UPLAND SCHOOL DISTRICT**

**Chester Upland School District seeks transportation services for a multi-year contract related to performing the Transportation of Students for the Chester Upland School District. This request for proposal (“RFP”) is issued pursuant to the Pennsylvania public school code of 1949.**

**The proposed schedule of events subject to the RFP is outlined below.**

**Deadline for Receipt of Proposal**

**Date: 05/06/2024**

**Notification of Award**

**Date: 06/10/2024**

**FOR  
Transportation Services District Wide**

**Bid # 042324.**

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The vendor shall submit two (2) signed original copies of the completed proposal and additional required documents in an envelope clearly marked “TRANSPORTATION RFP CUSD” to the Chester-Upland School District, 1350 Edgmont Ave. Chester, PA 19013

Proposals are due by 1:00 pm. – Monday, May 6, 2024  
Mail or deliver the proposal and required documents to the following address: Attention:  
Transportation Director, Douglas Hart – Chester-Upland School District  
Chester Upland School District  
1350 Edgmont Ave., Chester, PA 19013

**TENTATIVE TIME SCHEDULE**

1. Initial Review of Proposals: May 7, 2024

2. Finalist Interviews: June 7, 2024

Chester Upland School District  
1350 Edgmont Ave. Chester, PA 19013

**Chester Upland School District  
Transportation Services**

3. Contract Awarded by Receiver: June 10, 2024

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**Overview**

The Chester-Upland School District REQUEST FOR PROPOSALS CONTRACTED TRANSPORTATION SCOPE Chester-Upland School District (“School District”) is in Delaware County, and includes the City of Chester, The Borough of Upland Townships and Chester Township, PA.

The School District is governed by a board of 9 school Directors and Receiver who are citizens of the School District. The Superintendent, who is appointed by the Board and Receiver, is the chief administrative officer of the School District, with overall responsibility for all aspects of operations, including education and finance.

Under Pennsylvania Act 372, the School District provides transportation for its resident students and resident students that attend non-public schools located within the School District, and up to 10 miles beyond, for special education students requiring transportation and homeless students.

The scope of this Request for Proposals (“RFP”) is limited only to services identified in Schedule B. The entity submitting a Proposal (“Proposer”) understands that this RFP and/or subsequent contractual agreement between the successful Proposer and the School District (“Contract”) in no way grants exclusivity to provide any other transportation that is not specifically defined herein.

**STATEMENT OF PURPOSE:**

The transportation of School District students is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely, and without interruption or incident. The children’s interest in transportation takes precedence over the interest of either the Proposer or the School District and maintained throughout the life of the Contract.

The primary obligation of the Proposer or Provider of services is to operate its affairs so that the School District will be assured of continuous, reliable service.

For the protection of the School District’s students, drivers and all other persons coming in contact with the children must be of stable personality and mind and of the highest moral character. The School District places, and the Proposer accepts, the full responsibility of assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law and provided to the School District’s Director of Human Resources prior to commencing the performance of any services for the School District.

## **Chester Upland School District Transportation Services**

Under the proposed Contract, the successful Proposer (“Contractor”) will be responsible for all aspects of pupil transportation service defined herein, subject to the approval of the School District. By submitting a Proposal and accepting a Contract, the Contractor represents that it possesses: management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to satisfactorily perform its contractual obligations.

### **PROPOSAL SUBMISSION REQUIREMENTS**

- a. Form of Proposal: Each Proposer shall submit its Proposal on the form provided in Schedule A, along with any required attachments and/or supplemental information required therein.
- b. Proposal Envelope: The envelope must also be addressed and delivered as follows: Chester-Upland School District, Attn: Transportation Director, Douglas Hart, 1350 Edgmont Ave. Chester, PA 19013
- c. All proposals must be delivered in a sealed envelope, no exceptions.
- d. Finality of Decision: Any decision made by the School District, including the Proposer selection, shall be final.
- e. Reservation of Rights: The School District reserves the right, in its sole and absolute 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 this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with one or more Proposers concerning their Proposals.
- f. Release of Claims: Each Proposer, by submitting its Proposal, releases the School District from all claims arising out of, and related to, this RFP process and selection of a Proposer.

a. **CHANGE IN SCOPE OF SERVICES:**

The following provisions shall apply in the event of any relevant reductions in service. This agreement anticipates a minimum of 180 operating days per school year. If the actual number of operating days falls below 180 days by more than five (5) days during any school year, the school district and contractor will agree to renegotiate in good faith the overall contract cost, rates and term for services rendered in accordance with the attached Schedule “B” addendum if such renegotiation is required by the school district and contractor. If both parties cannot reach an agreement, the parties may, at its choice, continue to operate with the same agreement at the original rates or both parties will mutually agree to terminate the agreement upon thirty (30) days written notice.

# **Chester Upland School District Transportation Services**

If the actual number of operating days falls below the contemplated minimum days and the School District does not provide sufficient notice in advance of the end of the applicable School District calendar year, the contractor will invoice the School District and the District agrees to pay the sum equal to a negotiable percentage not to exceed 20% of daily administrative cost of each day work is canceled.

If the School District cancels any work due to inclement weather, such as, but not limited to snow, ice, flooding, extreme cold or extreme heat or for other safety reasons similar to emergency situations and if the School District fails to operate a minimum of 180 days, the School District and Contractor will negotiate in good faith the amount of payment to the contractor for lost work not to exceed 20% of daily administrative cost of each day work is canceled..

The School District can/will refuse payment if the School District is in the midst or forced by any governmental agency or action, nationwide or legislative shutdowns due to a pandemics, plague, epidemics, or similar COVID-19 outbreak related to the health and safety of our stakeholders. The School District has the outright authority to renegotiate the cost, fees, and term of the contract, or in good faith negotiate a suitable payment for services for lost work not to exceed 20% of daily administrative cost of each day work is canceled.

## **PART ONE SCOPE OF WORK**

### **1.0 OVERVIEW**

The Chester Upland School District, hereinafter referred to as the “District”, intends to secure a source or sources to provide student transportation services as identified below, with prompt and reliable operations by the Contractor(s) throughout the district. The contractor has the option to occupy the District-owned terminal / depot located 249 Bridgewater Road, Brookhaven, PA 19015 and must present details of operations serving from that location, the terms and conditions of which shall be the subject of a Lease Agreement. The contractor is to assume all management responsibilities for transportation scheduling; routing, assignment and management of vehicles, qualified experienced drivers, on-board attendants, and monitors (as needed) on each bus. The contractor has the option to have management employees assigned to an office located within the bus garage located at 249 Bridgewater Road, Brookhaven, PA 19015 wherein all transportation logistic matters are to be handled. The district will be responsible for creating the routing for the contractor. If the contractor chooses to utilize the office space within the bus garage to perform administrative duties, all equipment (i.e., computers, printers, software etc.) will be provided by the contractor.

### **2.0 REQUEST**

Bidders are requested to submit quotations to provide transportation service for approximately 2616 Chester residents by bus, van, or other approved vehicle (see Part Two Sec.5 para.5.3) to and from school(s) on an as-required basis. Contractors are to propose pricing on a per vehicle per day basis for those days of service provided as required or approved by the District, with pricing to remain firm for a period of four (4) years, and may include one (1) option years. Prices are to remain firm and fixed during each school year. The operating area includes approximately 4.0 square miles of the City of Chester and up to ten (10) miles beyond the district limits. Certain routes designated as Special Education, included on the School List Report, will not have a distance limitation. See attached Route Summary Report attached hereto.

# **Chester Upland School District**

## **Transportation Services**

In the event funding is not allocated at any point during the life of the contract for these services; the district retains the right to cancel all services at its sole discretion. The district agrees to notify the Contractor in writing of such non-appropriation at the earliest possible time.

### 2.1 Proposed contract term

The awarded contract shall be for a base period beginning, July 1, 2024, to June 30, 2028, for a period of four (4) years, and may include one (1) option years.

### 2.2 Proposal Requirements and Format

This outlines the information that must be provided by the Contractor and the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, may be disqualified on that basis.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the School District to determine the Contractor's overall qualifications. Each Proposal shall also include any other information that the Contractor feels is significant with respect to the School District making an informed decision relative to the Proposal.

Any exceptions to the terms and conditions contained in this RFP, the form of Contract, or the form of Use Agreement (See Section 3.1 of this RFP and Attachments IV, V and XII for forms of agreements) or any other special considerations or conditions requested or required by the Contractor MUST be specifically enumerated by the Contractor and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions this RFP, the form of Contract the form of Use Agreement cannot be met. The selected Contractor(s) shall be required and expected to meet the RFP requirements as set forth in this RFP, the form of Contract, the form of Use Agreement in their entirety, except to the extent exceptions are expressly set forth in the Contractor's Proposal and those exceptions are expressly accepted by the School District. All Pricing factors must be clearly indicated in the Contractor's Proposal Forms provided as part of its Proposal.

Each Contractor shall submit its Proposal with firm pricing for a four (4) year term. Each Proposal shall include a transition plan/implementation schedule. Each Proposal must be submitted on the Proposal Forms attached to this RFP.

Additionally, each Proposal must include, at a minimum, the following:

- a. A cover letter, which will serve as an introduction of your company on business letterhead.
- b. The background and qualifications of the personnel who will be involved with the School District. Describe the chain of command and reporting relationships. Include a proposed organization chart. This organization chart must reference where a School District liaison, if any, would be placed.
- c. Exceptions, including explanations, to the RFP, the Contract, the Use Agreement.
- d. Detailed evidence that the Contractor is currently providing pupil transportation and bus maintenance services for other K-12 school districts. This should include school districts of similar size and scope as the School District.
- e. Describe any other similar public K-12 school districts in which your company has contracted to provide pupil transportation and bus maintenance services.
- f. Detailed evidence of on-site, in-district state-of-the-art computerized routing management experience and staffing that includes all facets of pupil transportation management and routing, and boundary planning.
- g. Evidence of successfully implementing and maintaining contemporary computer routing software programs. Include a description of qualifications for "in-house" staff dedicated to this critical area.

## **Chester Upland School District Transportation Services**

- h. Evidence of resources available for research and development needed to keep abreast of the changing technologies in pupil transportation management.
- i. Fully describe, and provide evidence and scope of, their formalized in-service training and educational programs for all employees, including management, staff, drivers, transportation aides and mechanics.
- j. Technical capability - Contractors must provide evidence of all aspects of their transportation services capabilities. These should include human resources services, computer systems and capabilities, training programs for management and non-management personnel.
- k. A Bid Bond in the amount equal to 10% of the 1st year total amount of the Contract.
- l. Evidence of the ability to provide adequate insurance coverage to protect the interests of themselves and the School District. Contractor must provide evidence of insurance in the amounts set forth in the Contract and/or the Use Agreement.
- m. Documentation of sufficient financial resources to provide pupil transportation and bus maintenance services for a School District of this size and complexity.
- n. Evidence of the Contractor's understanding and acknowledgement of the requirement to meet all regulatory laws, codes, and requirements of Local, State, and Federal law that apply to Pennsylvania public school districts, nonpublic schools and pupil transportation services.
- o. Describe any other resources to be provided by your company, not listed above, which would result in a safe and efficient pupil transportation system.
- p. References - Contractors must provide K-12 public school references, including contact name, address, phone number, fleet size, and scope of services.
- q. List all litigation or regulatory proceedings, for the past five years, within the Commonwealth of Pennsylvania, or if more than 85% of the Contractor's pupil transportation contracts are performed outside the Commonwealth of Pennsylvania, the State(s) where 85% or more of the Contractor's pupil transportation contracts are performed. These litigation and regulatory proceedings are to be limited to contract disputes and negligence actions for: (i) school districts in which the Contractor has been a party providing any type of pupil transportation services; (ii) supplies, equipment or services of the type which are the subject of the proposed Contract; (iii) noncompliance of the Contractor's supplies, equipment and services or the Contractor's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (iv) any suits whereby an employee of the Contractor was found to have mistreated pupils in any manner. Therefore, it is contemplated under this RFP that workers' compensation and unemployment proceedings are not to be deemed part of this requirement.
- r. List of any conviction for a criminal or civil offense that indicates a lack of business integrity or business honesty, including, without limitation: (1) conviction of a criminal offense as an incident to obtaining or attempting to obtain a public or private agreement or sub-contract or in the performance of such agreement or sub-contract; (2) conviction under Pennsylvania or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property; (3) conviction under Pennsylvania or federal antitrust statutes; and (4) any other offense to be so serious and compelling as to affect responsibility as a contractor of the School District. For the purpose of this section, an individual or entity shall be presumed to have control of a company or organization if the individual or entity directly or indirectly, or acting in concert with one or more individuals or entities, owns or controls 25 percent or more of its equity, or otherwise controls its management or policies.
- s. An audited financial report for the three (3) most recent fiscal years.
- t. A schedule indicating the wages and benefits to be offered to employees of Contractor; provided however, the pricing contained in a Contractor's Proposal must be based only on the wages and non-health related fringe benefits such as 401k plans, disability insurance etc., offered to the Contractor's employees.
- u. A letter setting forth its agreement to be bound with the terms and conditions of this RFP, and the Contract (and Use Agreement if applicable).
- v. Completed Proposal Forms provided herein as Attachment VI.
- w. The Familial Disclosure Affidavit attached hereto as Attachment VII and submit the same along with its Proposal.
- x. Non-Collusion Affidavit.



# **Chester Upland School District Transportation Services**

## 2.3 Evaluation of proposals

The District has the right to accept or reject all or any portion of any offer submitted, and to (or not to) make awards in the District's best interest. No bidder will be awarded contracts for routes that require a greater number of vehicles, drivers, and attendants that the bidder is able to certify as being available for use under any awarded contract (including a 10% reserve). All awards shall be made in the best interest of the School District and the decision of the School District shall be final.

