

Chartiers Valley School District

Request for Proposal  
Student Transportation Services

2025-2026  
2026-2027  
2027-2028  
2028-2029  
2029-2030  
2030-2031  
2031-2032

## REQUEST FOR PROPOSAL

Chartiers Valley School District invites qualified vendors to submit proposals for:

### Contracted Student Transportation Services

Questions regarding this Request for Proposal may be directed via email to Beth Wright, Director of Finance, at [bwright@cvsd.net](mailto:bwright@cvsd.net). Questions may be submitted until Friday, January 31, 2024, at 4:00 p.m. A document providing both questions and answers regarding the Request for Proposals will be available to all interested vendors by Wednesday, February 5, 2025.

#### A. INSTRUCTIONS FOR PROPOSAL

1. The vendor shall submit two (3) signed copies (1 original and 2 photocopies) of the completed proposal. Proposals must be submitted to the Chartiers Valley School District Administration Office, 2030 Swallow Hill Road, Pittsburgh, PA 15220 to the attention of Ms. Beth Wright, Director of Finance in a sealed envelope labeled “Student Transportation Services” no later than 4:00 p.m. prevailing time, on Monday, February 10, 2025 to be considered. A walk-through will take place at 97 Thoms Run Road, Bridgeville, PA 15017 on January 30, 2025 at 11:30 a.m. Proposals will be opened publicly on Tuesday, February 11, 2025 at 11:00 a.m. at 2030 Swallow Hill Road, Pittsburgh, PA 15220.
2. All proposals must have pages consecutively numbered, including any attachments, and shall be secured in the upper left corner by a binder clip. Proposals should not be bound, stapled or otherwise secured.
3. A duly authorized agent or officer of the company must affix their signature to their proposal (Exhibit A). The Non-Collusion Affidavit (Exhibit G) must be executed and returned.
4. The proposal shall be effective for a period of ninety (90) days from the date of opening, and no proposal may be withdrawn prior thereto.
5. All proposals shall EXCLUDE sales and excise taxes, as the Chartiers Valley School District is exempt from paying such taxes. The Chartiers Valley School District, upon request, will furnish exemption certificates.
6. The Contractor agrees, if awarded a contract, to furnish and deliver the specified services, at such time, and in such places, as herein stated; and that all of the services provided shall be subject to inspection and approval of the Chartiers Valley School District Board of Directors. In the event that any of the services SHALL BE REJECTED AS UNSUITABLE, or not in conformity with these specifications, the Chartiers Valley School District, through any option available, shall obtain such services in proper conformity. All costs involved in such situations will be at the expense of the Contractor.

7. All proposals shall be accompanied by a proposal bond or irrevocable letter of credit (in the name of Chartiers Valley School District) of not less than five (5%) percent of the total first year proposed cost, pledging that the proposer will enter into a contract with the Chartiers Valley School District on the terms stated in the proposal. Should the proposer refuse to enter into a contract or fail to furnish required performance and payment bonds, the amount of the security shall be forfeited to the Chartiers Valley School District as liquidated damages, not as a penalty. The proposal bond is due on the date of proposal submission. Unsuccessful bidders will have their bid bond or irrevocable letter of credit returned within thirty (30) days of award of the contract.
8. The selected contractor must execute the contract for a term beginning July 1, 2025. The contract will expire on June 30, 2030, with an option to extend the contract for additional years at the discretion of the Chartiers Valley School District. The Chartiers Valley School District will consider proposals for contract expiration dates other than June 30, 2030. The School District will have the option to extend the contract for an additional two (2) years.
9. This is a Request for Proposal and not an invitation for bids. The Chartiers Valley School District reserves the RIGHT TO WAIVE any informality, REJECT ANY AND ALL PROPOSALS, or parts thereof. The intent of the Request for Proposal is to lead to negotiation of a final contract. In order to permit the Chartiers Valley School District to undertake an analysis of diverse proposals, responding companies must respond to the terms of this Request for Proposal as they are set forth herein, and that response must be in the form of an offer that is firm for a period of ninety (90) days.
10. Please include at least three (3) letters of reference from current school district clients with your proposal.
11. The Chartiers Valley School District is currently operating **67** district-owned vehicles and **12** contractor-owned vehicles: **42** 66-76 passenger, **2** 26-48 passenger, **24** 18-24 passenger, **9** 9-passenger, and **2** wheelchair accessible vehicles. At this time, it is anticipated that the number of vehicles will remain the same; however, the Chartiers Valley School District reserves the right to add or subtract vehicles as enrollment conditions change or if routing efficiencies are achieved. Interested parties may submit price quotes for either (1) the entirety of the student transportation service runs or (2) a portion of the service runs. Please ensure this is defined in detail in Exhibit A.
12. The current routing schedule for the vehicles is attached for reference purposes in Exhibits B and D. It is anticipated that the routes will be materially similar in future years; however, routes are subject to change based on student enrollments, residential construction and the needs of the Chartiers Valley School District.

13. All requested information, including supplemental information, must be provided.
14. The Contractor should carefully examine the specifications and all other contract documents and data pertaining to the required student transportation services. The Contractor shall not, any time after submission of its proposal, make any claims alleging insufficient data in incorrectly assumed conditions or make any claim alleging misunderstanding with regard to the nature, condition, or character of the required student transportation services requested by the Chartiers Valley School District.

B. SCOPE

1. The Chartiers Valley School District, with a current student enrollment of 3,477, is a suburban district consisting of the municipalities of Bridgeville Borough, Collier Township, Heidelberg Borough, and Scott Township, located in Allegheny County, Western Pennsylvania. The component municipalities of the School District are located approximately ten (10) miles southwest of the City of Pittsburgh, the county seat of Allegheny County, Pennsylvania (the "County") and ten (10) miles east of Pittsburgh International Airport. The Component Municipalities of the School District encompass a combined land area of some 17.9 square miles. The School District, although primarily residential in character, also enjoys the benefits of a sizeable amount of commercial and industrial activity. The School District serves a 2020 population of approximately 30,000. The Chartiers Valley School District operates four (4) buildings: Elementary School (grades K-2), Intermediate School (grades 3-5), Middle School (grades 6-8), and High School (grades 9-12). The Chartiers Valley School District currently uses two (2) or three (3) grouped run times. Please refer to Exhibit B for Trip Sheets.
2. Under the provisions of Act 372, the Chartiers Valley School District also must provide transportation for resident students that attend public charter schools and non-public schools located within the Chartiers Valley School District's boundaries and up to ten (10) miles beyond. The Chartiers Valley School District is currently transporting **247 of 325** students attending charter and non-public schools. These are shown in Exhibit D.

