



Wyoming Valley West School District

Wyoming Valley West School District

450 North Maple Avenue

Kingston, PA 18704

Phone: (570) 288-6551

REQUEST FOR PROPOSAL Wyoming Valley West Transportation RFP

RFP Closing Date: July 22, 2026

Closing Time: 12:00 PM

Wyoming Valley West School District reserves the right to reject any or all proposals and to waive informalities or irregularities in any proposal.

NOTICE OF REQUEST FOR PROPOSAL

The Wyoming Valley West School District (District) is accepting proposals for the following:
Transportation for school pupils to Wyoming Valley West and Non Public Schools.

The Wyoming Valley West School District (District) seeks competitive sealed proposals from interested firms to provide transportation for 25 routes for student transportation to Bear Creek Charter, Cheder Menachem, Wilkes Barre Academy, Montessori, Saint Nick's/Saint Mary's, Holy Redeemer, Good Shepherd, Wyoming Seminary Lower and Upper Schools, West Side CTC, Wyoming Valley West High School, Wyoming Valley West Middle School, State Street Elementary, Dana Elementary Center and Chester Street Elementary. Each bus shall be equipped with interior video cameras capable of recording audio and video.

The deadline to submit proposals is July 22, 2026 at 12:00 PM. All proposals should be clearly labeled as Wyoming Valley West School District Transportation RFP and be directed to:

Jen Bullock
Wyoming Valley West School District
450 North Maple Avenue
Kingston, PA 18704
Phone: (570) 288-6551

This Request for Proposal is available on the district website, wwsd.org, and requests for copies may be made by phone at 570-288-6551 x10500 or email at Adiction@wwsd.org

PURPOSE

The purpose of this Request for Proposal (RFP) is to solicit one or more established providers of Transportation to provide the Wyoming Valley West School District with buses to transport students to and from school from within the district to our high school, middle school, elementary buildings and the local non-public schools.

GENERAL DATA

DISTRICT VISION, MISSION, VALUES AND GOALS

All stakeholders of the Wyoming Valley West School District believe strongly in high expectations and continuous improvement in all facets of education for all students. We believe in providing the best educational experience for each student and their individual needs to strengthen their character and skills.

Through a collaborative process, the Wyoming Valley West School District Board of Education and senior leaders will continue to work together to provide a dynamic educational environment and culture here at Wyoming Valley West School District.

District Mission Statement

The Mission of the Wyoming Valley West School District is to provide ALL students with learning opportunities that will maximize their ability to achieve, enhance their capacity to compete in today's global economy and increase their awareness regarding the importance of life-long learning.

WYOMING VALLEY WEST SCHOOL DISTRICT BACKGROUND

The Wyoming Valley West School District is located in Luzerne County in the heart of the anthracite coal fields of Northeastern Pennsylvania. The district is in the Wyoming Valley which stretches along the Susquehanna River and which is 140 miles west of New York City, 120 miles north of Philadelphia and 120 miles northeast of Harrisburg.

The Wyoming Valley is about three miles in width and twenty-five miles in length and cut down the middle by the Susquehanna River, which averages about two hundred yards in width. The mountains on the eastern side of the valley have an average height of one thousand feet while the western range has an average height of eight hundred feet.

The first period of the history of the valley involves the Indian occupation of the land. 1754, agents from the Susquehanna Land Company of Windham, Connecticut purchased the valley from the Iroquois Tribe at Albany, New York. The valley was also claimed by Pennsylvania because of the charter granted to the Penn family in England. A series of clashes known as the Yankee-Pennamite Wars flared up periodically between 1769 and 17856 as a result of these conflicting claims. The dispute was resolved in 1782 when the Decree of Trenton gave Pennsylvania jurisdiction over the land.

The first twenty-five years of the twentieth century have been referred to as the Golden Age of Wyoming Valley. This was the time period when coal was, indeed, king. During the 1940's and 50's, the coal became too expensive to mine and the valley hit upon depressed times. Today, however, we have started our trek forward once again as new industries and encouraged to locate in our area.