Factors in the award determination shall include (but not be limited to) the following:

- a. Best overall cost to the District. (Which will include the cost of attendants where applicable). Cost to be evaluated based upon the average price over the entire proposed term.
- b. Quality of service previously provided to the District or other Districts in this area by the Contractors will be considered in the evaluation.
- c. Proposal should include two-way radios in the Contractor's vehicles, which will include District access.
- d. Proposal to accommodate route changes made by the District; Temporary ambulatory needs that arise and update student records within 48 hours of notice of change from the district.
- e. The proposal must include a verification system, such as "Child Check", to ensure that no child can be left on a vehicle at the end of a route.
- f. Buses by law are not permitted to idle for more than five minutes while waiting at the schools.
- g. Proposal of transition from the current provider to include ESY (Extended School Year) if needed and for SY (School Year) 24-27.
- h. The proposal must include bus safety drills and procedures for evacuations in accordance with applicable regulations. Safety equipment and on-board procedures to handle emergencies is required to be addressed by the proposal.
- i. Contractor's training program for drivers and attendants in student management.
- j. Proposal for operations from the depot / terminal location to include in-route problem / trouble resolution, communications systems, emergency procedures, coverage for absentees, dispatch procedures, missed stops, parental communications, change notices to schools, parents and District, labor relations and dispute resolution and other issues to clearly detail how the contractor will serve the District needs.

## **PART TWO - SPECIFIC CONTRACTUAL REQUIREMENTS**

### **1.0 MANAGEMENT SERVICES**

#### 1.1 Overall management practices.

The District will provide the contractor with details for ALL student transportation needs. The District will be required to make all the arrangements which will include appropriate scheduling for the student to be picked up and delivered from the residence of record to the appropriate school at the appropriate time with the appropriate provisions as stipulated by the District. The District will occasionally change the requirements for a student as the needs dictate and the contractor must make the necessary changes in a timely manner, generally within 24 – 72 hours of the notice. Students involved with split custody; court ordered arrangements may have alternating route schedules that the contractor must comply with. It is permissible for students to travel on different buses for the AM and PM routes if necessary.

#### 1.2 Daily updates

The contractor will be required to maintain daily interaction with the District on all matters influencing transportation services. This includes, but is not limited to, reports identified herein, recommended adjustments for school information, student data, route or times as required. The District updates the

## **Chester Upland School District Transportation Services**

student information with changes daily. The contractor will be given these updates as changes occur via facsimile or e-mail and changes are to be made within a timely manner.

### 1.3 Notification of route information

Upon any changes made, the District is to contact ALL parties involved that may include, at a minimum: Students; School Administrators; School Nurses; Parents; and Special Education Department. At the beginning of each school year, no later than the 3rd week of August, all routes should be completed and submitted to the District for student/parent notification.

### 1.4 School and Rider Contact information

The District will maintain accurate data from the school calendars of each school served throughout the life of any awarded contract. This includes, but not limited to: Start and ending times; early dismissal times and days; days the school is planned to be closed; holidays; school closing numbers; and emergency contact information from the school and for the students attending the school.

### 1.5 Develop efficient routes.

The District will be proficient in establishing routes. Routes in the District are to be organized within a sectional format (District will furnish initial layout to be followed). The routes must be multiple routes per trip and can include as many schools as can safely be operated in the times allotted for each school. The target maximum travel time for any student should be 45 minutes or less for in-district schools, and where possible, extra attention should be provided for students residing near the school of attendance. In areas of concentrated population for a particular school, routes are to be broken up to balance ridership and avoid buses dedicated to any socio-economic group.

### 1.6 Conflict resolution

The contractor will be responsible to provide resolutions to transportation conflicts within routes, with parents, schools, and District Administration. Unresolved conflict must be directed to the District Administrator within 24 hours of the incidence and a report generated to document the conflict, the offer to resolve and the outcome.

### 1.9 Telephone hotline

The contractor must maintain a transportation multi-line phone system hotline for callers. During heavy use, during school start-up periods, it is expected that the contractor will provide an additional 1-2 short-term employees who are expected to be able to answer route and student questions. The hours of service are 6:00 AM to 5:00 PM where there must be someone in the transportation office between those times to oversee the operation and answer phone inquiries. A log of ALL calls and responses must be kept for occasional review by the District.

### 1.10 Vehicle Assignment Identification

The contractor is to clearly mark trip / route information of each assigned vehicle so that it is clearly seen as the vehicle approaches a stop location. Vehicle ID numbers must be clearly visible from all sides of the vehicle. The District will provide bus route numbers to the contractor to be displayed on the outside front windows of both sides each vehicle.

### 1.11 Drivers, attendants, monitors

The contractor must be fully responsible for assigning drivers, attendants, and monitors. Labor relations and contractor policies will not interfere with the timely assignment of personnel to routed vehicles. Attendants are considered special assignment monitors and dedicated to Special Education or special needs students and therefore information related to them is to remain within confidential information.

### 1.12 Maintenance and vehicle service

The contractor is to provide routine vehicle maintenance and scheduled services. Service records must be kept and maintained on each vehicle and be available for the District to review for random inspection and as needed basis. ALL State and Federal laws governing inspections and repairs must be followed explicitly.

# **Chester Upland School District Transportation Services**

## 1.13 State Reports

The contractor will be responsible to produce and deliver to the District on a monthly basis all transportation information needed for reports required by the State of Pennsylvania. These reports are time sensitive documents and liquidated damages impact this clause.

## 1.14 School Vehicles

The fleet of school vehicles used for the transportation of students should be an average of ten years old with no vehicles older than twelve years old.

## 1.15 Vehicle Cleanliness

Each school vehicle will be broom swept at the end of each day and the exterior of the vehicle be washed once a month.

## 1.16 Attendance to Public Meetings

The contractor may be required to attend Public School Board meetings on an as-needed basis.

## **2.0 TRANSPORTATION SERVICES**

### 2.1 District Schools

Chester High School  
Design Thinking Digital Academy  
Toby Farms Intermediate School  
Stem at Showalter  
Edgmont Scholars Academy  
Chester Upland School for the Arts  
Main Street Elementary School  
Stetser Elementary School

### Chester Community Charter Schools

West Campus  
East Campus  
Aston Campus  
Upland Campus

### Non-Public Schools

Elwyn Davidson School  
The Christian Academy  
Delaware County Intermediate Unit  
Bonner Prendergast  
Cardinal O'Hara High School  
Cades  
Delaware County Christian School  
Drexel Neumann Academy  
Easter seals Delaware County

Holy Family Regional Catholic School  
LifeWorks School  
Notre Dame de Lourdes Catholic School  
Rose Tree Media School District

# **Chester Upland School District**

## **Transportation Services**

### 2.2 Out of District Schools

See attached listing.

### 2.4 Routine Pick-up / Delivery

Routine Pick-up / Delivery of students to and from school, approximately 32 routes covering 10 square miles – see attached reference route report. Note: Pick-up and delivery of students is limited to the in-district residence of record except for court order custody arrangements.

### 2.5 Early dismissals and delayed openings

Early dismissals and delayed openings for **ALL** schools. Note except for an emergency, early dismissals for schools will be limited to a number equal to what the Chester Upland School District provides to its schools. The District will provide Contractor with schedules for all public and non-public schools.

### 2.6 Services to special needs students

Services to special needs students attending in and out of district schools; each stop is a confidential house stop. Nothing in this proposal will limit the District's right to contract with outside transportation contractors should the situation warrant.

### 2.7 Job training

Services to special needs job training / occupational support.

### 2.8 Non-public services

Routine pick-up and delivery of students to and from non-public schools up to 20 schools, approximately 32 routes. The contractor is responsible to comply with individual school calendars / closing numbers and adjusting services accordingly. Note: Pick-up and delivery of students is limited to the in-district residence of record except for court order custody arrangements within the district. **In the case of an emergency requiring immediate area-wide transportation services, the contractor is to first provide service to the District schools and then to non-public and out of district schools.**

### 2.9 Sports and field trips

Sports and field trip support for day long trips pricing should be included but, in doing these trips, no regular school transportation will be delayed/interrupted.

### 2.10 Vehicle count

Current vehicle count is 32 plus specialized services for disabled children.

### 2.11 Student count

Current student count is for ALL schools w/ approximately 3,470 attending in-district schools. The township has minimal to 10% growth potential through the contract period – including option years.

### 2.12 Fuel

The District will have delivered Biodiesel No.2 or higher diesel fuel for vendors located at the bus garage. It is expected the vehicles provided for this contract will be able to operate on either Biodiesel No. 2 or higher diesel fuel, depending on which is provided. The contractor will pay for fuel consumed at rate provided by OPEC (Organization of the Petroleum Exporting Countries). Fuel spills, damage to the pumps, or environmental issues that arise because of the Contractor's negligence will be the responsibility of the Contractor to rectify and indemnify against. Both contractor and District will monitor fuel levels and call for refills as needed. (Current non-taxed cost is a variable rate established by OPEC).

Changes as required to the above or inclusion of omitted services from the above will be exercised at the sole discretion of the District.

### 2.13 Additional Services

Should additional services be required during the contract, the successful contractor will be required to provide this service at a cost equivalent to the rate quoted on the pricing page for the appropriate school year.

# **Chester Upland School District Transportation Services**

## **4.0 IDENTIFICATION BADGES AND CONDUCT**

All Contractor's employees must be issued identification badges to be prominently always worn and present a neat clean appearance as specified in Section Two para. 6.5.4

Attendants are expected to respond courteously and informatively to any questions from any administrator or other responsible authority concerning the circumstances of a route. Any requests from an administrator or other responsible authority, which conflicts with Contractor's policies, should immediately be referred to the attendants' supervisor. **The clause referencing driver performance and removal shall also apply to Contractor supplied attendants.** The District will, when required, require attendants on certain routes. In addition, the District at its discretion may require auxiliary attendants to the Contractor's location for use on Special Education routes when the regularly required attendant is absent.

## **5.0 AVAILABILITY OF EQUIPMENT AND PERSONNEL**

### 5.1 Equipment

All Bidders are required to certify the availability of appropriate equipment and enough drivers to staff all the vehicles it offers, as well as attendants, including reserves on the forms provided in Attachments 1, 2 and 2a. This certification will consist of two parts. First, the bidder must identify vehicles presently under his direct control ("Owned Vehicles") that are immediately available exclusively to the District. These vehicles must be identified by company vehicle number, model year, license number, VIN, manufacturer, and capacity. Second, the bidder may elect to offer vehicles which it will provide, should it be selected for awards exceeding its fleet of owned vehicles "Obtainable If Necessary". Such a bidder must submit as part of its offer a plan detailing how these additional vehicles will be obtained and financed. Bidders must submit the following information for driver staffing:

- a. Submit with the proposal a detailed plan of action, including timelines, for securing, selecting, training, and qualifying applicants.
- b. Identify by name, title, address, and telephone number, the management team.;
- c. Agree to provide the School District, beginning July 1, 2024,, weekly written updates on the progress being made in obtaining drivers, including the following information:
  - 1) number of applicants to date,
  - 2) number of physicals given,
  - 3) number of drivers scheduled for training,
  - 4) number of CDL drivers qualified to drive for Chester Upland School District.
- d. Commit to a completion of driver staffing schedule as follows:
  - Jul 15, 2024, 25%
  - Aug 1, 2024, 50%
  - Aug 15, 2024, 100%

### 5.2 Personnel

All Bidders (on Attachments 2 & 2a) shall identify drivers by name, driver training certification date, Social Security number, Pa. Driver License number, expiration date, and Physicians Certificate expiration date. Bidders shall identify attendants by name, training certification date, and Social Security number; Contractor may not list dispatchers, mechanics, etc. as drivers or attendants unless they in fact are available to operate a vehicle.

The bidder is cautioned that if selected, it may be required to provide every vehicle offered, whether from its fleet of "Owned Vehicles", or "Obtainable If Necessary" as well as every offered driver and attendant. A Bidders certification must include the availability of a reserve fleet, drivers, and attendants of ten % (or a minimum of one if applicable). These spare vehicles, drivers and attendants are to be available for the entire school year and used as substitutes for regularly assigned vehicles, drivers, or attendants which become

## **Chester Upland School District Transportation Services**

inoperable or unavailable. *Chronic failure to provide the required reserve of drivers, attendants and vehicles may result in the consideration of termination of the contract due to non-performance.*

Any successful bidder must, by Aug 15, 2024, on the forms provided in Attachments 1 & 2 & 2a hereto, submit to the District Administrative Office a complete list of vehicles, drivers, and attendants required to comply with the award, and shall identify each vehicle, driver, and attendant with the route to which they are assigned. By September 1, 2024, these lists must be re-certified and amended to reflect those vehicles, drivers and attendants set aside for the Chester Upland School District, and which routes are assigned to which vehicle, driver, and attendant. At the end of each month thereafter, the Contractor must report any deletion of vehicles and/or drivers and/or attendants from the certified list, and re-assignments of vehicles, drivers and attendants. The vehicle listing must identify license number, VIN Number, capacity, model year, and company number. The driver listing must identify name, social security number, Pennsylvania Driver's License Number, Physician's Certificate expiration date and driver training certification date. Also, copies of driver's CDL licenses will be required as well as the School Bus endorsement expiration dates for each driver. (The endorsement expiration date listing should be on an excel spreadsheet for tracking purposes.) This listing must include both AM and PM routes, listing reserve drivers and attendants separately. Those persons listed as drivers or attendants for the organization must be available for use for that organization, therefore dispatchers, mechanics, etc. are not to be listed unless they will be available to operate on a vehicle. Each Contractor must have at least two mechanics/technicians and a dispatcher/supervisor at the depot / garage site(s) during operating hours.