C. PURPOSE

1. Transportation of the Chartiers Valley School District students is a specialized function. The essence of this student transportation contract is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. The students' interest in transportation takes precedence over the interest of either the Contractor or the Chartiers Valley School District. The primary obligation of the Contractor is to operate its affairs so that the Chartiers Valley School District will be assured of continuous reliable service. For the protection of our children, drivers, and all other people coming in contact with the students must be of stable personality and of the highest moral character. The

Chartiers Valley School District places and the Contractor accepts the full responsibility of assuring such qualities in personnel. Therefore, all required security and background checks must be satisfactorily completed in accordance with the law. The successful contractor during the term of the Agreement must provide current copies of employee clearance information to the Chartiers Valley School District Transportation Department by the first Friday in August of each year. For employees hired after the start of the school year, clearances must be provided to Chartiers Valley School District prior to the employee's first day of work.

2. Under the terms of this Service Agreement, the Contractor will be responsible for all aspects of pupil transportation services subject to the approval of the Chartiers Valley School District. As such, the Contractor must have the management, expertise, necessary regular and substitute drivers, vehicle mechanics, dispatcher, 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 meet the requirements as outlined herein.
3. The Contractor agrees to furnish and deliver the specified services, at such time, and in such places, as herein stated; and that all of the services provided shall be subject to inspection and approval of the Chartiers Valley School District. In the event that any of the services shall be rejected as unsuitable, or not in conformity with the terms of this Agreement, the Chartiers Valley School District through any option available, shall obtain such services in proper conformity. All costs involved in such situations will be at the expense of the Contractor.
4. This Agreement does not prohibit the use of additional transportation service providers by the Chartiers Valley School District during the term of this Agreement when this would be in the best interest of the Chartiers Valley School District. This is intended to include, but not limited to, special education or nonpublic school transportation coordinated or shared between or among the Chartiers Valley School District and other school districts.
5. Any future changes in conditions as outlined in this Request for Proposal that could affect the terms and conditions of this Agreement will be negotiated at the time of change.

D. APPLICABLE LAWS/POLICIES

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

2. The Contractor and the Chartiers Valley School District shall be bound by all rules and regulations now in effect or hereinafter adopted by the Federal Government, the above-mentioned agencies of the Commonwealth of Pennsylvania having jurisdiction over transportation of students, and the Chartiers Valley School District.
3. Any agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania. The Chartiers Valley School District will provide the Contractor access to all applicable school policies. These policies can also be found on the Chartiers Valley School District website: [www.cvsd.net](http://www.cvsd.net).

E. LIABILITY INSURANCE AND INDEMNIFICATION

1. The Contractor agrees that, prior to the effective date of the Agreement, Contractor will file with the Chartiers Valley School District satisfactory evidence of insurance provided by insurers, which are acceptable to the School District, and that have an AM Best rating of “A+” or greater, in the following amounts and kinds:
  - a. Comprehensive General Liability and Property Damage Insurance, with policy limits of not less than One Million (\$1,000,000) Dollars for each occurrence, and Two Million (\$2,000,000) Dollars in the aggregate, for bodily injury, personal/advertising injury and property damage;
  - b. Automotive Liability Insurance, covering owned and rented vehicles operated by Contractor, its consultants, agents, servants and employees, with policy limits of not less than One Million (\$1,000,000) Dollars combined single limit;
  - c. Umbrella or Excess Liability Insurance, with policy limits of not less than Five Million (\$5,000,000) Dollars per occurrence;
  - d. Workers’ Compensation and Employer’s Liability Insurance, in accordance with the applicable Pennsylvania state and federal statutory minimum requirements;
  - e. Employment Practices Liability Insurance, with a policy limit of not less than One Million (\$1,000,000) Dollars; and
  - f. Sexual Abuse and Molestation Insurance, applicable to all operations with limits of not less than Five Million (\$5,000,000) Dollars in aggregate and One Million (\$1,000,000) Dollars per occurrence.
2. All policies, excluding statutory worker’s compensation, shall name the Chartiers Valley School District, school board directors, officers, employees, and agents as additional insurers on a primary, non-contributory basis. The Certificates of Insurance obtained by Contractor will identify the Chartiers Valley School District

as a named, additional insured and certificate holder on all applicable policies of insurance where such designation is allowed by law.

3. The Certificates shall contain a provision that the coverage afforded under each policy will not be canceled or materially changed, unless at least thirty (30) days prior written notice has been given to the Chartiers Valley School District.
4. As verification of requisite insurance, Contractor shall provide to the Chartiers Valley School District for each such insurance required above, sufficiently prior to execution of the parties' Agreement:
  - a. Evidence of a Certificate of Insurance, written on an ACORD form, or other form acceptable to the School District's Solicitor, as agreed in advance.
  - b. Policy Endorsements identifying the Chartiers Valley School District as a named additional insured and certificate holder on the policies of insurance where such designation is allowed by law.
  - c. The insurance coverage provided shall not contain an exclusion for claims arising from sexual molestation.
5. The coverage afforded under each policy of insurance must be in effect for the duration of the Agreement and shall run concurrently with the effective dates of the Agreement. There are no exceptions to this provision, unless specifically approved in writing by the Chartiers Valley School District. Proof of this insurance shall be communicated to the School District's Business Office annually and at such times as change and/or policy renewal occurs.
6. All policies shall be endorsed to provide a waiver of subrogation rights in favor of the Chartiers Valley School District, school board directors, officers, employees and its agents for activities and operations covered by this Agreement.
7. Contractor shall secure from its insurance agent, broker, producer and insurer, evidence, in letter form with appropriate signatures of persons with authority to bind each, that the Agreement with the Chartiers Valley School District is an "insured contract" as that term is defined or commonly understood in the insurance industry, and therefore, the Agreement between Contractor and the Chartiers Valley School District is an exception to the "Contractual" exclusion under all required policies of insurance
8. In addition to the insurance requirements included as part of the specifications, the Contractor shall also defend, indemnify and hold harmless the Chartiers Valley School District, its directors, officers, agents, and employees with counsel of the School District's own choosing, from and against any and all claims, suits, judgments, and demands whatsoever, including without limitations to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death

of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, to the extent arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, its agents or employees, in the performance of the contract.