The Wyoming Valley West School District includes 14.7 square miles of land on the western bank of the Susquehanna River. The district is the result of the merging of nine districts in to one in July of 1966 under the school district reorganization act known as Act 299. The communities comprising the district are Courtdale, Edwardsville, Forty Fort, Kingston, Larksville, Luzerne, Plymouth, Pringle, and Swoyersville. The communities are primarily residential with light industry and retail stores as the district's tax base. The jointure was mandated to enrich the school curriculum to meet the challenges of the future and to provide a comprehensive program of educational services for all of the children regardless of where they resided on the western bank of the river. In the fall of 1967, the eleventh and twelfth grade students of the jointure moved into the old Kingston High School building while the ninth and tenth grade students reported to the old Plymouth High School for the opening day of class in the new jointure. The Agnes flood of 1972 struck our district and affected every one of our school buildings. The ninth through twelfth grade students were forced to go to school on double sessions in the Kingston High School building while renovations were being performed in the other school buildings. In 1978, a building was constructed on a site in Plymouth to house grades nine through twelve. The old Kingston High School became a middle school housing grades six, seven and eight. Also in 1978, the State Street Elementary Center was erected on the site of the former Larksville High School to house kindergarten through fifth grade students from Courtdale, Edwardsville, Larksville and Pringle. The remaining school buildings are Chester Street, Dana Street and Third Avenue.

Other information can be found at [Wyoming Valley West School District / Homepage](#) .Firms encouraged to review the website and familiarize themselves with the District.

TIMELINE AND PROPOSAL PROCEDURES

INTENT TO RESPOND

Interested firms are asked to formally notify the Wyoming Valley West School District with a written intent to respond by EOB July 10, 2026.

This notice can be provided by email to:

Jen Bullock
Jbullock@wwwsd.org
Wyoming Valley West SD
450 North Maple Avenue
Kingston, PA 18704
Phone: (570) 288-6551

PROPOSAL QUESTIONS AND CLARIFICATIONS

All questions are to be submitted no later than July 10, 2026, 12:00 PM via email to Adicton@wwwsd.org and the Intended Recipient EMAIL

Responses will be in the form of an email and will be sent to all firms who have notified the District of an intent to respond. Verbal responses and/or representations shall not be binding on the District.

District will respond to firms with responses to clarification questions no later than July 15, 2026.

PROPOSAL MODIFICATIONS AND CANCELLATIONS

The District reserves the right to modify or cancel any part of this proposal after issuance in the form of an addendum, which will be e-mailed to all respondents who notified the District of their intent to provide a proposal for consideration.

PROPOSAL FORMAT

The Proposal shall be submitted in one of the following manners by the due date:

- a. Sealed in an envelope with "Wyoming Valley West Transportation RFP" clearly marked on the front of the envelope. Please provide five (5) copies of the proposal. The Wyoming Valley West School District assumes no responsibility for the delivery of mail via the U.S. Post Office or other means.
- b. Signed signature sheet and completed Exhibit B

Emailed to:
Jen Bullock
Jbullock@wvwsd.org
Wyoming Valley West SD
450 North Maple Ave
Kingston, PA 18704

with "Wyoming Valley West Transportation RFP clearly stated in the subject line.

PROPOSAL DUE DATE AND TIME

Proposals are due no later than July 22, 2026 at 12:00 PM. Proposals received after the date and time shall not be considered and will be returned unopened. Full disclosure of all proposals will be made available after an award has been made.

CONFIDENTIALITY

All proposals and supporting documents become public information after the submission date and time, except such information that discloses propriety or financial information submitted in response to qualification statements.

SIGNATURE SHEET AND EXHIBIT B

Any proposal submitted **MUST** include the signature sheet and Exhibit B found in this RFP which has been completed and signed by an individual authorized to bind the vendor. All proposals submitted without such signature and exhibit may be deemed nonresponsive.

PROPOSALS BINDING

All proposals for service shall remain valid and be binding upon the respondent if accepted by the District within ninety (90) calendar days of the proposal submission date. All proposals shall be signed by an authorized representative of such company.

NEGOTIATION

The District reserves the right to negotiate any and all elements of any proposal directly with the provider. No changes in or to the proposal submissions will be permitted subsequent to the proposed target date unless approved by the District. The District may request clarifications on any portion of the proposal in order to develop a comprehensive assessment of the proposal.