### 5.2.1 Labor Relations

The contractor is responsible to maintain the contracted level of service regardless of labor relations. In the event that there is a labor dispute, the contractor certifies that services to the District will not be interrupted. The contractor must present salary and wage packages that they intend to pay personnel. (see enclosed Questionnaire) This is to ensure that the contractor will be competitive with wages/benefits and not leave the District short of drivers due to shortages or work actions.

### 5.3 Vehicle licensing

All vehicles offered must conform to all current Pennsylvania laws and regulations regarding public transportation vehicles. Vehicles to be used in this service will be 72, 54, 48, 30, 20, 18 or 9 passenger school bus vehicles requiring a SC (School Bus) or OB (Omni-Bus) license plate designation. Failure to comply with this requirement will result in a liquidated damages assessment of \$100.00 plus loss of pay for the route(s) for each violation. Continual failure to comply will result in removal of the route, with all additional costs charged back to the Contractor. Each driver must have a valid CDL license, "S" endorsement, and a current physical card, as required of School Bus Drivers in the Commonwealth of Pennsylvania.

Where applicable, vehicles will be equipped with an adequate number of seat belts to include all passengers as well as the driver. Bidders are advised that as laws are changed to impact seat belt use in school vehicles, the contractor will be required to comply with the new law requirement in the time frame provided in the legislation. Further, transportation will be provided for fragile and special needs children and the vehicle assigned to this service must have seat belts and appropriately sized car seats with 5-point harness retention. Children who are required, by law, to be in car seats must be provided car seats which are properly restrained including the use of a tether line.

All vehicles must be always equipped with two-way communication equipment operable, with sufficient range to maintain contact with the Contractor's terminal(s) and management office always located within the District Bus Garage. "Citizen Band" (CB) Radios are NOT acceptable.

# **Chester Upland School District Transportation Services**

## 5.4 On-board communications

The District owns an on-board radio system complete with all necessary repeater equipment within the bus garage. The Contractors will install all radios within the buses provided by July 15, 2024, to ensure operation. The District does not have a repeater in the Administrative Offices but does own Verizon phones to keep in contact with various administrative personnel from the bus contractor. The use of this equipment shall represent the Contractor's (and its employees) consent to monitor communications over this same equipment. Any repair costs due to damage or destruction of the district's radio equipment that arises from misuse, vandalism, carelessness, or recklessness will be charged back to the contractor.

## 5.5 Advanced data information

The contractor is required to provide cameras for all busses for monitoring of student behavior. All vehicles will be equipped with camera boxes that would hold the cameras. The requests may be made by District personnel or dispatcher/supervisor to monitor bus behavior. The contractor is required to have a system to prevent a child from being left on a bus at the completion of the route, similar to "Child Check". Further, the contractor is to propose a system, to be considered by the district for future use, whereby each person on the vehicle can be identified for real time rider information, in particular to identify "late route riders" and their appropriate stop location. The District expects to have real time ability to have a route altered for cause. (Road closures, accidents, missed stops, etc.)

## **5.6 BUS GARAGE/ PARKING LOT/ OFFICE SPACE-RENTAL FEES**

The contractor has the option to establish operations at the District-owned bus yard located at 249 Bridgewater Road, Brookhaven, PA 19015. The Contractor will be responsible for payment of all utilities for the operations at 249 Bridgewater Road including but not limited to, phone/fax charges, electric costs, water charges, etc. Also, for the duration of the agreement, an annual rental fee will be charged for use of the facility to be paid in equal monthly installments. The annual fees are as follows, subject to said Lease Agreement:

24/25 = \$108,000 – equates to \$9,000.00 per month  
25/26 = \$111,240.00 – equates to \$9,270.00 per month  
26/27 = \$114,577.20 – equates to \$9548.10 per month

### **FUEL**

The Contractor shall be responsible for the costs of fueling all buses, vans, cars and/or vehicles, etc. used to perform transportation services for the Chester-Upland School District.

Additionally, the School District can provide at an option 10,000-gallon UST (Underground Storage Tank) for ULSD (Ultra Low Sulfur Diesel) Fuel Storage and a 1000-gallon above ground storage tank for gasoline at a rate provided by OPEC Contract

FYI, the school district will assume all annual inspections and repairs when needed or applicable to maintain the upkeep and maintenance of the UST (Underground Storage Tank) and replacement when required.

Exclusions – Unless damaged to the property, damaged to the fuel dispenser and pump, pump hose or pump handle.

### **Office Trailer (Optional)**

The School District can lease to the vendor an Office Trailer located at the School Districts Transportation Facility, 249 Bridgewater Road, Brookhaven, PA 19013 to the Transportation Contractor for the duration of the contract at the monthly cost listed below. Furthermore, the contractor must assume the cost for all utilities, phone, fax, and DATA services required to operate an office at their expense in addition to the lease terms.

Chester Upland School District  
1350 Edgmont Ave. Chester, PA 19013

## **Chester Upland School District Transportation Services**

1. Office Trailer (1,880 SF) Monthly Lease Charge - \$2,500.00 The contractor is responsible of the Maintenance and Upkeep of the trailer

### **Parking Lot (Optional)**

The School District can lease and/or rent a fenced parking lot with approx. 68 parking locations for buses, vans and car storage located at the School Districts Transportation Facility, 249 Bridgewater Road, Brookhaven, PA 19013 to the Transportation Contractor for the duration of the contract at the monthly cost listed below. Additionally, the contractor must assume the cost for all utilities required to operate the rental of the parking lot at their expense including but not limited to repairs, lighting, and fencing.

In the event that the designated parking lot identified in this contract becomes a co-location site for additional vendors or third-party entities, the pricing terms outlined herein shall be subject to negotiation and adjustment. The Parties agree to engage in good faith discussions to determine fair and equitable pricing adjustments that account for any increased demand, usage, or other factors resulting from the presence of additional vendors. Any adjustments to pricing shall be mutually agreed upon in writing by both Parties prior to implementation.

1. Parking Lot Lease/Rental 62,511 SF - \$5,500.00 monthly

Exclusion – Maintenance and upkeep of the grounds, snow plowing, fence repairs. Except damages by the renter or leaser of the grounds and parking lot.

### **Storage Garage Building (Optional)**

The School District can lease to the vendor one Storage Garage w/Heat (884 SQFT) located at the School Districts Transportation Facility, 249 Bridgewater Road, Brookhaven, PA 19013 to the Transportation Contractor for the duration of the contract at the monthly cost listed below. Furthermore, the contractor must assume the cost for all utilities, phone, fax, and DATA services required to operate the storage garage at their expense in addition to the lease terms.

1. Storage Garage Building (884 SQFT) W/Heat – Lease Monthly \$1,000.00

### **ROUTES AND STOPS**

1. Routes shall be prepared collaboratively by Chester-Upland School District and may be modified at the sole discretion of the School District.
2. An operating time schedule for each building and route shall be provided by the School District. These schedules shall be carried in the vehicles and provided to the schools. The time schedules may be modified by the School District as the occasion demands, but only after due notice has been given to parents and the Contractor.
3. In the case of an emergency, any deviation of established routes shall be reported promptly to the Chester-Upland School Districts Administration.

If at any time, rental fees are not paid promptly (10 days after beginning of each month), Contractor will be notified, and continued non-payment shall serve as reason for termination of agreement.



# **Chester Upland School District Transportation Services**

Also, insurance naming the school district as additionally insured should be maintained on the building location.

## **6.0 CERTIFICATION AND REPORTS**

### 6.1 Equipment Surety Bond

Each bidder must submit, as a part of their offer, a surety bond payable to the “Chester Upland School District” in an amount equal to 10% the total number of vehicles including reserves the bidder certifies as offered exclusively to the District. The security related to vehicles for any bidder not selected for award shall be returned immediately after the expiration of the offer withdrawal period. The security related to vehicles that are selected for award shall be held until the Contractor has been adjudged to be in full compliance with the terms and conditions of an awarded contract. The District retains the right to withhold the last payment of each year in an amount equal to the required security for each succeeding year.

### 6.2 Route Operations Report

The successful bidder(s) will be issued an initial Route Operations Report for students indicating pick up times and locations, both AM and PM. Beginning July 1, 2024, the Contractor will be responsible for developing similar reports to provide to the District generated based on address information provided by the District. The District reserves the right to audit such reports for efficiency and effective use of vehicles, drivers, and attendants. These reports will initially be submitted on a weekly basis and at such time as the District requires, the report will be required monthly from the Contractor. By August 15, 2024, and each following year of the contract, a final report will be presented for District authorization for school start-up.

The information indicated on these reports is to be deemed confidential and is supplied only for operational purposes. The report will also indicate the number of “live” miles (miles with student (s) on the vehicle). Any discrepancies in mileage and or number of riders are to be addressed to the Business Manager, for his/her determination, which shall be final. Contractor cannot combine District routes with any other routes.

**Only authorized listed passengers are to be allowed in the vehicle during times of operation for the School District. Failure to comply with this requirement will result in the immediate removal of the route and re-assignment with all additional costs charged back to the bidder.**

### 6.3 PA Child Abuse History Clearances

The award of any contract shall be contingent upon Contractor’s supplying to the Business Manager of the District for each driver and attendant to be transporting passengers as an employee or subcontractor under any awarded contract, an original Pennsylvania Child Abuse History Clearance Report in compliance with ACT 34. (Refer to Attachment #6)

**These reports are required by August 1<sup>st</sup>. All hires after August 1, 2024, must supply reports prior to operation of District vehicles Failure to supply these reports will result in a liquidated damages assessment of \$150.00 per day per employee used on Chester Upland School District Routes.**

### 6.4 Criminal History Reports

Contractors shall supply to the School District’s Business Manager for each person hired or allowed to operate a vehicle under any awarded contract and for each person engaged or allowed by the Contractor to serve as an attendant, an original report of Criminal History Record in compliance to Act 151 (Refer to

## **Chester Upland School District Transportation Services**

Attachment #7) information from the Pennsylvania State Police. For drivers or attendants who are not residents of the Commonwealth of Pennsylvania, Contractor must submit a report of Federal criminal history record information. Reports shall be no more than one (1) year old at the time of submission. No driver or attendant shall be permitted to accompany or transport passengers if the report of criminal history record information indicates that such driver or attendant has been convicted of one or more of the following offenses under Title 18 or the Pennsylvania Consolidated Statutes

- (a) Chapter 25 (relating to criminal homicide),
- (b) Section 2702 (relating to aggravated assault),
- (c) Section 2901 (relating to kidnapping),
- (d) Section 2902 (relating to unlawful restraint),
- (e) Section 3121 (relating to rape),
- (f) Section 3122 (relating to statutory rape),
- (g) Section 3123 (relating to involuntary deviate sexual intercourse)
- (h) Section 3126 (relating to indecent assault),
- (i) Section 3127 (relating to indecent exposure),
- (j) Section 4303 (relating to concealing death of child born out of wedlock)
- (k) Section 4304 (relating to endangering welfare of children)
- (l) Section 5902 (b) (relating to prostitution and related offenses)
- (m) Section 5903 c) or d) (relating to obscene and other sexual materials)
- (n) Section 6301 (relating to corruption of minors) or
- (o) Section 6312 (relating to sexual abuse of children).
- (p) An offense designated as a felony under the Act of April 14, 1972 (P.L. 233 No. 64) known as "The Controlled Substance Drug Device and Cosmetic Act".
- (q) An out-of-state of Federal conviction will be subject to the same employment conditions as convictions pursuant to the Pennsylvania Criminal Code.

### 6.4.1 FBI Clearances

Effective April 1, 2007, all applicants for employment with public and private schools, Intermediate Units, and area vocational technical schools or contractors who have direct contact with children must now also provide to their employer with a copy of their Federal Criminal History Record which cannot be more than one (1) year old. This only applies to employees hired on or after April 1, 2007. This is in addition to the current clearances required: Pennsylvania State Police Request for Criminal Records Check (Act 34) and Child Abuse History Clearance (Act 151).

Upon request, the Contractors maybe required to submit to the Business Manager a complete copy of the driver's and attendant's employment application.

**These reports are required by August 1st. All hires after August 1st must supply reports prior to operation of District vehicles.**

### 6.5 Drivers / Attendants

#### 6.5.1 Contractor Employees

Contractor's drivers and attendants supplied by the Contractor shall be considered Contractor's employees for purposes of this Request for Proposal and any awarded contract. Contractor shall be responsible for ensuring that its drivers and attendants comply fully with all awarded contract terms. Contractor shall be liable for any extra costs paid by the District caused or attributable to the defaults for drivers or attendants.

#### 6.5.2 Drug / Alcohol / State and Federal Testing

Contractors agree to comply with any drug / alcohol testing program mandated by a Federal or State agency having regulatory authority and shall become part of any awarded contract as if

## **Chester Upland School District Transportation Services**

written herein. The District agrees to promptly disseminate and discuss any rules established pursuant to the Act.

### 6.5.3 Unsatisfactory conduct

If a driver or attendant exhibits unsatisfactory behavior or develops a poor drivers record in the performance of his/her duties, which in the District's opinion warrants his/her removal from any route, the Contractor must, at the District's request, immediately remove said driver or attendant from further service to the District. The Contractor further agrees not to use drivers or attendants in the performance of an awarded contract that the District has found to exhibit unsatisfactory behavior or a poor driver's record when employed by the District, or for a Contractor serving the District.

### 6.5.4 Employee Appearance

All employees must present a neat clean appearance. Employees are expected to dress in a fashion consistent with District standards. Specifically excluded are the following:

- Offensively "loud", "bright" or inappropriate statement shirts
- Sleeveless shirts, or tank tops,
- Ragged trousers or "short shorts".
- Sandals, clogs, or other open toed shoes.