F. INDEPENDENT CONTRACTOR

It is understood and agreed by the parties hereto that the Contractor, while engaging in carrying out and complying with any of the terms of this Agreement, is an Independent Contractor and is not an officer, agent or employee of the Chartiers Valley School District. Personnel furnished by the Contractor to perform the functions specified in the contract shall be employees of the Contractor. Contractor shall pay all salaries, wages, social security taxes, federal and state unemployment insurance, and any other taxes relating to the employment of such employees. Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation necessary to carry out the terms of the contract.

G. NON-TRANSFERABLE CONTRACT

This Agreement shall not be transferred or assigned without the prior approval and written consent of the Chartiers Valley School District. If the Contractor conducts a sale of fifty (50%) percent or more of the stock or assets of the corporation, other than inter-family transfers of stock, the contract shall be terminable at the option of the Chartiers Valley School District. If the Contractor is a partnership or sole proprietorship, a sale of fifty (50%) percent or more ownership of the business shall be cause for termination of the contract, at the option of the Chartiers Valley School District. An assignment for the benefit of creditors or the filing of bankruptcy or appointment of a receiver shall likewise be cause for termination, at the option of the Chartiers Valley School District.

H. FORFEITURE

1. If the Contractor fails to perform satisfactorily or fails to furnish safe and adequate personnel and equipment or otherwise fails to comply with the terms of the Agreement, the Chartiers Valley School District may terminate the Agreement upon written notice and procure service elsewhere. The Chartiers Valley School District may in its sole discretion offset subsequent payments; call for forfeiture of the bid bond; and any other surety instruments and/or collateral.
2. If the Contractor fails to perform timely and satisfactorily any of the services required under the provisions of this Agreement, the Contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the Chartiers Valley School District be able to obtain such services elsewhere, the Contractor shall additionally be liable and, upon submission of an invoice by the Chartiers Valley School District, to pay to the Chartiers Valley School District the additional cost in obtaining the services above the contractual rate in effect between the Contractor and the Chartiers Valley School District. In the event the Chartiers Valley School



District should be unable to obtain such services elsewhere, or in lieu thereof at the option of the Chartiers Valley School District, the Contractor shall pay the Chartiers Valley School District, in addition to any other amounts payable hereunder, additional administrative costs to the Chartiers Valley School District in the amount of One Thousand (\$1,000.00) Dollars per day to be deducted from the next payment to the Contractor.

I. DISCRIMINATION PROHIBITED

1. Discrimination Prohibited – According to Section 62, Pa. C.S.A. §3701, and applicable federal law, the contractor agrees that:

a. In the hiring of employees for the performance of work under this contract, no contractor, or any person acting on behalf of the Contractor, shall by reason of gender, race, creed or color discriminate against any person who is qualified and available to perform the work to which the employment relates. No contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed or color;

b. This contract may be cancelled or terminated by the Chartiers Valley School District and all money due or to become due hereunder may be forfeited for a violation of the discrimination terms or conditions of the contract.

2. Human Relations Act

The provisions of the Pennsylvania Human Relations Act, Act 222 of October 27, 1955 P.L. 744) (43 P.S. Section 951, *et seq.*) prohibit discrimination because of race, religious creed, ancestry, age, sex, national origin, handicap or disability by employers, employment agencies, labor organizations, contractors and others. The Contractor shall agree to comply with the provisions of the Act as amended that is made part of this specification.

J. GENERAL CONDITIONS

1. Management Staff

a. The Contractor shall provide a local manager to handle the daily operation of student transportation for the Chartiers Valley School District as outlined in this Agreement. The manager shall be the representative of the Contractor and must have authority to act on behalf of the Contractor. All communications given to the manager shall be as binding as if given to the Contractor. The manager and manager's staff will remain on duty until every student has been safely transported to their designated stop. The manager will be available twenty-four (24) hours a day and shall have a cell phone and provide the Chartiers Valley School District with these telephone

numbers. The manager will be available to answer all parent and Chartiers Valley School District inquiries and meet with drivers, parents, students and school administrators as needed. The manager will resolve any problems that arise in the day-to-day management of the operation. A copy of the proposed manager's credentials and/or resume must be included with the proposal.

- b. The Chartiers Valley School District may interview the proposed manager or other personnel prior to awarding the contract.
- c. The Chartiers Valley School District must approve the appointment of the local manager and reserves the right to reject any manager proposed by the Contractor.
- d. The Contractor shall provide, as a minimum, all other management support services such as personnel, licensing, training, supervision, and evaluation necessary to carry out the terms of the contract.