RIGHTS RESERVED

The District reserves the right to accept or reject any or all proposals, to waive any technicalities or irregularities in any proposals, and to make an award to the response which in the District's opinion is the most advantageous to the District. Each proposer agrees that the submission of a proposal constitutes an agreement by the proposing firm to waive any legal claim against the District should the District fail to select their proposal.

CONTRACT PERIOD

The term of the contract shall be for 5 years, 2026-27, 2027-28, 2028-29, 2029-30, and 2030-31.

The proposed pricing shall remain fixed for the 2026–2027 school year. Beginning with the 2027–2028 school year and for each subsequent contract year, the daily rates shall be adjusted annually by the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U) for the preceding twelve (12) months, subject to a minimum annual increase of one percent (1%) and a maximum annual increase of three percent (3%). The applicable CPI-U shall be the most recently published index available prior to the commencement of each contract year.

Any annual price adjustment shall apply only to the daily transportation rates and shall not otherwise modify the terms or conditions of the contract.

Fuel shall be provided in accordance with the fuel provisions contained in the final contract approved by the Board of School Directors.

TERMINATION

Subject to the provisions below, any contract derived from this Request For Proposal may be terminated by either party upon thirty (30) days advance written notice to the other party; but if any work or service hereunder is in progress, but not completed as of the date of termination, then said contract may be extended upon written approval of the District until said work or services are completed and accepted.

TERMINATION FOR CONVENIENCE

In the event the contract is terminated or canceled upon request and for the convenience of the District, without the required thirty (30) days advance written notice, then the District shall negotiate reasonable termination costs, if applicable.

TERMINATION FOR CAUSE

Termination by the District for cause, default or negligence on the part of the contractor shall be excluded from the foregoing provision; termination costs, if any, shall not apply. The thirty (30) days advance notice requirement is waived in the event of Termination for Cause.

TERMINATION DUE TO UNAVAILABILITY OF FUNDS

When funds are not appropriated or otherwise made available to support continuation of performance in a subsequent fiscal year, the contract shall be canceled and the contractor shall be reimbursed for the reasonable value of any nonrecurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

EXPENSES

The District will not be responsible for any expenses incurred by a firm in preparing and submitting

a proposal.

GOVERNING LAW

Any accepted firm(s) shall comply with all local, state and federal laws and regulations related to the performance of the program being offered.

TAX EXEMPTION

The District is exempt from State and local sales taxes. Sites of all transactions derived from this proposal shall be deemed to have been accomplished within the Commonwealth of Pennsylvania.

DISCLAIMER OF LIABILITY

The District, or any of its Agencies, will not hold harmless or indemnify any respondent for any liability whatsoever.

HOLD HARMLESS

The proposing firm shall agree to protect, defend, indemnify, and hold the Board of Education, Wyoming Valley West School District, its officers, commissions, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character resulting from the error, omission or negligent act of the contractor, its agents, employees or representatives, in the performance of the contractor's duties under any agreement resulting from award of this proposal.

ASSIGNMENT

Contractors are prohibited from assigning, transferring, conveying, subletting or otherwise disposing of this proposal or any resultant agreement or its rights, title, or interest therein or its power to execute such agreement to any other person, agent, company, or corporation without the previous written approval of the District.

ANTI-DISCRIMINATION CLAUSE

No respondent of this request shall in any way, directly or indirectly discriminate against any person because of age, race, color, handicap, sex, national origin, or religious creed.

CONFLICT OF INTEREST

The successful firm shall not have conflicts of interest as to any decisions or revenues (other than that fully disclosed herein) from the results of any recommendation made on behalf of the firm. In addition, the firm shall fully disclose any potential conflicts of interest they may have with the District. No salaried officer or employee of the District and no member of the Board of Education shall have a financial interest, direct or indirect, in this proposal for services being solicited. A violation of this provision renders the contract void. The successful firm further covenants that in the performance of this contract no person having such interest shall be employed to work on this project.

INSURANCE

The successful firm must maintain comprehensive general liability insurance with limits of not less than \$1,000,000 per occurrence, combined with a single limit for bodily injury and property damage with the District named as the additional insured.