**Drivers and attendants are required to wear occupant restraints whenever the vehicle is in motion.**

## 6.6 Staff Development

The Contractor may be required to have his drivers and attendants attend staff development each school year that will be scheduled by the Contractor. One of the days will be scheduled prior to the opening of school. The other (if deemed necessary) will be scheduled later.

The Contractor is required to conduct:

1. Regular safety meetings as required by the state or federal agencies.
2. Student management training and refresher courses

## 6.7 Reports

Contractor agrees to utilize in its execution of any awarded contract a personal computer, supplied by the Contractor, with the capabilities of the District (i.e., Microsoft Office 2000, w/ E-mail access). The Contractor shall furnish and maintain appropriate office equipment (capable printer, multi-lined telephone, answering machine, facsimile machine, and other related equipment as deemed necessary by the District) to produce Route Report updates, student rider info, as well as any of other data required by the District. The answering machine must be used during non-operating hours. Contractor agrees to provide, at its own cost, training, if necessary, in the above equipment and its uses.

Contractor shall submit the following reports as required to the School District. The School District reserves the right to require additional reports as its needs dictate during the term of any awarded contract.

### 6.7.1 Administration Delay Reports

A Delay Report, by telephone to the District telephone number between 6:30 a.m. and 7:30 a.m. on the AM runs, and between 1:30 p.m. and 2:30 p.m. on the PM runs, the Contractor shall provide a Status Report on each of its routes experiencing a delay, which shall be defined as any departure or arrival sixteen (16) minutes or more past the scheduled time to include the following:

- (a) the number or name of the route delayed in departing Contractor's.

## **Chester Upland School District Transportation Services**

terminal, with the reason for the delay.

- (b) any delayed destination arrivals, with the reason for the delay; and
- (c) enroute breakdowns, the steps taken for quick resolution, and the amount of time expected to be lost because of the breakdown.
- (d) The name and time of contact made with the affected school Administrator, program function, authority, or parent(s)

### 6.7.2 School Delay Report

Contractor shall report delayed departures and arrivals to each receiving school, program or function serviced by the route and expected time involved in the delay.

### 6.7.3 Parent Delay Report

Contractor shall contact the District with delays more than 30 minutes and immediately upon a delay caused by an accident. Accidents require immediate notification to the District of **ALL** accidents.

### 6.7.4 Substitute Report

Where a substitute driver or attendant is filling in for a driver regularly assigned to a particular route, the Contractor shall include in its Daily Operations Status Report as to such substitute driver or attendant his or her name, social security number, and the route number assigned.

Note: Contractor may not employ or use as a substitute driver or attendant any person for whom a Criminal History Records check, and Pennsylvania Child Abuse History Clearance has not been supplied to the School District.

### 6.7.5 Assessed Liquidated Damages

The information requested by this part is material. Contractors failing to provide the Daily Operation Status Report may be assessed liquidated damages as specified in paragraph 6.8 hereof, and for repeated such failures, agrees to forfeit the contract awarded without penalty, damages, or costs to the School District.

### 6.7.6 Bus attendant sign-in-sheet.

These forms are to be monitored by the Contractor for School District bus attendants assigned to their respective garages and are to be submitted each Monday to Transportation Office.

### 6.7.8 Fuel Consumption Report

Contractors shall submit annually a report on fuel consumption to the Business Manager. The report shall be in the form specified in Attachment # 3 and shall be submitted on or before July 15<sup>th</sup> of each year for the previous school years' service.

#### 6.7.8.1 Assessed Liquidated Damages

The information requested by this part is material. Contractors failing to submit the fuel consumption report as requested may be assessed liquidated damages as specified in Paragraph 6.8 hereof.

## **Chester Upland School District Transportation Services**

### 6.7.9 Immediate Notification Accident Reports

Contractors shall immediately report by telephone to the Transportation Office at 445-247-7886 all accidents involving its vehicles if students and/or District employees are aboard the vehicle or otherwise involved in the accident. Reports shall be made even if no injuries are sustained in the accident. **The District will direct the Contractor whether the vehicle should report to a specific school to have students submit to medical check-up by a certified nurse.**

### 6.7.10 Written Police Report

Contractor shall file a written police report whenever an accident occurs and submit a copy to the School District's Administrative Office.

### 6.7.12 Delay in Reporting

Contractor shall, under no circumstances, delay the reporting of an accident.

#### 6.7.12.1 Assessed Liquidated Damages

The requirements of this part are material. Contractor's willful failure to report an accident occurring when a child or attendant is aboard a vehicle, or when injury occurs to any person, shall be sufficient cause for the School District to terminate the awarded contract. Replacement cost to re-assign the services will be charged to the contractor.

## 6.8 Liquidated Damages.

Contractors are expected and required to provide consistent, reliable, and punctual service. The parties agree that the precise amount of damages suffered by the School District from the Contractor's failure to perform as agreed herein is difficult and may be impossible to calculate. Therefore, the parties agree that the School District may deduct from the next monthly payment or any other sums owing to the Contractor, as liquidated damages, the amounts listed below each time the Contractor fails to perform as promised in the Request for Proposal.

### 6.8.1 Late Clause.

Note: The School District will use reports from Street Supervisors, School Administrators, and parents to determine if Liquidated Damages are necessary as follows:

- |  |                          |
|--|--------------------------|
| (1) Vehicle fails to arrive at school – AM.  | ½ Daily fee + 30%        |
| (2) Vehicle fails to arrive at school – PM   | ½ Daily fee + 30%        |
| (3) Vehicle fails to arrive at school both AM and PM   | Daily fee + 30%          |
| (4) Vehicle arrives late at school AM  | \$30 per vehicle per day |
| (5) Vehicle arrives late at school – PM  | \$30 per vehicle per day |
| (6) Use of a driver or attendant with no Criminal History record or Child Abuse Clearance on file. | \$150 per occurrence     |

“Late” is defined as arrived at school more than fifteen (15) minutes after the scheduled time. “Fails to arrive” means the vehicle is more than sixty (60) minutes late.

A \$150.00 per school day Liquidated Damages assessment will be made for any successful bidder unable to supply either vehicles, drivers, or attendants as previously certified in this solicitation.

## **Chester Upland School District Transportation Services**

A \$100.00 Liquidated Damages assessment per occurrence will be made for failure to have the current Route Report, Student Rider Lists & Route Direction Report in each vehicle.

### 6.8.2 Reporting

Failure to comply with the reporting requirements outlined in Paragraph 6.7 above (or any other report that the District deems necessary) may result in a liquidated damages assessment of \$100/day and /or delay or withholding of payment to the Contractor. The \$100 may be assessed on a per route basis at the discretion of the School District.

A \$100.00 Liquidated damages assessment per day will be made for failure to timely submit invoices at the end of the School District's fiscal year as per Part Two, paragraph 6.11 of this solicitation.

### 6.8.3 Other

6.8.3.1 A single vehicle is to be used for multiple routes the same day. No vehicle is to be dedicated for use on a single route without prior authorization from the School District, excluding the occasional use of reserved vehicles or the startup of a new route.

6.8.3.2 Liquidated damages will not be sought where a contractor's vehicle fails to arrive or is late by reason of unforeseeable causes beyond the Contractor's control and without its fault or negligence as determined by the School District.

6.8.3.3 A \$25.00 per occurrence liquidated damages assessment may be made for a contractor's failure to contact the offices of Support Services daily.

6.8.3.4 A \$25.00 per occurrence liquidated damages assessment may be made for vehicles which are dirty.

**Continued failure to comply with any of the above listed infractions may result in the reassignment of the route to another vendor, or the District itself, with all additional costs charged back to the vendor.**

### 6.8.4. Appeal

Liquidated Damages Reports will be provided to the Contractor on an as-needed basis, but not less than three (3) times a year. A liquidated damages assessment may be appealed in writing to the Business Manager or his designee within ten (10) working days of receipt of notice of the assessment.

### 6.8.5 Pre-Run Bus Routes

The School District expects all drivers to be familiar with the routes before the start of the school year. Therefore, it is incumbent upon the Contractor to ensure drivers are familiar with routes and the cost of such will be borne by the Contractor.

## 6.9 Performance Appraisal and Annual Review

### 6.9.1 Conferences

The Contractor may be required to meet with the District representatives during the school year. The objectives of these conferences will be:

Chester Upland School District  
1350 Edgmont Ave. Chester, PA 19013

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- (1) to assess Contractor performance regarding safety, schedule performance and staffing.
- (2) to relate Contractor performance to School District goals.
- (3) to clarify both the job to be done and the expectations of accomplishment.
- (4) to foster the increasing competence and growth of the Contractor regarding the task by providing a timely feedback mechanism; and
- (5) to serve as a device for organizational control and integration.

### 6.9.2 Annual Review

Performance conferences will form the basis for an Annual Review, at which time School District and Contractor representatives will meet and discuss the School District's assessment of the total contract year regarding service quality. The Annual Review will be scheduled to take place at least thirty (30) days before the end of the school year.

### 6.10 Notices and request for information

All requests by Bidders or Contractors for information regarding the RFP invitation or awarded contract, shall be in writing and served personally by regular mail or facsimile or by e-mail addressed as follows:

Chester Upland School District  
Director of Transportation – Douglas Hart  
1350 Edgmont Ave.  
Chester, PA 19013

dhart@chesteruplandsd.org

All questions must be received no later than 5 days prior to the closing date of the RFP. Any modifications to the RFP will result in the District issuing an addendum to the original RFP. Oral communications from District personnel or other persons concerning this RFP shall not be binding on the District and shall in no way excuse the vendor from the terms, conditions, and other requirements set forth in this offer.

All notices to the District required by this Request for Proposal, including Certificates of Insurance, shall be in writing and served personally or by regular mail addressed as follows:

Contractors shall upon notice of award promptly notify the Business Manager of the name, title, address, and telephone number of the person designated by the Contractor to receive notices from the District.

### 6.11 Invoices

Invoices submitted under any awarded contract shall be in DUPLICATE and delivered or mailed as follows:

Chester Upland School District  
Accounts Payable  
1350 Edgmont Ave.  
Chester, PA 19013

Invoices will be submitted monthly, and must include the following information:

- (a) Month Ending Date
- (b) Invoice Number
- (c) Invoice Date

## **Chester Upland School District Transportation Services**

- (d) Route Numbers and Number of days of service for each route for the current billing period.
- (e) Rates per day and the total charge.
- (f) Billing for attendants / monitors must be invoiced separately.
- (g) Billing for Sports / Field / Extracurricular trips must be billed separately.
- (h) Billing for "Late" runs must be billed separately per school.

The District payments are made following the monthly Receiver School Board meetings that are held on the 3<sup>rd</sup> Thursdays of each month. **Invoices are to be received no later than the 20th day of the preceding month before the Board meetings are held to be included in the payments authorized by the Board of Directors.** Due to accounting constraints, and the closing of the District's fiscal year books, all invoices for any given fiscal year must be received by the Business Office no later than July 15<sup>th</sup> of the subsequent fiscal year. In the event July 15<sup>th</sup> falls on a weekend, invoices will be due no later than the following Monday. The School District's fiscal year runs from July 1 to June 30.

**Failure to provide invoices on time may result in significant delays in payment processing.**

### 6.12 Records

Contractor agrees to maintain books, records, documents, and other materials pertaining to all costs and expenses of whatever nature, incurred, or paid in the performance of an awarded contract. Contractor agrees to make available, at reasonable times, any of such records for inspection, audit, or reproduction by any authorized representative of the School District. Contractor further agrees to retain, and safeguard said books and records for a period of at least six (6) years following the completion of an awarded contract.



# **Chester Upland School District Transportation Services**

## **PART THREE – GENERAL CONTRACTUAL REQUIREMENTS**

### **1.0 AWARD DECISION FINAL**

All awards shall be made in the best interest of the School District in accordance with Part 1 paragraph.

2.2 Evaluation of Proposals, and the decisions of the School District shall be final. No bidder(s) will be awarded a contract for service in the first contract year for a greater number of vehicles, drivers, or attendants than the bidder is able to certify as being available for use under any awarded contract. (Including a 10% reserve). Additional runs required during the contract term will be offered to the lowest responsive bidder who has sufficient vehicles, drivers and/or attendants at the time the run(s) are to be started.

### **2.0 CONFORMING RFP**

The School District shall not be obligated to consider any offer that is not properly executed in accordance with the Offer and Request for Proposal Form of the Chester Upland School District. All offers must conform to the requirements of this solicitation to be considered for award.

### **3.0 DECLARING MINIMUM VEHICLES FOR CONTRACT**

All Contractors will be permitted to state a minimum number of vehicles that they will commit. A bidder not listing a minimum will not have the right to refuse vehicles solely on the basis that too few vehicles are awarded. Such a Contractor will be subject to liability under the provisions of the Liquidated Damages section of the specification.

### **4.0 JOINT VENTURES**

The School District will consider offers from joint ventures organized for the specific purpose of offering pupil transportation services and having prior experience with operating a passenger transportation business provided they satisfy the School District as to their ability to perform as specified. At a minimum, the School District will require the following, at the time of offer submission:

- a) evidence of joint venture status.
- b) the identity by name and principal address of all involved in the joint venture.
- c) the identity of the principals who would have day-to-day responsibility for administering the contract if awarded.
- d) evidence that the principals having day-to-day responsibility for administering any awarded contract has prior satisfactory transportation operations experience.
- e) complete information as to each principals' obligation and commitment to other co-principals with regard to the contract, if awarded.
- f) complete description of prior passenger transportation experience, including references (names, addresses, and telephone numbers).
- g) proof of financial responsibility; and
- h) information as to any awarded contract administration responsibility if the principal identified in "c" above, withdraws from the enterprise before contract award or termination.