2. Drivers/Personnel

- a. The Contractor agrees to maintain an active roster of the necessary drivers at its cost and expense to operate each of the Chartiers Valley School District dedicated vehicles. Such drivers and support persons are the employees of the Contractor and not of the Chartiers Valley School District. In addition, the Contractor agrees to provide one (1) substitute driver for every ten (10) of the Chartiers Valley School District's regularly scheduled drivers in order to maintain continuity on Chartiers Valley School District's bus runs. Failure to maintain the aforementioned level of drivers shall be sufficient grounds for termination of this Agreement upon written notice to the Contractor. The Contractor must maintain and provide a list of all substitute drivers to the Chartiers Valley School District on or before the 15<sup>th</sup> of each month.
- b. The Contractor agrees that each bus will be operated by a properly trained and licensed driver, and that all operators shall meet all rules and regulations of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation. Act 34, Act 114 and Act 151 background clearances, an Act 168 employment history review and a mandatory drug and alcohol testing are required. Act 34, Act 114, Act 151 and Act 168 forms along with a list of drivers and a photocopy of their licenses and completed physical examination form shall be provided to the Chartiers Valley School District prior to the assignment of any new driver.
- c. The Contractor must conduct annual physical examinations for all operators of all vehicles. These evaluations must be kept on file and may be requested by the Chartiers Valley School District at any time. The Chartiers Valley

School District reserves the right to request a physical examination of a vehicle operator with a physician designated by the Chartiers Valley School District at any time.

- d. The Contractor, at his/her own expense, shall produce and distribute a comprehensive driver handbook which will include rules and regulations, training requirements, required forms, driver responsibilities, driving practices, emergency and discipline procedures, route information, first aid information, pertinent telephone numbers, a wireless direct communication system or comparable system, operation procedures, and other significant information. A copy of the above listed documents must be provided to the Chartiers Valley School District for its files. The driver handbook should be updated annually and a copy should be submitted to the Chartiers Valley School District prior to the start of each school year.
- e. Contractor agrees to provide properly trained bus monitors as requested by the Chartiers Valley School District. Criminal history reports, child abuse clearances and Act 168 employment history reviews shall be provided for each monitor prior to their initial assignment. Monitors must attend a meeting prior to beginning service for the Chartiers Valley School District. The meeting will address duties expected of the monitor during the transportation process and the needs of any particular child or children to whom the monitor will be attending.
- f. Drivers and monitors must dress appropriately and maintain personal hygiene suitable for working around children.
- g. Drivers and monitors must wear photo identification while driving for the Chartiers Valley School District or when on Chartiers Valley School District property pursuant to their responsibilities as a driver.
- h. Drivers must conduct a pre-trip and post-trip inspection of each vehicle being utilized by the Chartiers Valley School District. The Contractor must institute a procedure to document and ensure that these inspections occur each day of operation. Failure of a driver to conduct a pre-or post-trip inspection is grounds for immediate removal of the employee from providing further services to Chartiers Valley School District.
- i. The Contractor shall conduct an annual performance evaluation of all Contractor personnel and every driver to include driving ability, interaction with students, communication with administration, and communication with the public. The Chartiers Valley School District may request a copy of any evaluation. In addition, inappropriate behavior by any personnel must be handled through an appropriate discipline procedure that may include the issuing of verbal reprimands, written reprimands, demotion or suspension, and termination of employment. The Contractor shall notify the appropriate

Chartiers Valley School District personnel when a driver or any personnel has received a step in the discipline process.

- j. The Chartiers Valley School District shall be provided with a list of proposed drivers and approve such a list prior to the commencement of the school year. The Chartiers Valley School District also reserves the right to request and the Contractor shall remove any driver, monitor and any personnel from the Chartiers Valley School District at any time in the Chartiers Valley School District's discretion. The Chartiers Valley School District also reserves the right to request and the Contractor shall remove any driver or monitor who fails to comply with Chartiers Valley School District policies or fails to improve performance following reported incidents. The Chartiers Valley School District or Contractor may request a joint investigation of any incidents and a discussion of possible actions. The Chartiers Valley School District's decision in this regard is final. Failure of the Contractor to remove a driver, monitor or any personnel after receiving notification from the Chartiers Valley School District is grounds for termination of this Agreement upon written notice to the Contractor.
- k. The Contractor will comply with a request by the Chartiers Valley School District to remove any school bus driver who, in the Chartiers Valley School District's opinion, is not qualified to operate a school bus, cannot properly control student behavior or is negligent in his/her duties.
- l. As noted above, the Contractor will provide sufficient drivers and substitute drivers to cover all contracted runs without exception.
- m. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus/van run for the purposes of route familiarization and to maintain the highest level of student services. It is the express desire of the Chartiers Valley School District that the rate of driver turnover be minimized.
- n. Drivers shall not use earbuds, earphones or headphones, a cell phone, or any other device at any time during the course of transport of school students that would, in any manner, cause or make it more likely for a driver to be distracted from driving, monitoring driving or roadway conditions, or for monitoring the safety and well-being of the students in his/her care, custody and control.
- o. Students shall be taken on and discharged from the bus only at the designated stops and to the extreme right of the road or other location as authorized by the Chartiers Valley School District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School

Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.

3. Testing and Training

- a. Drug/Alcohol. The Contractor must comply with and exceed standards for CDL drug and alcohol testing to the minimum level of a one hundred (100%) percent random drug sample and fifty (50%) percent random alcohol sample at random times within each school year of this Agreement. The Contractor must provide documentation that every employee is tested a minimum of once every year of this Agreement in addition to any pre-employment or random testing. All new employees must be tested prior to employment. Testing must be conducted by an independent agency. Any employee who refuses to take a random drug/alcohol test or any employee who comes to work under the influence of drugs or alcohol during work hours or who test positive for drugs or alcohol will be removed immediately. The Chartiers Valley School District reserves the right to request testing of any employee for cause. If a driver receives a citation for drug or alcohol use (including on off-duty time), the Chartiers Valley School District should be notified as soon as possible. The Chartiers Valley School District reserves the right to request the driver be removed from service. The Contractor will comply with a request by the Chartiers Valley School District to remove any bus driver who, in the Chartiers Valley School District's opinion, has violated this standard.
- b. Safety/Training Programs. The Contractor must provide, as a minimum, an overview of safety/training programs on an annual basis prior to the start of the school year. In addition, the Contractor must provide an ongoing and comprehensive safety-training program to its employees. The Contractor, in cooperation with the Chartiers Valley School District's Director of Transportation, will conduct mandatory employee meetings at least three (3) times during the school year. These programs may include such items as bus operation, emergency procedures, conflict resolution, wellness programs, CPR, first aid, seizure training, universal precautions, mandatory reporting and other training to help the employees meet student needs.
- c. Special Needs Training. The Contractor will provide, at its own expense, all necessary training to its personnel and Chartiers Valley School District hired or contracted special education bus aides who assist students. Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. To assist in the specialized contractor employee training, the Chartiers Valley School District may provide training opportunities and other resources to the Contractor's employees at the Contractor's own expense. Chartiers Valley School District reserves the

right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons.