SELECTION PROCESS

Proposals will be evaluated by a committee of Wyoming Valley West School District staff and based on the following:

- Cost and overall value to the District;
- Experience providing pupil transportation services to Pennsylvania school districts;
- Qualifications, experience, and financial stability of the proposer;
- Safety record, including accident history and regulatory compliance;
- Quality, age, condition, and availability of the proposed fleet;
- Ability to recruit, retain, and provide qualified substitute drivers and vehicles;
- Ability to meet the District's operational, scheduling, routing, and emergency transportation requirements;
- Quality of customer service, communication, dispatch capabilities, and responsiveness;
- References from current or former school district clients; and
- Completeness of the proposal and compliance with the requirements of this Request for Proposals.

BASIS FOR AWARD

Information and/or factors gathered during interviews, negotiations, professional news articles and reference checks, in addition to the evaluation criteria contained herein, and any other information or factors deemed relevant by the District, shall be utilized in the final award. The District reserves the right to award the contract to the proposer whose proposal is determined to be in the best interest of the District after consideration of all evaluation criteria set forth in this Request for Proposals.

INTERVIEW

The District may decide to conduct on-site interviews with selected companies if needed.

TIMELINE

Request for Proposal Issued	July 3, 2026
Intent to Respond	July 10, 2026
Deadline to Submit Questions	July 10, 2026
Distribution of Answers Via Email	July 15, 2026
Proposals Due	July 22, 2026
RFP Opening	July 22, 2026
Recommendation to School Board	August 5, 2026

The timeline listed above is the District's estimation of time required to complete the RFP process. All efforts shall be made to abide by this schedule; however, it is subject to change due to unforeseen circumstances.

PROPOSAL REQUIREMENTS

It is important that your responses be as brief and to the point as possible. Voluminous presentations are NOT encouraged.

Proposals will be evaluated by a team of District personnel using an evaluation rubric aligned with the criteria below.

1. Brief History of the Firm: Provide a brief history of the firm, including main administrative office location and name/time/contact information of all administrative officers of the firm.
2. Experience and References: Include at least three (3) references from similar-sized clients with contact information.
3. Cost: Include all anticipated costs.
4. Local and Regional Support: Outline support extended to the District as part of the proposal. On-site support will be a requirement of the firm as well as regional and/or off-site support.
5. Training: Provide information on all initial and on-going training for staff.

SCOPE OF SERVICES

RESPONSIBILITY

The successful company or companies will provide the following:

Transportation for school students (25 routes, with cameras) AM and PM. Each route will have three AM runs and three PM runs slots. Not all runs will be utilized based on routing constraints.

The successful company will be expected to enter into a transportation agreement containing terms and conditions substantially consistent with those set forth in this Request for Proposals. The District reserves the right to negotiate the final terms of any agreement with the successful proposer

ADDITIONAL REQUIREMENTS

FELONY CONVICTION NOTIFICATION

The person or business entity that enters into an agreement with this school District must give advance notice to the District if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.

The District may terminate this agreement with a person or business entity if the District determines that the person or business entity failed to give notice by the next preceding subsection, or misrepresented the conduct resulting in the conviction. The District will compensate the person or business entity for services performed before the termination of the agreement.

By submitting this offer and signing this certificate, this bidder:

Certifies that the owner/operator has not been convicted of a felony, except as indicated on a separate attachment to this offer, and

Certifies that no employee who will enter school buildings or potentially have contact with school children has been convicted of any felony or a misdemeanor involving violence or sexual contact or sexual abuse. It shall be the duty of the vendor to conduct the appropriate background checks on its employees and the vendor agrees to share this information with the District upon request.

Vendor Name: _____

Vendor Address: _____

Vendor Email Address: _____

Vendor Telephone: _____

Authorized Company Official's Name: _____
(Printed)

Signature of Company Official: _____

Date: _____

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in the Wyoming Valley West School District RFP for Wyoming Valley School District Transportation RFP.

My signature also certifies that the accompanying proposal is not the result of, or affected by, any unlawful act of collusion with another person or company engaged in the same line of business commerce, or any act of fraud.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to the Wyoming Valley West School District, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to the Wyoming Valley West School District, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with the Wyoming Valley West School District.