**The School District reserves the right not to contract with any bidder which fail to satisfy it regarding any matter identified in "a" through "h" above, or any other matter which it deems essential to determining bidder's responsibility. The School District further reserves the right to terminate any contract entered with a joint venture upon withdrawal of principal(s) having responsibility for administering the contract, or upon dissolution of the joint venture.**

### **5.0 TAX REQUIREMENTS**

Any purveyor of services, who has been awarded a contract by the Chester Upland School District, will be liable for payment of all appropriate taxes as provided by law.

# **Chester Upland School District Transportation Services**

## **6.0 FAX COMMUNICATION**

The Transportation Office of the Chester Upland School District operates a FAX machine. However, please be advised that vendor bidding by fax machine is not acceptable. If offers are received by fax, they will be rejected.

## **7.0 INTREPRETATION / EXPLANATIONS**

The District will not be responsible for any oral communications, explanations, or interpretations of the attached offer specifications. Interpretations of the attached specifications may only be made by an addendum or bulletin that will be mailed or delivered to each vendor. A record will be maintained of persons to whom these documents have been mailed or delivered. If any bidder is in doubt as to the meaning of any part of the attached specifications or contract language, he may submit to the Business Manager a written request for interpretation. All responses must be in the form of written addendum to be binding on the Chester Upland School District. These submissions must be received no less than seven days prior to bid opening.

## **8.0 DELIVERY OF RFP**

To be considered, RFPs must arrive at the following address. Vendors submitting offers must allow ample time to ensure timely receipt of their offer.

**DUE BY MAY 6, 2024, 1:00 PM**

Chester Upland School District  
Director of Transportation – Douglas Hart  
1350 Edgmont Ave.  
Chester, PA 19013  
dhart@chesteruplandsd.org

## **9.0 DURATION OF RESPONSE TO RFP**

In consideration for the District's evaluation of the responses to the RFP s submitted, each RFP must remain valid for a period of at least thirty (30) calendar days commencing with the due date specified above for the submission of RFPs. Any vendor who has not been selected to enter negotiations with the District within (90) calendar days from the date set for the submission of RFPs may withdraw its RFP and may refuse to enter into a contract with the District in connection with this RFP.

## **10.0 RFP COSTS AND OWNERSHIP**

The District will not be liable for any costs associated with the development, preparation, transmittal, or presentation of any offer submitted in response to the RFP. The offer and all materials submitted by the vendor in connection with the offer shall become the property of the District when received by the District. Each vendor responding to this RFP agrees that it will have no claim of any nature whatsoever against the District for any costs or liabilities incurred.

## **11.0 FORMAL CONTRACT REQUIRED**

The vendor(s) selected to enter into contract negotiations will be expected to enter formal contract(s) containing terms and conditions acceptable to the District. This RFP and the successful vendor'(s) proposal(s), as finally approved and accepted by the District, will become a part of any contract awarded as a result of this solicitation. A vendor selected to participate in contract negotiations will be required to submit in writing such revisions to the proposal as may result from negotiations. It is a condition of a

Chester Upland School District  
1350 Edgmont Ave. Chester, PA 19013

## **Chester Upland School District Transportation Services**

responsive proposal to this RFP that the successful vendor(s) review the District's contract and identify in writing any terms or conditions which, in its present form, is unacceptable to the vendor. It is anticipated that contractual matters to be negotiated may include, but not limited to, timing of payments, implementation schedules, indemnification, and insurance provisions. The District reserves the right to negotiate unacceptable clauses or restrictions incorporated within an otherwise acceptable proposal. In the event an agreement cannot be reached between the District and any selected vendor, the District reserves the right to discontinue negotiations with the selected vendor and to negotiate a contract with any remaining responsive and responsible vendor(s).

### **12.0 PROPOSAL CONTENTS**

Any and all information provided by the Chester Upland School District to vendors is to be considered confidential and proprietary information and is to be used solely for the purpose of responding to this RFP. Such information is not to be disclosed or released outside the vendor organization without permission from the Chester Upland School District. The Chester Upland School District cannot guarantee the protection of any confidential or proprietary information provided by vendors.

### **13.0 ADVERTISING**

News releases (including, but not limited to, commercial advertising) pertaining to this project may not be made without the prior written approval of the Chester Upland School District.

### **14.0 RESERVATION OF RIGHTS**

The Chester Upland School District reserves the right to supplement, amend or otherwise modify this RFP at any time prior to the selection of vendor(s) and to enter into contract negotiations. In addition, the Chester Upland School District reserves the right to accept or reject, at any time prior to the Chester Upland School District's execution of a contract in connection with this RFP, any or all proposals or any part of any proposal submitted in response to this RFP and to waive any defect or technicality and to advertise for new proposals where the acceptance, rejection, waiver or advertisement would be in the best interests of the The Chester Upland School District. A proposal that is incomplete, obscure, conditional, unbalanced, or which contains irregularities of any kind, including alterations or erasures, may be rejected. A proposal, which fails to comply with any of the mandatory requirements of this RFP, shall be rejected.

### **15.0 INDEPENDENT CONTRACTOR**

Contractor, its agents, and employees shall act in an independent capacity in the performance of this Agreement and shall not be considered as an employee of the Chester Upland School District in any manner. Contractor, its agents, and employees are not entitled to any benefits or privileges acquired in the ordinary course of employment.

### **16.0 INDEMNIFICATION**

- (a) The Contractor and all of its subcontractors shall indemnify, defend and hold harmless the School District, all its officers, agents, and employees from and against all claims, demands, suits, actions, judgments, penalties, liabilities, costs, losses, damages and expenses (including attorneys' fees, defense costs, court costs, and costs of suit), for or on account of death, injury, damage or loss to persons and/or property (including but not limited to employees of such Contractor or subcontractors), or economic loss, damage or expense, in any way arising out of or resulting from the performance or non-performance of the work under any awarded contract, or the subsequent completion of such work, by the Contractor and/or its subcontractors, or any of their respective officers, agents, representatives and employees, or from the use of facilities or equipment furnished to the Contractor and/or its subcontractors on behalf of the School District in connection with the performance of such work of such Contractor and/or subcontractors (including but not limited to all claims arising out of the operation of any law imposing liability

## **Chester Upland School District Transportation Services**

out of the use of scaffolds, hoists, cranes, stays, ladders, supports or other mechanical contrivances, or any site conditions or site use).

- (b) In the event the School District receives notice of a claim based upon the Contractor's and/or any of its subcontractors' work, omission or breach, the School District shall promptly notify the Contractor in writing of such claim and will require and permit the Contractor to assume the defense of the School District, its officers, agents, and employees, whenever and wherever under the circumstances indicated in paragraph (a), claims, suits or actions are brought against the School District, its officers, agents, and employees.
- (c) This indemnity provision is intended, inter alia, to protect the School District, its officers, agents, representatives and employees from all claims of employees or workers of any Contractors or subcontractors who are injured on School District real property or as a result of School District personal property, from the commencement to the completion of any awarded contract, whether the death, injury, damage or loss to persons and/or property, or the economic loss, damage or expense, is due to School District negligence, in whole or in part, and is not limited to death, injury, damage or loss to persons or property, or economic loss, damage or expense, which occur in actual performance of any awarded contract, nor is this indemnity provision limited by the Pennsylvania Worker's Compensation Act. This indemnity provision shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this Request for Proposal, and is independent of whether or not the Contractor and/or its subcontractors has (have) insurance.
- (d) Condition: Indemnification shall apply, particularly but not exclusively, to the claims of the Contractor and all of its subcontractors, and all of their respective officers, agents, representatives, and employees, against the School District and all its officers, agents, representatives, and employees. Any violation of any of the provisions of this Condition: Indemnification by the Contractor and/or its subcontractors shall be deemed a material breach of any awarded contract. The Contractor and all of its subcontractors, and all of their respective officers, agents, representatives and employees, shall have no claim against the School district, its officers, agents, representatives and employees for the acts, failures to act or negligence of the School District, directly or indirectly, or its officers and employees; and should this exculpatory clause be declared invalid by law, such invalidity shall in no manner affect or invalidate any or all other foregoing provisions in this condition: Indemnification.
- (e) By an appropriate agreement, the Contractor shall require all of its subcontractors performing work under any awarded contract to be bound by all the provisions of this Condition: Indemnification. The Contractor shall include all of the provisions of this Condition: Indemnification in all subcontracts entered into for performance of work under any awarded contract. However, the Contractor's failure(s) to do so shall not relieve the Contractor or its subcontractors from their respective indemnity obligations under this Condition: Indemnification.

### **17.0 CONFIDENTIAL AND PROPRIETARY INFORMATION**

Contractor and its employees shall keep in strictest confidence all information relating to this Request for Proposal and information which may be acquired in connection with or as a result of any awarded contract during the term of any awarded contract and at any time thereafter, without the prior written consent of the Chester Upland School District

### **18.0 CONFLICT OF INTEREST**

Contractor hereby warrants that there is no conflict of interest with its other contracts or any other Request for Proposals or any employment and work to be performed hereunder. Contractor shall advise the Chester Upland School District if such a conflict of interest arises during the term of this or any other awarded contract.

# **Chester Upland School District Transportation Services**

## **19.0 STRICT LOYALTY**

Contractor shall avoid all circumstances and actions, which would reasonably place Contractor in a position of divided loyalty with respect to their obligations under any awarded contract.

## **20.0 SCHOOL DISTRICT OFFICERS AND EMPLOYEES NOT TO BENEFIT**

Contractor shall not share with any Chester Upland School District officer or employee, and no Chester Upland School District officer or employee shall accept any portion of compensation or fees, except in accordance with the law. Any fees or compensation shared by the Contractor and Chester Upland School District officers or employees in violation of the law shall be recoverable by the Chester Upland School District as damages.

## **21.0 INSOLVENCY**

The Chester Upland School District shall terminate this agreement by written notice if Contractor becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver of its business or assets, becomes subject to any proceedings under any bankruptcy or solvency law whether domestic or foreign, or has been or liquidated, voluntary or otherwise.

## **22.0 RIGHTS AND REMEDIES**

The rights and remedies of the Chester Upland School District provided in this RFP shall not be exclusive and are in addition to any other rights and remedies provided in the Agreement or otherwise available in law or equity.

## **23.0 COMPLIANCE WITH LAWS**

All services rendered and documents prepared by Contractor shall strictly conform to all laws, statutes, and ordinances and the applicable rules and regulations and procedures of all governmental boards, bureaus, offices, and commissions and other agencies.

## **24.0 SEVERABILITY**

If any of the provisions of the Agreement are determined to be invalid, such invalidity shall not affect or impair the validity of the other provisions, which shall be considered severable and shall remain in full force and effect.

## **25.0 APPLICABLE LAW**

This Agreement shall be constructed and enforced under the laws of Pennsylvania. Including the provision of the Public-School Code of 1949 and (P.L. 30), its amendments and supplements, and rules of the Board of Education.

## **26.0 HEADINGS**

Section headings contained in this Agreement are for reference purposes only and shall not in any way affect the meaning or interpretation of the Agreement.

## **27.0 WAIVER**

No term or provision hereof shall be deemed waived, and no breach excused by the parties unless such waiver or consent shall be in writing.

## **28.0 ENTIRE AGREEMENT**

This Agreement, together with all Exhibits referred to herein, constitutes the entire Agreement between the parties and supersedes all oral and written Agreements, if any, between the parties. No amendment or modification changing its scope or terms shall have any force or effect unless it is in writing and signed by both parties.

## **29.0 NON-ASSIGNMENT**

The Contractor shall not assign the monies to come due hereunder, in whole or in part, without the prior written consent of the Chester Upland School District. Contractor shall not subcontract any work hereunder without prior written consent of the Chester Upland School District.

# **Chester Upland School District**

## **Transportation Services**

### **30.0 ACT 372**

This Request for Proposal or any awarded contract may be rescinded in whole or in part at the discretion of the District in the event that a court of competent jurisdiction declares the Act of December 19, 1972 (Act 372) to be unconstitutional, otherwise illegal or amended by legislation.

### **31.0 INSURANCE**

#### 31.1 Comprehensive General Liability Insurance

Contractor shall, at Contractor's expense, maintain in effect during the term of an awarded contract and any renewal thereof, and shall require any subcontractor to maintain, a policy of Comprehensive General Liability Insurance in the amount of not less than One Million (\$1,000,000) Dollars per incident, and One Million (\$1,000,000) Dollars aggregate, or in such other amount as the School District may from time to time reasonably require.

The policy shall cover such losses caused to the School District by Contractor including contractual liability, property damage, and personal injury perils.

- (1) Such policy shall be a primary (not excess) policy and shall be evidenced by a Certificate of Insurance identifying "The Chester Upland School District" as Additional Insured and providing that the policy's coverage applies to the obligations of the Contractor arising out of injuries or damage occurring during the specific term of an awarded contract and any extensions or renewals thereof.
- (2) Contractor may, in lieu of an insurance policy, provide evidence of self-insured status, in the form of a copy of the certificate from the Commonwealth of Pennsylvania authorizing Contractor to self-insure.
- (3) Riders to existing coverage which increase the Bidders insurance coverage to the level required only during the period the bidder engages in performing services under an awarded contract will not be acceptable.

#### 31.2 Automobile Liability Insurance

Contractor shall, at Contractor's expense, maintain in effect during the term of any awarded contract and any renewal thereof, and shall require any subcontractor to maintain, a policy of Automobile Liability Insurance in the amount of not less than One Hundred Thousand Dollars (\$100,000) per incident, and Three Hundred Thousand Dollars (\$300,000) aggregate, (or the prevailing Public Utility Commission or Department of Transportation rates, which ever are higher), or in such other amounts as the School District may from time to time reasonably require.

Such policy shall be a primary (not excess) policy and shall be evidenced by a Certificate of Insurance identifying "The Chester Upland School District" as Additional Insured and providing that the policy's coverage applies to the obligations of the Contractor arising out of injuries or damage occurring during the term of an awarded contract and any extensions or renewals thereof, including coverage for Contractor's employees or agents and vehicles not owned by Contractor.