- d. Special Circumstance Training. The Contractor will provide, at its own expense, all necessary training in cooperation with the Chartiers Valley School District for situations such as proper handling of students and equipment regarding allergies or certain other circumstances.
- e. Failure to comply with testing/training requirements of this Section shall constitute a material breach of contract by the Contractor and the Chartiers Valley School District has the right to terminate this Agreement upon written notice to the Contractor.

4. Vehicles and Equipment (Proposal requests Alternates A & B)

- a. Numbers of Vehicles. The Contractor is to provide and operate adequate vehicles to safely and efficiently perform all services required within this Agreement.
- b. School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety. Specifically, all vehicles, including nine (9) passenger vehicles, used by the Contractor will be fully compliant with all federal school bus construction standards. (If proposals received are not cost-effective, the Chartiers Valley School District may reconsider this requirement.) The Contractor must have all vehicles inspected as required by law and provide the Chartiers Valley School District a copy of each vehicle's Certificate of Inspection annually and prior to the start of the school year. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- c. Age of Vehicles. Under no circumstances during the life of the Agreement shall a regular vehicle be used which is more than twelve (12) years old at the conclusion of the school year it is in use. At least twenty (20%) percent of the vehicles shall be zero (0) to four (4) years old, forty (40%) percent shall be five (5) to eight (8) years old, and forty (40%) percent shall be nine (9) to twelve (12) years old. Vehicle age should be calculated from the date the vehicle was manufactured. A list of all vehicles that are in service within the Chartiers Valley School District shall be filed with the Chartiers Valley School District's representative during the first week of each school year and updated each month, if applicable.

- d. Size of Vehicles. All buses servicing the Chartiers Valley School District shall have a rated seating capacity agreed to by the Chartiers Valley School District. The Contractor shall replace any bus with a larger seating capacity bus upon prior approval or request of the Chartiers Valley School District.
- e. Maintenance of Vehicles. All vehicles shall be maintained in sound mechanical, physical and sanitary condition. The Contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month - September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. Repairs to broken equipment, such as windows, torn seats, etc. must be completed with forty-eight (48) hours of the time that the Contractor was made aware or should have known of such deficiencies. Vehicles with mechanical problems shall not be placed in or returned to service until such mechanical problems have been corrected and reported according to state inspection and standards as verified by the Chartiers Valley School District. The Contractor must have all vehicles inspected as required by law and provide the Chartiers Valley School District a copy of each vehicle's Certificate of Inspection. The Chartiers Valley School District reserves the right to inspect or cause to be inspected all vehicles without prior notice.
- f. Ownership of the Fleet
  - i. ALTERNATE A: The School District will maintain ownership of its current fleet. The Contractor will make all repairs to existing fleet and purchase any required parts to maintain the fleet. The Contractor will purchase all new vehicles when the age of the vehicle has reached its life cycle.
  - ii. ALTERNATE B: The Contractor will purchase the existing fleet (Exhibit F) at the Fair Market Value of each vehicle. The Contractor's proposed purchase price should be provided in Exhibit F.
- g. Equipment on vehicles
  - i. All buses must be lighted vehicles, except nine (9) passenger buses that must be school bus constructed vehicles. (If proposals received are not cost-effective, the Chartiers Valley School District may reconsider this requirement.)
  - ii. Communication System. All buses will be equipped with wireless, multi-channel direct communication systems or comparable equipment to permit immediate communication with the dispatcher and among the buses used under the terms of this Agreement. The Contractor will agree to utilize and maintain the system on all buses

and vehicles in service. The communication system will remain the property of the Contractor, and any licensing renewal fees will be paid by the Contractor. Use of the communication system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The Contractor will assume the ongoing maintenance of the system and purchase additional devices as necessary. The Contractor, at his/her expense, will install and maintain base-station multi-channel radio(s) to provide communication between the buses and the Contractor. One base-station multi-channel radio will be provided to the Chartiers Valley School District to be used as a means of traffic monitoring and sufficient strength to cover the Chartiers Valley School District community in its entirety.

- iii. Video Monitoring. Contractor will provide video recording equipment on all buses servicing the Chartiers Valley School District. The system shall be a digital video capturing device that is compatible with existing equipment that is owned by the Chartiers Valley School District. Selection of the system should be in collaboration with the Chartiers Valley School District Transportation Department and subject to approval. In addition, the video monitoring equipment should be capable of recording audio if it is so desired by the Chartiers Valley School District. The Chartiers Valley School District requests a multi-view camera system based on the size and specifications on each bus and must be actively recording digital video equipment. The camera system must provide full coverage of the interior of the vehicle. The Contractor agrees to furnish the camera(s) and labor to install the same. When requested from the Chartiers Valley School District, the Contractor shall provide the applicable storage device to the Chartiers Valley School District for review within twenty-four (24) hours. Video (and audio if so desired by the Chartiers Valley School District) should be kept by the Contractor for a minimum of thirty (30) days. The Chartiers Valley School District reserves the right to request additional video (and audio if so desired by the Chartiers Valley School District) retention longer than thirty (30) days if a specific need or concern arises. Prior to video disposal or reuse, the Contractor should provide the Chartiers Valley School District with the option of downloading video for future use if needed. The Contractor will be responsible for providing (on a permanent basis) a single user license for software and any related computer peripheral devices needed to review and to export video.
- iv. Global Positioning Systems (GPS). All vehicles will be equipped with global positioning systems. The system must be compatible with the Chartiers Valley School District's routing software. This



information will allow for assistance in route development, the tracking of driver habits, the verification of schedules, mapping new housing developments and assisting with detours, if needed. Additionally, the system must provide access to families via a mobile app. Selection of the system should be in collaboration with the Chartiers Valley School District Transportation Department and subject to approval. The Chartiers Valley School District reserves the right to request, and the Contractor shall provide licensing access to the global positioning system including any and all information housed within these systems.