I hereby certify that I am authorized to sign as a Representative for the Firm:

Complete Legal Name of Firm: _____

Address: _____

Federal I.D. #: _____

Signature: _____

Name (print/type): _____

Title: _____

Vendor Signoff (Debarred, Suspended, or Ineligibility)

Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

SIGNATURE _____ DATE _____

Neither my company nor an owner or principal of my company has been debarred, suspended, or otherwise made ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension," as described in the Federal Register and Rules and Regulations.

SIGNATURE _____ DATE _____

The District holds the right to terminate the contract if the company is pending or is under Suspension or Debarment. The School District may, by written notice to the Contractor, immediately terminate this Contract if the School District determines that the Contractor has been disbarred, suspended, or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a Subcontractor of any public procurement unit or other governmental body. By signing this I am stating I understand and agree to the districts right to terminate.

SIGNATURE _____ DATE _____

CONTRACT

THIS AGREEMENT, made and entered into this _____ day of _____, by and between the **Wyoming Valley West School District**, with offices located at 450 North Maple Ave Kingston, Pennsylvania, 18657, hereinafter referred to as the "School District" and _____, located at _____, hereinafter referred to as the "Contractor".

Both parties agree that the Contractor shall carry out the following services ("Work") for the School District:

1. To provide transportation for 25 routes for student transportation to Bear Creek Charter, Cheder Menachem, Wilkes Barre Academy, Montessori, Saint Nick's/Saint Mary's, Holy Redeemer, Good Shepherd, Wyoming Seminary Lower and Upper Schools, West Side CTC, Wyoming Valley West High School, Wyoming Valley West Middle School, State Street Elementary, Dana Elementary Center and Chester Street Elementary. Each bus must have cameras that can be shared with the district upon request.

If applicable, please attach any other documents describing the "Work". The parties hereby incorporate the attachment(s), if any, into this Contract.

Contract Term ("Term"): The Contractor shall start the work on First day of 2026 school year and complete the work on last school day of 2031.

Total Compensation shall not exceed: \$ _____ to be paid from _____ funding, for the Work described above contingent upon availability of federal funds.

THIS DOCUMENT DOES NOT CONSTITUTE A LEGALLY ENFORCEABLE CONTRACT, AND THE SCHOOL DISTRICT HAS NO OBLIGATION TO PAY THE CONTRACTOR, UNLESS AND UNTIL, RECEIVING SCHOOL BOARD APPROVAL AND THE SIGNATURE OF THE SCHOOL BOARD PRESIDENT. THE CONTRACTOR HAS REVIEWED AND AGREES TO THE ATTACHED STANDARD TERMS AND CONDITIONS IN EXHIBIT A, INCORPORATED IN THIS CONTRACT.

IN WITNESS WHEREOF, and intending to be legally bound, the parties have caused this Agreement to be duly executed by their duly authorized representatives, as of the date first above written.

ATTEST:

WYOMING VALLEY WEST SCHOOL DISTRICT

By: _____
Board President

ATTEST:

CONTRACTOR

By: _____
Contractor

Witness

Exhibit A - Standard Terms and Conditions

1. **Standard of Care and Compliance.** The Contractor shall carry out the “Work” with the highest competence and diligence of providers in its field, and shall cooperate with the School District and others, if any, whose work affects or is affected by its “Work”. The Contractor shall complete the “Work” to the satisfaction of the School District. The Contractor shall comply with all applicable law. The Contractor’s materials, if any, shall be good, free of defects, merchantable and fit for the School District’s particular purposes. Payment by the School District, or acceptance of the “Work”, does not relieve the Contractor of responsibility for its materials and “Work”, and if necessary, without additional compensation, the Contractor shall promptly correct any errors or omissions in the “Work”.
2. **Site License.** If the Contractor carries out any of the “Work” on School District premises, the School District grants the Contractor a limited, revocable license to use only such School District premises as required in order to complete the “Work”. The Contractor shall comply with all rules and regulations applicable to its use of School District premises.
3. **Background Checks.** In compliance with 24 P.S. § 1-111, as amended, and 23 Pa. C.S.A. §§ 6354-6358 and School District Board Policy 818, before starting any “Work”, the Contractor shall submit to the School District the originals of a current, i.e., dated within the time frame established by Act 153 prior to the Contractor’s starting “Work”, Pennsylvania State Police criminal history record information report, Federal Bureau of Investigation federal criminal history record information, and child abuse history official clearance statement for the Contractor, if the Contractor is an individual, and for each of the Contractor’s and any of its subcontractor’s employees, officers, agents, servants, volunteers or subcontractors who may have direct contact with children while performing any of the “Work”. “Direct contact”: see 22 Pa. Code § 8.1. The Contractor shall ensure that it and its officers, employees, agents and Subcontractors comply with the requirements of 24 P.S. § 1-111(j), which mandates reporting within seventy-two (72) hours by any officer, employee or agent of the Contractor or of any Subcontractor of an arrest or conviction for an offense listed in 24 P.S. § 1-111(e). The Contractor shall report to the School District, within forty-eight (48) hours, all notices and reports required, and all checks conducted, under § 1-111(j).
4. **Invoices.** The Contractor shall give the School District detailed invoices describing all “Work” performed and shall provide evidence supporting any and all items on an invoice.
5. **Grant Funding.** If the School District pays for any of the “Work” with funds received by the School District as a grant, or on any other terms, from any source, including the United States of America, the Commonwealth of Pennsylvania, the City of Wyoming Valley West, including any department or agency thereof, or from any private charity or foundation, then the Contractor shall comply with the terms of the applicable grant contract. Contracts paid with federal grant funds must abide by the rules and guidelines of the

Federal Uniform Guidance found in Part 200 of Title 2 - SubTitle A - Chapter II (see Exhibit B).

6. **Best Pricing.** The Contractor shall furnish services to the School District at the lowest price that the Contractor charges other similarly situated parties. If the Contractor charges more than this amount, in addition to all other remedies, the School District shall have the right to a refund in the amount of overcharge, plus interest at the rate of 0.5% per month from the date the overcharge was paid. The Contractor shall not charge different School District units, e.g., schools or administrative offices, different prices for providing a specific service or program in a given fiscal year.
7. **Independent Contractor.** The School District has engaged the Contractor as an independent contractor to carry out the "Work". Neither the Contractor nor any of its agents, employees or subcontractors shall in any way or for any purpose whatsoever be deemed an agent or employee of the School District, and these persons shall have no right to receive any School District employee benefits or any other privileges or immunities of any School District employee. Neither the Contractor nor its agents, employees or subcontractors shall hold themselves out as agents or employees of the School District, and none has any power legally to bind the School District to any third party.
8. **Non Discrimination.** The Contractor, for itself, its directors, officers, agents, employees and subcontractors, covenants and agrees that it shall not discriminate against or intimidate any employee or other person on account of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, handicap/disability, or genetic information as described in WVWSD Board Policy. The School District is an equal opportunity employer under applicable law, and requires the same of the Contractor. The School District shall not do business with any person that unlawfully discriminates on the basis of race, color, age, creed, religion, sex, sexual orientation, ancestry, national origin, handicap/disability, or genetic information, or any other impermissible ground in hiring, promotion, subcontracting or procurement practices. If the Contractor breaches this Section 8, the School District has the right to terminate this Contract.
9. **Subcontracts and Assignment.** The "Work" constitutes personal or professional services, or both, of the Contractor. The Contractor shall not subcontract any of the "Work" or any other obligations under this Contract, in whole or in part, without in each case obtaining the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion. Except through an approved subcontract, the Contractor shall not assign this Contract, or any part of this Contract, including payment, without the prior written consent of the School District, which the School District may grant, withhold, condition or delay in its sole discretion.
10. **Audit.** During the Term of this Contract, and for six (6) years after its expiration or termination (24 P.S. § 5-518), the School District, the Commonwealth of Pennsylvania, including its Auditor General, the federal department or agency, or any of their authorized representatives, may audit any and all aspects of the Contractor's payments and performance under this Contract, including its billings and invoices. The Contractor

shall retain all records and documentation pertaining to this Contract for not less than six (6) years following expiration or termination of this Contract.