Riders to existing coverage's which increase the Bidders insurance coverage to the level required only during the period the bidder engages in performing services under any awarded contract will not be acceptable.

#### 31.3 Workers' Compensation and Employees' Liability Insurance

Contractor shall, at Contractor's expense, maintain in effect during the term of any awarded contract and any renewal thereof, and shall require any subcontractor to maintain, a policy of Workers' Compensation Insurance as prescribed by the laws of the Commonwealth of Pennsylvania. Contractor acknowledges that its personnel assigned to perform under any awarded contract are not employees of the School District for any purpose and shall not accrue any of the benefits of such employment.

## **Chester Upland School District Transportation Services**

Contractor may, in lieu of a policy of workers' compensation insurance, provide evidence of self-insured status, in the form of a copy of the certificate from the Commonwealth of Pennsylvania authorizing Contractor to self-insure.

### 31.4 Other Insurance Requirements

- (1) Each Certificate of Insurance must state that coverage shall not be suspended, voided, canceled, or reduced unless thirty (30) days' prior written notice by certified mail has been given to the School District's Administrator of Transportation Services, or his designee.
- (2) The insurance required shall be placed with insurers authorized to do business in the Commonwealth of Pennsylvania and acceptable to the School District. The School District's approval must be obtained for use of foreign insurers.
- (3) Bidder(s) notified of a possible contract award must supply the Certificates of Insurance required within ten (10) business days of the notice and before the effective date of any contract. The Certificate must be signed by the agent of the insurance carrier and must specifically state by referencing the bid number that the policy involved covers the School District for all damages and injuries which may occur as a result of the Contractor's performance of the contract. Certificates of Insurance are due in the months of January, April, July, and September of each contract year.
- (4) All Coverage required to be provided by Contractor may at its sole option be provided by blanket policies covering the Contractor and other affiliated corporations.
- (5) Deviation from the requirements of this part in any respect, including but not limited to failure to maintain continuous coverage during the term of any awarded contract, shall be considered a material breach of the contract. If within fifteen (15) days of notice of a contract award, the bidder does not furnish the School District Certificates of Insurance evidencing the insurance coverage required, or upon the School District's receipt of notice of policy cancellation, the offer to contract may be withdrawn or any contract entered immediately terminated upon written notice to the bidder or Contractor.
- (6) The Contractor shall advise the School District in writing, within ten (10) calendar days upon notification of a claim or lawsuit, that it will abide fully by the indemnification and insurance provisions of any awarded contract, and that it has advised its insurance carrier(s) to defend, indemnify and hold harmless the School District in accordance with the provisions of indemnification and insurance of this Request for Proposal or any awarded contract. The Contractor shall not decline to provide the School District with full protection and coverage under indemnification and insurance of any awarded contract because some other Contractor or subcontractor may, in whole or in part, be responsible for the occurrence, death, injury, damage or loss to persons and/or property, or economic loss, damage or expense, or because the School District may be a co-insured or an additional insured on some other Contractor's or subcontractor's policy of insurance. The Contractor agrees that any violation of this paragraph shall be deemed a material breach of any awarded contract.

### **32.0 CANCELLATION**

The School District, may cancel routes at its sole discretion for any of the following reasons:

- (a) Insufficient ridership,
- (b) School closings or consolidations,

## **Chester Upland School District Transportation Services**

- (c) Route consolidations,
- (d) Inferior performance by the Contractor, which includes:
  - (1) Recurring or unjustifiable lateness,
  - (2) Failure to provide service on any route,
  - (3) Driver behavior that warrants his removal from service,
  - (4) Failure or unwillingness on the part of the Contractor to provide service under the attendant clause.
  - (5) Other failures determined by the Business Manager, or his/her designee.

The Contractor shall be liable for all consequential damages incurred by the District as a result of cancellation of routes due to Contractor's inferior performance and/or service.

### **33.0 TERMINATION**

The District, without prejudice to any other rights or remedies it may have, may by five (5) days' notice to the Contractor terminate any awarded contract if:

1. The Contractor shall be adjudged bankrupt or make an assignment for the benefit of creditors; or
2. A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within twenty (20) days after such appointment, or the proceedings in connection therewith shall be stayed or appealed within the said 20 days;
3. The Contractor shall fail or refuse to regard laws or ordinances, or the instructions of the School District, or otherwise be guilty of substantial violation of any provision of any awarded contract.
4. The successful Bidders shall not discriminate nor permit discrimination against any person because of race, color, religion, age, national origin, ancestry, creed, handicap, sexual orientation, union membership, disabled or Vietnam era veterans' status, or limited English proficiency in the performance of any awarded contract, including but not limited to preparation, manufacture, fabrication, installation, erection and delivery of all supplies and equipment. In the event of receipt of such evidence of such discrimination by the successful Bidders, (or its agents' employees or representatives) the School District shall have the right to terminate any awarded contract. In the event of the continued refusal on the part of the Bidders to comply with this anti-discrimination provision, the Contractor may be removed from the list of approved Bidders of the School District. The successful Bidders are to include this paragraph with appropriate adjustments for the identity of the parties, in all subcontracts that are entered into for work to be performed pursuant to any awarded contract.
5. Any other reason deemed valid by the School District.

If, for any reason, the bidder, upon notice that their offer is accepted by the School District, fails to furnish and deliver the specified service or any part thereof at the times and in the places as specified or otherwise provided by the terms of any awarded contract, the bidder agrees that the School District, in its sole discretion, may award the contract, upon such failure, to another Contractor or itself as needed and the bidder agrees to be liable for any damages which the School District incurs.

Upon receipt of a Termination Notice from the Chester Upland School District, Contractor shall take immediate action toward the orderly discontinuation of work. Contractor shall exercise due care and caution to perfect and secure the completed work. Contractor shall be responsible for collection, assembling, and transmitting to the Chester Upland School District all materials, reports data, and other documentation, which were obtained, prepared, and developed as part of the work required under this Agreement. Such materials, reports, data, and documentation shall be clearly labeled and indexed to the satisfaction of the Chester Upland School District and delivered to the Chester Upland School District by Contractor within thirty (30) days after the receipt of Termination Notice from the Chester Upland School District.

If any awarded contract is terminated, the Chester Upland School District shall be obligated to pay only for services provided up to the discontinuation of the contract.



## **Chester Upland School District Transportation Services**

### **34.0 FORCE MAJEURE**

Contractor shall not be liable for any excess costs if the failure to perform this Agreement arises out of causes beyond the control and without the fault or negligence of Contractor. Such causes may include but are not restricted to acts of God or of public enemy, civil commotion, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, or freight embargoes, however, in every case the failure to perform must be beyond the control or without the fault or negligence of the Contractor.

### **35.0 NON-DISCRIMINATION**

According to 62 Pa. C. S. A. § 3701, the contractor agrees that:

- A. In the hiring of employees for the performance of work under the contract or any subcontract, no contractor, subcontractor, or any person acting on behalf of the contractor or subcontractor shall, by reason of gender, race, creed, or color, discriminate against any citizen of this Commonwealth who is qualified and available to perform the work to which the employment relates.
- B. No contractor or subcontractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under the contract on account of gender, race, creed, or color.
- C. The contract may be canceled or terminated by the District, and all money due or to become due under the contract may be forfeited, for a violation of the terms or conditions of that portion of the contract.

The provisions of the Pennsylvania Human Relations Act 222 of October 27, 1955, (P.L. 744) (43 P.S. Section 951, et. seq.) of the Commonwealth of Pennsylvania prohibit discrimination because of race, color, religious creed, ancestry, age, sex, national origin, handicap, or disability, by employers, employment agencies, labor organizations, contractors, and others. The contractor shall agree to comply with the provisions of this Act as amended that is made part of this specification. Your attention is directed to the language of the Commonwealth's non-discrimination clause in 16 PA. Code 49.101.

### **36.0 UNACCEPTABLE OFFERS**

No bid will be accepted from, or contract awarded to, any person or firm which is in default to the School District upon any contract, or which is debarred by the Chester Upland School District for failure to perform previous contracts.

### **37.0 BID NOTES / DISQUALIFICATION OF BIDDERS**

- A. Bids containing any omissions, unexplained erasures or alterations or items or conditions not called for in the specifications or bid forms may be rejected as being unresponsive and/or incomplete.
- B. A bidder may be called upon before the awarding of a contract to it to submit evidence of its experience and ability to promptly, efficiently, and successfully carry out the scope of work outlined in these specifications. In order to present this evidence, the bidder may be required to submit survey forms completed by all current customers and customers for which the bidder completed work of a similar nature and scope over the past five years. Survey forms are part of Exhibit "D". In such cases, if the bidder is unable, through no fault of its own, to secure customer cooperation in completing the survey forms, the school district shall be notified of the names, addresses and telephone numbers of such customers and the school district shall contact the same in an effort obtain such information. A bidder is not to omit reference to any customer because of disagreements or conflicts.

## **Chester Upland School District Transportation Services**

C. A bidder shall, upon request by School District or its representatives, inform the School District in writing of the nature of any claims, suits or demands of any kind filed against it or it has filed against any customer for the period of the past five calendar years. Forms for this information are part of Exhibit "D". Such information shall describe in detail the nature of the claim, the amount of money in controversy, the arguments supporting each party's claim and the manner in which the conflict was resolved.

D. All bids shall be binding on the bidders for a period of 90 days subsequent to the bid opening, provided that bidders shall also be required to consent and grant in writing an additional 30-day extension for acceptance/ award of the bid.

E. Failure to comply with the foregoing instructions may result in rejection of the entire bid.

F. Bid forms are furnished in duplicate. Completed copy should be forwarded to the School District with your bid. The duplicate contained herein should be retained by the bidder.

Bidders may be disqualified, and rejection of offers may be made for any of the following causes:

- (a) Failure to use the Offer Form provided with this RFP.
- (b) Lack of signature by an authorized representative of the bidder on the offer form and the Non-Collusion Affidavit. (Refer to Attachment 8 for Instructions for Non-Collusion Affidavit)
- (c) Failure to complete the offer form and required attachments.
- (d) Evidence of collusion among Bidders.
- (e) Failure to disclose interest in the vendor by School District or employees or members of their immediate families.
- (f) Failure to offer pricing over the entire five-year term of this Request for Proposal.

### **38.0 REQUIRED SUBMITTALS**

The following submittals are required after notification of award:

- (a) Lists of vehicles, drivers, and attendants in accordance with Part Two sec. 5.0.
- (b) Criminal and Child Abuse history checks for all drivers and attendants.
- (c) Insurance documents.
- (d) Resumes of Key Managers, to be assigned to this effort, and contact information including: Name, address, and telephone number(s) of all other authorized person(s) servicing the contract.
- (e) Copy of appropriate business license(s).

### **39.0 ETHICS**

Are you aware of any interest or potential interest in your company or in performing for any awarded contract that may be held by an individual employed by the Chester Upland School District? If yes, please give the name of the individual and the nature of the interest, if known:

**Chester Upland School District  
Transportation Services**

**Chester Upland SCHOOL DISTRICT OFFER FORM**

To the Chester Upland School District, 1350 Edgmont Ave, Chester, PA, 19013

We the undersigned, herewith propose and agree to furnish to the Chester Upland School District, Chester, Pennsylvania, any one or all of the items or services that we have priced, at the prices set on the attached sheets.

This proposal is subject to all the terms of these specifications as printed on all pages, and we hereby agree to enter into a written contract to furnish such items, item, or service, as may be awarded to us, and to furnish such security these specifications require.

We understand that the Receiver reserves the right to reject any or all bids not deemed satisfactory or to select single items from any bid.

Two copies of this form were furnished to us: one we retained for our files and the other is returned to you containing our bid.

The undersigned bidder certifies to having read the contractual requirements, and "Scope of Work" and offers to furnish the article(s) and/or service specified to the Chester Upland School District in exact accordance with these specifications and conditions at the prices stated.

Subject to and in accordance with all the conditions and requirements of the attached RFP, which have been fully examined, the undersigned offers to furnish multi-mode transportation service upon the following basis, stated in terms of per bus per hourly cost – must be inclusive of all operational and administrative expenses outlined in this proposal.

**MINIMUM** Number of vehicles for contracted services \_\_\_\_\_

Number of Vehicles Available 1<sup>st</sup> Year \_\_\_\_\_

# of Drivers Available 1<sup>st</sup> Year \_\_\_\_\_ # of Attendants Available 1<sup>st</sup> Year \_\_\_\_\_

**SCHEDULE “B” -**

**TOTAL PROPOSAL PRICE (HOURLY RATE) FOR TRANSPORTATION SERVICES AS LISTED:** All prices should be based on the specified vehicle or equivalent. If an equivalent vehicle type is proposed, please provide a description and student capacity. All prices should be based on the round trip (to and from school) inclusive of fuel and shall be for the **2024- 2027** school year.

“Normal AM/PM run” below is defined as transportation from home(s) to school(s) in the morning and the return trip from school(s) to home(s) in the afternoon. The transportation bus, van and car run must be billed on an hourly basis, regardless of the amount of time needed to transport the students, staff, and faculty.

**Chester Upland School District  
Transportation Services**

**\*A FLAT RATE PER BUS PER DAY WILL BE ACCEPTED.**

1. Complete the chart below:

School	Bus Hourly Rate	Anticipated Bus Hours used per day	Van Hourly Rate	Anticipated Van Hours used per day	Car Hourly Rate	Anticipated Car Hours used per day	Comments	
Chester Upland HS								
Chester Upland School of the Arts								
STEM @ Showalter								
Toby Farms Intermediate								
Main Street Elementary								
Stetser Elementary								
1450 Edgemont Ave.								