- v. Vehicles will be equipped with an audible child check system.
  - vi. Vehicles will be equipped with required safety equipment including, but not limited to, a fire extinguisher, first aid kit, bodily fluid cleanup kit, fire bar and reflective triangles.
- h. Numbering on Vehicles. All buses are to be numbered with black decal or black paint with the following specifications:
- i. Bus numbers correspond either at the request of the Chartiers Valley School District or a mutually agreed upon grouping of numbers.
  - ii. The numbers shall be six (6) inches in height.
  - iii. All buses will be numbered with the Chartiers Valley School District numbers as follows: below the driver's window, under the windshield on the passenger side, to the left of the front door, and on the middle of the rear emergency door.
  - iv. No other numbers will appear on the exterior of the bus other than that specified by Pennsylvania law.
  - v. The name "Chartiers Valley School District" shall be placed on both sides of each vehicle.
  - vi. When replacement/spare buses are used, a bus number must be displayed over the four areas listed in item iii. Complete magnetic number kits must be maintained on all vehicles. Single windshield signs are not acceptable.
- i. Replacement/Spare Vehicles. The Contractor shall provide spare vehicles in number of at least ten (10%) percent of the total vehicles contracted to ensure no interruption of service due to breakdowns, regular maintenance, or short notice of additional runs needed by the Chartiers Valley School District. Spare vehicles used for regularly scheduled routes in excess of five

(5) school days must have the approval of the Chartiers Valley School District.

- j. The Contractor shall provide a lighted safety vehicle for use regarding the Chartiers Valley School District contract.
- k. At the Chartiers Valley School District's sole election and express written direction, Contractor shall replace some or all of District's contracted vehicles from gasoline and/or diesel fueled to alternative fueled vehicles that are manufactured for the specific alternative fuel (referred herein as "Replacement"):
  - i. Replacement will be performed by Contractor, at Contractor's sole expense, according to a mutually agreed upon time frame.
  - ii. Contractor shall not charge the Chartiers Valley School District more than One (\$1.00) Dollar for the Chartiers Valley School District's use or access to alternative fueling facilities located on Contractor's property.
  - iii. No other costs or charges relating to the Replacement or use of alternative fueled vehicles shall be charged by Contractor to the Chartiers Valley School District, other than for the School District's fifty (50%) percent share of direct cost of fuel as provided herein.
  - iv. Contractor shall be solely responsible for the safe installation, operation and fueling of all equipment provided pursuant to this Agreement, including alternative fueled vehicles.
  - v. At the Chartiers Valley School District's request, Contractor agrees to provide relevant information regarding alternative fueled student transportation to the Board of School Directors and other stakeholders.
  - vi. In the event that the Chartiers Valley School District opts to replace some or all of contracted vehicles with alternative fuel vehicles that are manufactured for the specific alternative fuel, fifty (50%) percent of the cost of alternative fuel required by the Contractor to operate Chartiers Valley School District contracted vehicles will be paid for by the Chartiers Valley School District. The Chartiers Valley School District will supply the alternative fuel used by the Contractor under the terms of this Agreement and to the extent provided herein will charge fifty (50%) percent of the cost thereof to the Contractor by deducting the fifty (50%) percent portion of the amount paid for such alternative fuel from the payments to the Contractor under the terms of this Agreement. The Chartiers Valley

School District and Contractor shall equally share the cost of alternative fuel. The Contractor shall maintain accurate and complete records reflecting the quantity of alternative fuel consumed in the performance of this Agreement and provide such records to the Chartiers Valley School District on a monthly basis.

5. Facilities / Fuel.

- a. Location of Facility. The Contractor shall maintain a terminal and satellite location(s) at such locations necessary to ensure vehicle emergency response time of no more than thirty (30) minutes, and to effectively minimize vehicle mileage without students. The terminal site should include fleet parking, fueling and the necessary structure(s) to accommodate the maintenance of vehicles and provide office space for management personnel. The office space should be equipped with a two-way radio to allow communication with the bus drivers, and with office equipment and connectivity to facilitate communication with the Chartiers Valley School District. The Contractor shall have the option of renting the School District's current facilities for fuel storage, vehicle storage, maintenance garage and dispatch facility. Terms of this rental will be negotiated as a separate addendum to the contract.
- b. Fuel Storage. The Contractor will be responsible for storage of fuel required for the operation of all Chartiers Valley School District's student transportation service needs. The Contractor will bear all costs associated with the storage of said fuel. The Contractor shall be responsible for the maintenance and insurance of the fuel storage tanks. The Contractor shall provide a system that ensures the fuel is only used by vehicles in service to the Chartiers Valley School District and safeguards the fuel from private/unauthorized use. Monthly fuel usage reports will be submitted by the Contractor to the Chartiers Valley School District (no later than five (5) days after month end), which detail the types and amounts of fuel used. The report must also certify all fuel was used for the purpose of transporting Chartiers Valley School District students and personnel of authorized trips or detail fuel used for non-district purposes and subject to reimbursement by the Contractor to the Chartiers Valley School District at the Chartiers Valley School District's cost. The Contractor will notify the Chartiers Valley School District of all fuel vendor deliveries within one (1) school day of the delivery date. The storage of fuel must be done in accordance with all State and Federal laws and regulations. Under NO circumstances shall a driver stop to fuel a vehicle while in the process of transporting students.
- c. Fuel Costs. The Chartiers Valley School District will supply all fuel used by the Contractor under the terms of this Agreement and to the extent provided herein will charge one hundred (100%) percent of the cost thereof

to the Contractor by deducting the one hundred (100%) percent portion of the amount paid for such fuel from the payments to the Contractor under the terms of this Agreement. The Contractor shall maintain accurate and complete records reflecting the quantity of fuel consumed in the performance of this Agreement and provide such records to the Chartiers Valley School District on a monthly basis.