11. Indemnification. The Contractor shall indemnify, defend and hold harmless the School District, its officers, employees, agents and the Board of Education, from and against any and all losses, expenses, including, but not limited to, litigation and settlement costs and attorney's fees and costs, claims, suits, actions, damages, liability and expenses for or on account of actual or alleged loss of life, bodily injury, personal injury, damage to property, or the use of facilities or equipment furnished to the Contractor that arise out of or are related to the performance or nonperformance of the "Work" by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants, or for or on account of actual or alleged violation of any third party's copyright, trademark, patent, trade secret or other valid proprietary right, employment discrimination, contamination or adverse effects on the environment, intentional acts or omissions, failure to pay any subcontractors or suppliers or any event of default under this Contract that may arise out of or are related to the performance or nonperformance of the "Work" by the Contractor or the Contractor's agents, subcontractors, assignees, independent contractors, employees or servants. If the Contractor receives notice of a legal claim against it in connection with or in any way related to this Contract, the Contractor shall (1) submit appropriate written notice of such claim to its insurance carrier within the time frame required for submission of claims by the applicable insurance policy and, (2) within five (5) business days of receipt of notice of the claim, give notice of such claim to the School District.
12. Taxes and Other Obligations. In general the School District will not contract with persons delinquent in payment of any Commonwealth or City taxes or other indebtedness at the making, or at any time during the Term, of this Contract. The Contractor agrees, for itself and any person controlling, controlled by, or under common control with, the Contractor (each, an "affiliate"), that the Contractor, at any time during the Term of this Contract, on notice from the School District, shall deliver to the School District proof in writing of its and its affiliates': (a) tax compliance, in the form of a "Certificate of Tax Clearance" from the City's Department of Revenue; and (b) execution and delivery of a settlement agreement or other plan to satisfy any indebtedness to the City for or on account of any City tax, or to satisfy any other obligation owed by the Contractor or its affiliates to the City; and to the Commonwealth of Pennsylvania for or on account of any Commonwealth tax, or to satisfy any other indebtedness or obligation owed by the Contractor or its affiliates to the Commonwealth. The foregoing to the contrary notwithstanding, however, the Contractor and its affiliates may diligently and in good faith pursue any bona fide claim or appeal with the Commonwealth, or the City, of its liability or the amount of any tax or other obligation to the Commonwealth or the City to the final appeal, resolution or compromise thereof with the Commonwealth or the City, as the case may be. The Contractor and its affiliates shall promptly pay all uncontested taxes and other obligations to the Commonwealth and the City. The Contractor grants the School District the right to set off against, and the right to withhold payment of, any and all Compensation accruing under this Contract and any other contract, in order to provide for the payment by or on behalf of the Contractor and its affiliates of all of taxes and other obligations then owed by the Contractor or any affiliate to the City or the

Commonwealth. Each party may rely on certificates provided by the City or the Commonwealth in withholding payment or exercising a set off under this Section 12.

13. Insurance. Before the Contractor performs any "Work" under this Contract, the Contractor shall submit to the School District, for approval thereof, certificates of insurance evidencing:
 - The certificate of insurance must include the School District, and its Commission members, board members, officers, employees and agents as additional insureds with respect to the Commercial General Liability Insurance, and the Contractor's insurance policy must be endorsed.
 - The School District reserves the right to require greater coverage limits, additional coverages, or both, on particular contracts, and to require vendors to provide insurance certificates evidencing the required coverages. The services for which the School District may require greater coverage limits, additional coverages or both include but are not limited to transportation, construction, the use of watercraft or aircraft, the use of medical professionals (doctors, nurses, counselors), security services involving police or security guards, services involving financial planning, and services involving the use of hazardous materials. Contractors providing professional development presentations to educators, provided that children will not be present, and which do not include physical demonstrations, need not present proof of general liability insurance coverage unless the School District determines that the activity or activities present a particular risk requiring insurance coverage.
14. FERPA and Confidentiality. The Contractor shall keep strictly in confidence all information acquired in connection with or as a result of this Contract that is not generally known to others. The Contractor shall keep in strict confidence as required and to the fullest extent required by any applicable law, including but not limited to the Family Educational Rights and Privacy Act, 20 U.S.C. § 1232g ("FERPA") and as noted in Board Policy 113.4, any and all records and information, in whatever form or format received, pertaining to the School District's individual students and children. The Contractor shall not publish confidential information or any other information which identifies students, employees or officers of the School District by name without first obtaining written consent from such individuals, or in the case of a student, his or her parent or legal guardian.
15. Conflicts of Interest. The Contractor, for itself, its affiliates, directors, partners, principals, members, officers, employees, agents and subcontractors, covenants and warrants that neither it nor any of them have any public or private interest which conflicts or may conflict in any manner with the performance of the "Work", and that neither it, nor any of its affiliates, directors, partners, principals, members, officers, employees, agents or subcontractors shall acquire directly or indirectly any such interest. Such conflicts include but are not limited to the use of any public authority, office or employment or any confidential information received by or through any public office or employment for the private pecuniary benefit of the Contractor or any of the foregoing; except, however that the term shall not include any action having a de minimis economic impact or which