<b>Cost per Hour for:</b>	<b>24-25</b>	<b>26-27</b>	<b>27-28</b>
After school activities			
Additional service (Vo-Tech )			
Sport and Field Trips			

**TOTAL PROPOSED VEHICLES ASSIGNED TO THE CUSD –**

1. Passenger Buses, please include bus capacities –
2. Wheelchair Accessibility or Handicap Buses, please include bus capacities –
3. Vans, please include van capacities –
4. Cars, etc., please include capacity -

**2. Athletic Event:**

Vehicle Rental Per Hour (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

**Chester Upland School District  
Transportation Services**

Cost Per Vehicle Driver (per hour): \$ \_\_\_\_\_

**3. Field Trip:**

Vehicle Rental (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

The above hereby acknowledges receipt of the following Bulletins and has prepared this Bid Form accordingly.

Bulletin #	Dated

We have filled in the appropriate blank:

(INDIVIDUAL)

\_\_\_\_\_ (SEAL)  
Name of Individual trading as (Trade Name)

(PARTNERSHIP)

\_\_\_\_\_ (SEAL)  
Name of Partnership trading as (Name of Partnership)

(CORPORATION)

\_\_\_\_\_ (SEAL)  
Name of Corporation  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

# Chester Upland School District Transportation Services

SIGNATURE: \_\_\_\_\_

NAME/TITLE OF RESPONSIBLE OFFICER: \_\_\_\_\_

DATE \_\_\_\_\_ BID PRICES WILL REMAIN FIRM FOR \_\_ DAYS.

**MINIMUM** Number of vehicles for contracted services \_\_\_\_\_

Number of Vehicles Available 1<sup>st</sup> Year \_\_\_\_\_

# of Drivers Available 1<sup>st</sup> Year \_\_\_\_\_ # of Attendants Available 1<sup>st</sup> Year \_\_\_\_\_

COMMENTS: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

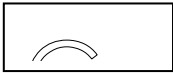
The above hereby acknowledges receipt of the following Bulletins and has prepared this Bid Form accordingly.

Bulletin #	Dated

We have filled in the appropriate blank:

(INDIVIDUAL)

\_\_\_\_\_ (SEAL)  
Name of Individual trading as (Trade Name)



(PARTNERSHIP)

\_\_\_\_\_ (SEAL)  
Name of Partnership trading as (Name of Partnership)

(CORPORATION)

\_\_\_\_\_ (SEAL)  
Name of Corporation  
MAILING ADDRESS: \_\_\_\_\_  
TELEPHONE NUMBER: \_\_\_\_\_

**Chester Upland School District  
Transportation Services**

SIGNATURE: \_\_\_\_\_

NAME/TITLE OF RESPONSIBLE OFFICER: \_\_\_\_\_

DATE \_\_\_\_\_ BID PRICES WILL REMAIN FIRM FOR\_\_ DAYS.





**Chester Upland School District  
Transportation Services**

**ATTACHMENT #2 - - DRIVER CERTIFICATION**

Name	Social Security	License Number	License Expiration Date	Physicians Certificate Exp	Driver Training Date

**FORM MAY BE DUPLICATED FOR ADDITIONAL DRIVERS  
MUST BE COMPLETED**



**Chester Upland School District**  
**Transportation Services**  
**ATTACHMENT #3 - FUEL CONSUMPTION REPORT**

VENDOR: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NOTE:

THIS FORM MUST BE  
SUBMITTED TO THE  
TRANSPORTATION SERVICES  
OFFICE ON OR BEFORE  
JANUARY 15 OF EACH YEAR

TO: Chester Upland School District  
Director of Transportation – Douglas Hart  
1350 Edgmont Ave.  
Chester, PA 19013  
dhart@chesteruplandsd.org

TRANSPORTATION OF SCHOOL CHILDREN FOR THE PERIOD FROM JANUARY 1 TO JUNE 30

- \* 1. Total gallons used \_\_\_\_\_ \$ \_\_\_\_\_ Average Price Per Gallon
- \*\* 2. Total number of school days \_\_\_\_\_
- 3. Total cost of gasoline \$ \_\_\_\_\_
- \*\* 4. Per Diem charge \$ \_\_\_\_\_ per day x \_\_\_\_\_ days \$ \_\_\_\_\_
- 5. Total cost of Request for Proposal \$ \_\_\_\_\_

TRANSPORTATION OF SCHOOL CHILDREN FOR THE PERIOD FROM JULY 1 TO JUNE 30

- \* 1. Total gallons used \_\_\_\_\_ \$ \_\_\_\_\_ Average Price Per Gallon
- \*\* 2. Total number of school days \_\_\_\_\_
- 3. Total cost of gasoline \$ \_\_\_\_\_
- \*\* 4. Per Diem charge \$ \_\_\_\_\_ per day x \_\_\_\_\_ days \$ \_\_\_\_\_
- 5. Total cost of Request for Proposal \$ \_\_\_\_\_

All fuel taxes due to the Commonwealth of Pennsylvania for the transportation listed above have been paid and are included in the above billing.

VENDOR: \_\_\_\_\_  
TITLE: \_\_\_\_\_  
SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PLEASE BE SURE TO ATTACH RECEIPTS SHOWING PURCHASES OF FUEL EQUAL TO OR IN EXCESS OF TOTAL GALLONS USED AS REFLECTED IN 1. ABOVE. NUMBER OF SCHOOL DAYS SHOWN IN 2. AND IN 4. SHOULD AGREE.

**Chester Upland School District  
Transportation Services**

**ATTACHMENT #4 – COMPLIANCE to ACT 34**

**STATEMENT OF COMPLIANCE OF PENNSYLVANIA ACT 34**

Under certain conditions of Act 34, independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of “Criminal History Record Information” from the Pennsylvania State Police. In the case of non-Pennsylvania residents, a report of “Federal Criminal Record Information” from the FBI is required in addition to the Pennsylvania State Police Report.

GENERAL

Before work begins, Independent Contractors and Sub-Contractors having employees working in the Chester Upland School District shall be required to do the following:

1. Provide a list of all current employees of the Contractor who will work within the School District.
2. Present the original document(s), current Request for Criminal Record Check (PA State Form SP4 164, 3-91) as returned from the Pennsylvania State Police, and/or Report of Federal Criminal History Record Information from the Federal Bureau of Investigation, to the Office of the Business Manager, for any person assigned to work within the School District. Original will be returned to Contractor and a copy retained by the School District.
3. If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above.
4. All costs for the Criminal History Information check/s will be borne by the prospective independent contractor.
5. The School District will follow the regulations promulgated by State Board of Education concerning the confidentiality of the Criminal History Record Information obtained pursuant to the Act.

As noted, the Act 34 has become a Bid Compliance and failure to comply will lead to rejection of Bid.

Pennsylvania State Form (SP 164) (3-91) may be obtained from local State Police Barracks.

**Chester Upland School District**  
**Transportation Services**  
**ATTACHMENT #5 – COMPLIANCE to ACT 151**

**STATEMENT OF COMPLIANCE OF PENNSYLVANIA ACT 151**

Under certain conditions of Act 151, independent contractors and their employees who provide services to a Pennsylvania school entity are required to obtain a report of “Pennsylvania Child Abuse History Clearance” from the Pennsylvania Department of Public Welfare.

**GENERAL**

Before work begins, Independent Contractors and Sub-Contractors having employees working in the Lower Moreland Township School District shall be required to do the following:

1. Provide a list of all current employees of the Contractor who will work within the School District.
2. Present the original document(s), current Pennsylvania Child Abuse History Clearance as returned from the Department of Public Welfare to the Office of the Business Manager, for any person assigned to work within the School District. Original will be returned to Contractor and a copy retained by the School District.
3. If any new employees are added to the work force during the course of the work, such employee/s must follow this same procedure described above.
4. All costs for the Child Abuse History Information check/s will be borne by the prospective independent contractor. Department of Public Welfare may charge a fee of not more than \$10 for the statement and is required to comply with the request for statements within 14 days of receipt.
5. The School District will follow the regulations promulgated by the State Board of Education concerning the confidentiality of the Child Abuse History Record Information obtained pursuant to the Act.

As noted, the Act 151 has become a Bid Compliance and failure to comply will lead to rejection of Bid.

Pennsylvania State Form [CY 113 3-95] may be obtained from the Pennsylvania State Police, (717) 783-6211.

**Chester Upland School District**  
**Transportation Services**  
**ATTACHMENT #6 -- NON-COLLUSION AFFIDAVIT**

INSTRUCTIONS:

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antbid-Rigging Act 73 P.S. 1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with bids.
2. This Non-Collusion Affidavit must be executed by the member, officer or employee of the bidder who makes the final decision on prices and the amount quoted in the bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids are unlawful and may be subject to criminal prosecution. The person who signs the Affidavit should examine it carefully before signing and assure himself or herself that each statement is true and accurate, making diligent inquiry as necessary, of all other persons employed by or associated with the bidder with responsibilities for the preparation, approval, or submission of the bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term "complementary bid" as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm, any intentionally high or noncompetitive bid, and any other form of bid submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the bid.

**Chester Upland School District  
Transportation Services**

NON-COLLUSION AFFIDAVIT

Contract/Bid No. \_\_\_\_\_

State of \_\_\_\_\_:

S.S.

County of \_\_\_\_\_:

I state that I am \_\_\_\_\_ (Title) of \_\_\_\_\_ (Name of firm) and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this bid.

I state that:

- (1) The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder, or potential bidder.
- (2) Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
- (3) No attempt has been made or will be created to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
- (4) The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from any firm or person to submit a complementary or other noncompetitive bid.
- (5) \_\_\_\_\_, (Name of Firm) its affiliates, subsidiaries, officers, directors and employees are not currently under any investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract, except as follows:

I state that \_\_\_\_\_ (Name of Firm) understands and acknowledges that the above representations are material and important and will be relied on the CHESTER UPLAND SCHOOL DISTRICT in awarding the contract(s) for which this bid is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment from the CHESTER UPLAND SCHOOL DISTRICT of the true facts relating to the submission of bids for this contract.

\_\_\_\_\_  
(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME  
THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 24\_\_

\_\_\_\_\_  
(Notary Public) My Commission Expires

**Chester Upland School District  
Transportation Services**

**Exhibit "A"**

**PERFORMANCE BOND**

KNOW THESE MEN BY THESE PRESENTS that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under laws of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, Surety (the "Surety", are held and firmly bound  
unto CHESTER UPLAND SCHOOL DISTRICT as Obligee (the "Obligee"), as hereinafter set forth, in the full and  
just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful  
money of the United States of America, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated.  
\_\_\_\_\_, 20\_\_ (the "Proposal"), to perform certain \_\_\_\_\_  
\_\_\_\_\_ work for the Obligee, in connection with  
\_\_\_\_\_ pursuant to plans, specifications, and other related documents,  
which are incorporated into the Proposal by reference (the "Contract Document"), as  
prepared by \_\_\_\_\_ and \_\_\_\_\_.

WHEREAS, the Obligee, is a "contracting body" under the provisions of Act No. 385 of the General Assembly of  
the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as, and cited as the  
"Public Works Contractors' Bond Law of 1967" (the "Act").

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal by the Obligee in  
accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding  
upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the  
Obligee and

WHEREAS, under the Contract, it is provided, inter alia, that if the Principal shall furnish this Bond the Obligee,  
and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the  
Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of  
which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of the bond are and shall be that if: (a) the Principal well, truly, and  
faithfully shall comply with and shall perform the Agreement in accordance with the Contract Documents, at the  
time and in the manner provided in the Agreement and in the Contract Documents, and if the Principal shall satisfy  
all claims and demands incurred in or related to the performance of the Agreement by the Principal, or growing out



**Chester Upland School District  
Transportation Services**

of the performance of the Agreement by the Principal, and if the Principal shall indemnify completely and shall save harmless the Obligee and all of its officers, agents and employees from any and all costs and damages which the Obligee and all of its officers, agents and employees may sustain or suffer by reason of the failure of the Principal to do so, and if the Principal shall reimburse completely and shall pay to the Obligee any and all costs and expenses which the Obligee and all of its officers, agents and employees may incur by reason of any such default or failure of the Principal; and (b) if the Principal shall remedy, without cost to the Obligee, all defects which may develop during the period of one (1) year from the date of completion by the Principal and acceptance of the Obligee of the work to be performed under the Agreement in accordance with the Contract Documents, which defects, in the sole judgment of the Obligee or its legal successors in interests, shall be caused by or shall result from defective or inferior materials or workmanship, then this Bond shall be void; otherwise, this Bond shall be and shall remain in force and effect.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Document, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release in any manner whatsoever, the Principal and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time acts of forbearance and/or reduction of retained percentage.

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Obligee a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidence the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporations, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Individual Principal)

WITNESS:

\_\_\_\_\_(SEAL)  
(Signature of Individual)  
trading and doing business as

\* \* \* \* \*

**Chester Upland School District  
Transportation Services**

(Partnership Principal)

WITNESS:

\_\_\_\_\_ (Name of Partnership)

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Partner

\_\_\_\_\_

BY: \_\_\_\_\_ (SEAL)  
Partner

\*\*\*\*\*

(Corporation Principal)

ATTEST:

\_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_ (Secretary)

BY: \_\_\_\_\_ (President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS:

\_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_

\*BY: \_\_\_\_\_ (Name of Corporation)

Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

\_\_\_\_\_

\*\*BY: \_\_\_\_\_ (Attorney-in-fact)

\*\*Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

**Chester Upland School District**  
**Transportation Services**  
**Exhibit "B"**

**BID BOND**

KNOW THESE MEN BY THESE PRESENTS that we, \_\_\_\_\_  
\_\_\_\_\_, as Principal (the "Principal"), and \_\_\_\_\_  
\_\_\_\_\_, a corporation organized and existing under laws of \_\_\_\_\_  
\_\_\_\_\_ of \_\_\_\_\_, Surety (the "Surety", are held and firmly bound  
unto CHESTER UPLAND SCHOOL DISTRICT as Obligee (the "Obligee"), as hereinafter set forth, in the full and  
just sum of \_\_\_\_\_

\_\_\_\_\_ Dollars (\$ \_\_\_\_\_) lawful

money of the United States of America, for the payment of which we bind ourselves, our heirs, executors,  
administrators, successors, and assigns, jointly and severally, firmly by these presents.