6. Park Outs. Contractor may choose to offer park outs to drivers as employment or retention incentives, provided all School District requirements are met. Should the Contractor wish to approve park outs located more than ten (10) miles from the Contractor's terminal, the Contractor will pay the Chartiers Valley School District an excess mileage rate equal to the excess mileage rate for field trips included in the Exhibits for each mile beyond the allowable ten (10) miles. It is the Contractor's responsibility to properly supervise all drivers, including those with park out privileges. Contractor will communicate with all park out drivers at the beginning of their runs to ensure the required pre-trip inspection has been completed. This also applies to the post-trip inspection being completed at the end of the day. Additionally, all park out drivers must report to the terminal or satellite location at least once per day to allow for information updated and to have video pulled from the bus camera system.

#### K. REPORTING/SCHEDULING REQUIREMENTS

##### 1. Scheduling Bus Routes

The scheduling shall designate the time and the place of all bus stops. The bus shall follow the EXACT route as prepared by the Chartiers Valley School District and not deviate unless emergency conditions dictate otherwise. In the case of an emergency, any deviation of established routes shall be reported promptly to the Chartiers Valley School District's Director of Transportation. Chartiers Valley School District reserves the right at any time to increase or decrease the number of routes and to modify routes as determined by the Chartiers Valley School District, at its sole discretion, is appropriate or necessary to meet its transportation needs. In such event, the Contractor's monthly billing will reflect the adjusted count, and the amount will be increased or decreased according to the vehicle rates included in the Exhibits.

The Contractor is solely responsible for the actions of their drivers who are required to follow their routes as scheduled.

Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the Chartiers Valley School District prior to utilization.

An operating time schedule for each school shall be provided by the Chartiers Valley School District. The parties shall use this information to create and designate the time and place of all bus stops, both morning and evening. These schedules shall be carried in the bus and provided to the schools. The time schedule may be modified by the Chartiers Valley School District as it deems necessary or advisable.

Contractor will record, per each run, the miles with students, and miles without students, as well as pupil count, for one (1) school day per month for eight (8) months (October through May) and provide this information to the Chartiers Valley School District on a monthly basis.

At the request of the Chartiers Valley School District, but on not more than two (2) occasions, Contractor shall provide, at no additional cost to the School District, not more than four (4) buses for transportation services involving special events, including, but not limited to, football playoff games.

The Contractor shall provide student activity buses providing a third run home from school for students participating in after school events, activities, and/or detention program of the Chartiers Valley School District. These buses leave the Chartiers Valley School District's secondary campus at approximately 4:00 p.m. Monday through Friday unless inclement weather requires cancellation.

Contractor shall provide runs between the Chartiers Valley School District's secondary campus and the Vocational-Technical School as required by the Chartiers Valley School District. The School District shall pay the Contractor as set forth in the Exhibits for layover of drivers providing service to the Vo-Tech.

## 2. Reporting Requirements

- a. District Reports. The Contractor must agree to complete any and all necessary forms furnished by the Chartiers Valley School District as often as required by the Chartiers Valley School District for the proper administration of this Agreement and to provide such information to the Chartiers Valley School District as is necessary to evaluate the operation of this Agreement and the transportation system there under. Such information shall be provided to the Chartiers Valley School District within fifteen (15) days of each request or a mutually agreed upon time period.
- b. State Reports. The Contractor agrees to provide the Chartiers Valley School District with all information essential to the completion and submission of the Pennsylvania Department of Education Transportation Reimbursement Application and any other required documents. These reports must be forwarded to the Chartiers Valley School District no later than thirty (30) days after the last regular busing day of the school year. In addition, the Contractor will keep and file with the Chartiers Valley School District any

records and reports which the Chartiers Valley School District may be reasonably require.

- c. Other Reporting Requirements. The Contractor will assist in tracking and providing required documentation for any types of State or Federal reporting requirements the Chartiers Valley School District must adhere to that require some level of assistance from the Contractor.
- d. Vehicle Information. The Contractor must provide an annual report to the Chartiers Valley School District that includes: year of manufacture for every vehicle, the seating capacity, the vehicle identification number, the title number the license plate number and all other applicable vehicle identification information.
- e. Accident/Incident Information
  - i. The Contractor will immediately notify the Chartiers Valley School District of any accident involving a vehicle covered under this contract whether occurring during Chartiers Valley School District transportation or not. For purposes of this section, the term “incident” shall include any event involving a law enforcement officer, emergency medical personnel or emergency road repair or towing personnel. Contractor will investigate all accidents/incidents involving school vehicles covered by the Agreement immediately. The Contractor will notify the Chartiers Valley School District of all incidents including any with property damage or personal injury. A report of the same will be provided to the Chartiers Valley School District within twenty-four (24) hours and will notify PennDOT on the appropriate form within five (5) days. The Contractor will provide the Chartiers Valley School District with copies of all forms submitted to PennDOT.
  - ii. Upon request of the Chartiers Valley School District, Contractor will provide an accident/incident report, with complete documentation, relating to any Contractor vehicle within twenty-four (24) hours.
- f. Pupil Supervision. The Chartiers Valley School District delegates to Contractor the necessary authority to supervise and control students on buses in accordance with Chartiers Valley School District rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those that present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the Chartiers Valley School District's Director of Transportation and the principal of the student's school. At no

time does Contractor have the authorization to suspend a student or refuse to pick up or drop off said student for any reason. Contractor and its personnel shall maintain the confidentiality of all student disciplinary referrals and reports or other information protected from disclosure.

- g. Emergency Drills. The Contractor agrees to conduct bus evacuation drills as mandated.
- h. Weather Advisory. The Chartiers Valley School District shall determine if any delays, cancellations, early dismissals shall be in effect and shall communicate the same to the Contractor. However, the Contractor should be available to advise the Chartiers Valley School District as to road conditions, especially during periods of inclement weather, and cooperate with requests of the Chartiers Valley School District when issues regarding school cancellation or delays are needed due to inclement weather. Under no circumstances may the Contractor determine delays, cancellations, or early dismissals.
- iii. It is understood and agreed to by both parties that the Contractor will prepare the vehicles for service during periods of cold weather. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In inclement weather conditions during opening, the Contractor will do short test runs to ensure the vehicles are able to complete the routes.
- iv. The Superintendent of the Chartiers Valley School District, or his/her designee, shall have sole discretion of altering, delaying, or canceling the student transportation service during inclement weather or other circumstances. The Contractor agrees to advise the Chartiers Valley School District of road conditions. This will be based on a test run of roads within the School District boundaries, and the Contractor will provide a recommendation based on the assessment of road conditions. The Contractor further agrees to abide by the decision of the Superintendent, or his/her designee, and operate on the assigned schedules and routes which will not result in any overage charges.

#### L. RIGHT TO CONTRACT WITH OTHERS

The Chartiers Valley School District reserves the right to contract with parents, guardians, and others for the transportation of pupils for special circumstances. The Chartiers Valley School District also reserves the right to use multiple contractors, and at its discretion can assign any routes to any vendor as it sees fit. In addition, the Chartiers Valley School District reserves the right to partner with other school districts and their bus contractors for the transportation of students.

#### M. FINANCIAL CONSIDERATIONS

1. Attached to these specifications, as Exhibit B, is a list of current equipment that shall be the subject of the proposal. Since it will be necessary to reschedule and re-route runs to meet the needs of the educational program or to accommodate population changes, the addition and/or reduction in the number of vehicles and/or miles may be required. To facilitate changes within the schedule over the term of the contract, the Chartiers Valley School District requires the Contractor to complete Exhibit C listing the daily cost for each type of vehicle indicated for the term of the Agreement.
2. Non-public institutions and charter schools for which the Contractor may be responsible for student transportation services are listed as Exhibit D. This list may be changed annually based on student enrollment and attendance. Rates may, upon mutual agreement between the parties, be adjusted on a *pro rata* basis based on shared costs. For purposes of the proposal, the rates listed should be based on the information provided in Exhibit D.
3. In Exhibit E, the Contractor should list proposed costs for activity/athletic/after-school programs, athletic event buses and field trips.
4. Costs for bus monitors should be quoted as a daily rate as indicated on Exhibit C.
5. There shall be no additional or special charges for early dismissals or delays, except when additional runs are required.
6. Additional equipment required by the Chartiers Valley School District will be supplied by the Contractor at the same rate as contracted vehicles performing the same or similar services.
7. Occasionally during the school year, non-public schools and charter schools may be in session on different days than the Chartiers Valley School District. The Contractor will be responsible for transporting non-public and charter school students on these days.
8. Payment for services will be made by the Chartiers Valley School District on a monthly basis, based on invoices submitted by the Contractor at the negotiated rates herein. Payments will be made in net of any appropriate deductions. Payment shall be dependent upon full compliance by the Contractor with the terms of contract, including timely providing all records required by the Chartiers Valley School District. Invoices should be submitted to the Transportation Office no later than the 5<sup>th</sup> business day of the following month for payment and will be remitted by the Chartiers Valley School District following the regularly scheduled monthly School Board of Directors meeting. All invoices for the school year must be received in the Transportation Office not later than June 25<sup>th</sup> of that school year. Invoices not submitted by that date shall be paid only at the discretion of the Chartiers Valley School District.



N. MISCELLANEOUS CONSIDERATIONS

1. Unauthorized Passengers, Cargo, and Communications. No other person other than a school pupil shall be transported in a school vehicle except the following: a teacher, an accompanying aide, or other school official designated by the Chartiers Valley School District, a Contractor's trainer, safety personnel, or trainee. All other persons must have prior approval of the Chartiers Valley School District before riding Chartiers Valley School District designated vehicles. Nothing except passengers and their belongings shall be transported in the school vehicles while it is engaged in transporting pupils to and from school. No form of written communication shall be distributed by the Contractor or its employees to the student passengers without prior approval of the Chartiers Valley School District.
2. Non-Collusion Affidavit. All Contractors must submit a Non-Collusion Affidavit as required by 73 Pa. C.S.A. §1615, which is attached hereto and marked "Exhibit G" and made a part hereof.
3. Affidavit (Exhibit H). All Contractors must submit an affidavit (Exhibit H) providing the following:
  - a. Current and past two (2) years financial statements,
  - b. Three (3) year accident history,
  - c. Proof of insurability,
  - d. Whether its bonds or contracts have ever been revoked or prematurely terminated,
  - e. Compliance with prior contracts, and
  - f. School district and other business references.
4. Prior to the commencement of services, the Contractor shall furnish a performance bond (Exhibit I) in an amount equal to the average annual cost of transportation services under the Contract.
5. In addition to all attached Exhibits, the Contractor must supply as part of the proposal the following:
  - a. Resume of key management personnel;
  - b. Outline of driver safety program;
  - c. Outline of Contractor's pre-trip and post-trip inspection policy;

- d. Copy of driver employee handbook;
  - e. Outline of driver training and certification program;
  - f. Outline of drug and alcohol screening program;
  - g. List of vehicles to include spares;
  - h. List of Pennsylvania School District references should include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that school district.
6. The Contractor shall carefully examine the specifications and all other contract documents and data pertaining to the required transportation services. The Contractor shall not, at any time after submission of its proposal, make any claims whatsoever alleging insufficient data in incorrectly assumed conditions or make any claim alleging misunderstanding with regard to the nature, condition or character of the required transportation services requested by the Chartiers Valley School District.

O. AWARD

The Chartiers Valley School District's Board of School Directors will not be required to make an award entirely on the basis of the lowest proposal in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the Chartiers Valley School District. In the event such modifications are unacceptable to the Contractor, such Contractor shall be released from any obligation to the Chartiers Valley School District. The Chartiers Valley School District's Board of School Directors shall consider all matters arising out of this contract not specifically provided for therein.