WITNESSETH THAT:

WHEREAS, the Principal heretofore has submitted to the Obligee a certain proposal, dated.

\_\_\_\_\_, 20\_\_ (the "Proposal"), to perform certain \_\_\_\_\_  
\_\_\_\_\_ work for the Obligee, in connection with  
\_\_\_\_\_ pursuant to plans, specifications and other related  
documents, which are incorporated into the Proposal by reference (the "Contract Document"), as  
prepared by \_\_\_\_\_ and \_\_\_\_\_.

WHEREAS, the Obligee, is a "contracting body" under the provisions of Act No. 385 of the General Assembly of  
the Commonwealth of Pennsylvania, approved by the Governor on December 20, 1967, known as, and cited as the  
"Public Works Contractors' Bond Law of 1967" (the "Act").

WHEREAS, the Act, in Section 3 (a), requires that, before an award shall be made to the Principal by the Obligee in  
accordance with the Proposal, the Principal shall furnish this Bond to the Obligee, with this Bond to become binding  
upon the award of a contract to the Principal by the Obligee in accordance with the Proposal; and

WHEREAS, it also is a condition of the Contract Documents that this Bond shall be furnished by the Principal to the  
Obligee and

WHEREAS, under the Contract, it is provided, inter alia, that if the Principal shall furnish this Bond the Obligee,  
and if the Obligee shall make an award to the Principal in accordance with the Proposal, then the Principal and the  
Obligee shall enter into an agreement with respect to performance of such work (the "Agreement"), the form of  
which Agreement is set forth in the Contract Documents.

NOW, THEREFORE, the terms and conditions of the bond are and shall be that if the Principal and any  
subcontractor of the Principal to whom any portion of the work under the Agreement shall be subcontracted, and if  
all assignees of the Principal and of any such subcontractor, promptly pay or shall cause to be paid, in full, all  
money which may be due any claimant supplying labor or materials in the prosecution and performance of the work  
in accordance with the Agreement and in accordance with the Contract Documents, including any amendment,

## **Chester Upland School District Transportation Services**

extension or addition to the Agreement and/or to the Contract Documents, for material furnished or labor supplied or labor performed, then this Bond shall be void, otherwise, the Bond shall be and shall remain in force and effect.

This Bond, as provided by the Act, shall be solely for the protection of claimants supplying labor or materials to the Principal or to any subcontractor of the Principal in the prosecution of the work covered by the Agreement, including any amendment, extension, or addition to the Agreement. The term "Claimant", when used herein and as required by the Act, shall mean any individual, firm, partnership, association, or corporation. The phrase "Labor or Materials" when used herein and as required by the Act, shall include public utility services and reasonable rentals of equipment, but only for periods when the equipment rented is used at the site of the work covered by the Agreement. As required by the Act, the provisions of this Bond shall be applicable whether or not the material furnished, or labor performed enters and becomes a component part of the public building, public work or public improvement contemplated by the Contract Documents and the Agreement.

As provided and required by the Act, the Principal and the Surety agree that any claimant, who has performed labor or furnished material in the prosecution of the work in accordance with the Agreement and in accordance with the Contract Documents, including any amendment, extension or addition to the Agreement, and/or to the Contract Documents, and who has not been paid therefore, in full, before the expiration of ninety (90) days after the day on which such claimant performed the last of such labor or furnished the last of such materials for which payment is claimed, may institute an action upon this Bond, in the name of the claimant in assumpsit, to recover any amount due the claimant for such labor or material; and may prosecute such action to final judgment and may have execution upon the judgment provided however, that: (a) any claimant who has a direct contractual relationship with any subcontractor of the Principal but has contractual relationship, express or implied, with the Principal, may institute an action upon this Bond only if such claimant first shall have give written notice, served in the manner provided in the Act, to the Principal, within ninety (90) days from the date upon which such claimant performed the last of the labor or furnished the last of the materials for which payment is claimed, stating, with substantial accuracy, the amount claimed and the name of the person for whom the work was performed or to whom the material was furnished; and (b) no action upon this bond shall be commenced after the expiration of one (1) year from the day upon which the last of the labor was performed or material supplied, for the payment of which such action is instituted by the claimant; and (c) every action upon this Bond shall be instituted either in the appropriate court of the County where the Agreement is to be performed or of such other County as Pennsylvania statutes shall provide, or in the United States District Court for the district in which the project, to this Agreement relates, is situated, and not elsewhere.

This Bond is executed and delivered under and subject to the Act, to which reference hereby is made.

The Principal and the Surety agree that any alterations, changes and/or additions to the Contract Document, and/or any alterations, changes and/or additions to the work to be performed under the Agreement in accordance with the Contract Documents, and/or any alterations, changes and/or additions to the Agreement, and/or any giving by the Obligee of any extensions of time for the performance of the Agreement in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Obligee toward the other with respect to the Contract Documents and the Agreement, and/or the reduction of any percentage to be retained by the Obligee as permitted by the Contract Documents and by the Agreement, shall not release in any manner whatsoever, the Principal and the Surety, or either of them, their heirs, executors, administrators, successors and assigns, from liability and obligations under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time acts of forbearance and/or reduction of retained percentage.

Provided, that it is expressly agreed that this Bond shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract Documents not increasing the contract price more than twenty percent (20%), to bind the Principal and the Surety to the full and faithful performance of the Contract Documents as so amended. The term "Amendment", wherever used in this Bond and whether referring to this Bond, the Contract Documents, or the Agreement, shall include any alteration, addition, extension, or modification of any character whatsoever.

Provided, further, that no final settlement between the Obligee and the Principal shall abridge the right of any beneficiary, whose claim may be unsatisfied.

**Chester Upland School District  
Transportation Services**

If the Principal is a foreign corporation (incorporated under any laws other than those of the Commonwealth of Pennsylvania) then further terms and conditions of this Bond are and shall be that the Principal or the Surety shall not be discharged from liability on this Bond, nor this Bond surrendered until such Principal files with the Oblige a certificate from the Pennsylvania Department of Revenue evidencing the payment in full of all bonus taxes, penalties and interest, and a certificate from the Bureau of Employment and Unemployment Compensation of the Pennsylvania Department of Labor and Industry, evidence the payment of all unemployment compensation, contributions, penalties and interest due the Commonwealth from said Principal or any foreign corporations, subcontractors thereunder or for which liability has accrued but the time for payment has not arrived, all in accordance with provisions of the Act of June 10, 1947, P.L. 493, of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the Principal and the Surety cause this Bond to be signed, sealed, and delivered this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

(Individual Principal)

WITNESS:

\_\_\_\_\_(SEAL)  
(Signature of Individual)  
trading and doing business as

\_\_\_\_\_

● \* \* \* \* \*

**Chester Upland School District  
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(Partnership Principal)

WITNESS: \_\_\_\_\_  
 \_\_\_\_\_ (Name of Partnership)

\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
 Partner

\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
 Partner

\_\_\_\_\_ BY: \_\_\_\_\_ (SEAL)  
 Partner

\*\*\*\*\*

(Corporation Principal)

ATTEST: \_\_\_\_\_  
 \_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_ BY: \_\_\_\_\_  
 (Secretary) (President)

(CORPORATE SEAL)

or (if appropriate)

WITNESS: \_\_\_\_\_  
 \_\_\_\_\_ (Name of Corporation)

\_\_\_\_\_ \*BY: \_\_\_\_\_  
 (Name of Corporation)

Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute on behalf of the corporation.

\_\_\_\_\_ \*\*BY: \_\_\_\_\_  
 (Attorney-in-fact)

\*\*Attach an appropriate power of attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-fact to act on behalf of the corporation.

**Chester Upland School District**  
**Transportation Services**  
**Exhibit "C"**

BID SECURITY AND BOND SPECIFICATION

1. The Contractor shall provide a bid bond to guarantee the bid for sixty (60) days as well as bonds covering the faithful performance of the contract and the payment of all labor, materials, and obligations arising thereunder in such form and amounts as specified below. The costs of all bonds shall be included in the Proposal of each bidder.
2. Each bid shall be accompanied by an acceptable Bid Bond or Certified Check made payable to the Chester Upland School District in the sum of not less than ten percent (10%) of the bid. The Bid Bond shall be forfeited as liquidated damages if the bidder fails to execute the Contract and provide contract bonds a specified within ten (10) days after Notification of Award.
3. Each bid must be accompanied by a Consent of Surety from a bonding company licensed in Pennsylvania stating that they will provide a one hundred percent (100%) Performance Bond and Labor and Materials Payment Bond. These Bonds shall be provided to the Chester Upland School District upon award of bid, prior to execution of the Contract. The form of these bonds are attached documents of the bid package, labeled Exhibit "A" and Exhibit "B".
4. Contractor shall also execute Agreement of Bid package, labeled Exhibit "C", when authorized by the District to do so after award of bid.

**Chester Upland School District  
Transportation Services**

Exhibit "D"

CONTRACTOR INFORMATION FORM

Name of Contractor/Bidder: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Brief statement indicating nature of scope of work to be performed.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List of all customers over past 5 years for which you completed work of a similar nature.

- 1. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
- 2. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
- 3. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
- 4. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_
  
- 5. Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Telephone: \_\_\_\_\_

List by name and court term and number all lawsuits in which you are involved or have been involved with the last 5 years.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



**Chester Upland School District  
Transportation Services**

Describe the nature of the claims, suits, or demands referenced above and the amount of money in controversy for each claim.

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In any of the above referenced claims, suits or demands have been resolved, state the nature of such resolution.

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\_\_\_\_\_  
Contractor/Bidder

**Chester Upland School District  
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Survey Sheet of Customers for whom Contractor has performed work.

Name of Customer: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

Brief statement describing nature of scope of work performed by (Contractor/Bidder)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Date on which project commenced/Date on which project was completed \_\_\_\_\_

Comments:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Prepared by:

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Chester Upland School District**  
**Transportation Services**  
**ATTACHMENT #7 - - School Listing**

Note: This is a reference listing of schools served and NOT ALL schools may be currently attended. An official list will be presented, subject to change, in July of each contract year.

Chester High School  
232 West 9<sup>th</sup> Street  
Chester, PA 19013

Design Thinking Digital Academy  
232 West 9<sup>th</sup> Street  
Chester, PA 19013

Toby Farm Intermediate School  
201 Bridgewater Road  
Chester, PA 19013

Stem at Showalter  
1100 West 10<sup>th</sup> Street  
Chester, PA 19013

Edgmont Scholars Academy  
1500 Highland Avenue  
Chester, PA 19013

Chester Upland School for the Arts  
501 West 9<sup>th</sup> Street  
Chester, PA 19013

Main Street Elementary School  
704 Main Street  
Upland, PA 19015

Stetser Elementary School  
808 East 17<sup>th</sup> Street  
Chester, PA 19015

Chester Community Charter School - West  
2730 Bethel Road  
Chester, PA 19013

**Chester Upland School District  
Transportation Services**

Chester Community Charter School - East  
214 East 5<sup>th</sup> Street  
Chester, PA 19013

Chester Community Charter School – Aston Campus  
200 Commerce Drive  
Aston, PA 19014

Chester Community Charter School – Upland Campus  
1100 Main Street  
Upland, PA 19015

Frederick Douglas Christian School  
700 Central Avenue  
Chester, PA 19013

Elwyn Davidson School  
100 East Old Baltimore Pike  
Media, PA 19063

The Christian Academy  
4301 Chandler Drive  
Brookhaven, PA 19015

Delaware County Intermediate Unit  
200 Yale Avenue  
Morton, PA 19070

Bonner Prendergast  
403 North Lansdowne Avenue  
Drexel Hill, PA

Cardinal O’Hara High School  
1701 Sproul Road  
Springfield, PA 19064

Cades  
401 Rutgers Avenue  
Swarthmore, PA 19801

Delaware County Christian School  
462 Malin Road  
Newport Square, PA 19073

**Chester Upland School District  
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Drexel Neumann Academy  
1901 Potter Street  
Chester, PA 19013

Easter Seals Delaware County DCIU  
468 North Middletown Road  
Media, PA 19013

Holy Family regional Catholic School  
3265 Concord Road  
Aston, PA 19014

LifeWorks School  
317 Gaylor Street  
Media, PA 19063

Notre Dame de Lourdes Catholic School  
990 Fairview Road  
Swarthmore, PA 19801

Rose Tree Media School District  
308 North Olive Street  
Media, PA 19063

**Chester Upland School District  
Transportation Services**

**Attachment #9**

Chester Upland School District  
1350 Edgmont Ave. Chester, PA 19013

**QUESTIONNAIRE**

- 1. Location of parent company and incorporation of contractor: \_\_\_\_\_  
\_\_\_\_\_
  
- 2. Proposed rate structure for drivers: Starting Salary: \_\_\_\_\_  
Maximum Salary: \_\_\_\_\_  
Years to Reach Maximum: \_\_\_\_\_
  
- 3. Benefits offered to drivers (medical, retirement, etc.) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- 4. Waiting period for benefits: Immediate Enrollment: \_\_\_\_\_  
After One Month: \_\_\_\_\_  
After Six Months: \_\_\_\_\_  
After One Year: \_\_\_\_\_  
Other: \_\_\_\_\_
  
- 5. Other Employment Benefits or Issues: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_