affects to the same degree a class consisting of the general public or a smaller class consisting of an industry, occupation or other group which includes the Contractor or any of the foregoing or any member of the immediate family of the Contractor or any of the foregoing. The Contractor shall disclose to the School District all interests which may constitute such a conflict. The Contractor shall not share any portion of the compensation or fees paid by the School District for services hereunder with any individual if such individual, holds, or has held in the past year, a position of substantial responsibility with the School District or if such individual participated in any way on behalf of the School District in developing this Contract. The Contractor acknowledges that this Contract remains subject to the School District's Board Policy 828.1.

16. **Property Rights.** The "Work" and any materials provided by the Contractor under this Contract shall not infringe on any valid patent, trademark, trade name or copyright, and the Contractor shall, at its own expense, defend any and all actions or suits charging such infringement and indemnify and hold the School District harmless in the case of such action or suit. The Contractor acknowledges and agrees that all original work created by the Contractor as part of its services hereunder are specially ordered by the School District and shall be considered "work for hire" as defined in 17 U.S.C. § 101(2).
17. **Governing Law; Jurisdiction, Venue.** This Contract shall be construed and enforced under the law of the Commonwealth of Pennsylvania, regardless of its conflict of law provisions, and neither the parties nor any court shall construe this Contract or any of its terms against the draftsman. The parties shall file suit only in the state or federal courts sitting in Wyoming Valley West , Pennsylvania.
18. **Severability; Waiver.** If a court holds any clause of this Contract invalid, that holding shall not affect or impair the validity of any other clause of this Contract; the parties deem the clauses severable and clauses not invalidated shall remain in full force and effect. No one shall or may find that a party has waived any clause in this Contract, any event of default, or any remedy provided for in this Contract, unless that party has given its waiver in a writing signed by that party.
19. **Third Parties.** Nothing in this Contract creates any contractual relationship with, or gives any right, remedy, or cause of action in favor of, any third party against either the School District or the Contractor. The parties do not intend that anything in this Contract creates any right or benefit to or for any third party.
20. **Integration.** This Contract, including its exhibits and attachments, sets forth the entire agreement between the parties and supersedes all prior oral and written agreements and statements, as well as any and all course of dealing, all of which the parties have fully integrated herein. No amendment or modification shall have any effect unless in writing and signed by both parties. Any provisions of this Contract which contemplate performance by a party after the expiration or earlier termination of this Contract shall survive and be enforceable after such expiration or termination, including without limitation indemnification. This Contract legally binds the parties and their respective successors and assigns.

21. Time. Time is of the essence of the Contractor's performance of the "Work", including the delivery of any materials to the School District, under this Contract.
22. Performance. The District reserves the right at any time to complete a performance evaluation of the services provided by the vendor through this contract. The evaluation shall be used by Administration and the Board of Directors to ensure that all deliverables have been received in the manner and timeframe specified in the contract.
23. Simplified Acquisition Threshold. Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, shall address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Exhibit B - Standard Terms and Conditions for Federal Contracts

1 Vendor Violation or Breach of Contract Terms

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than the simplified acquisition threshold (currently set at \$250,000), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council as authorized by 41 U.S.C. 1908, must address administrative, contractual, and legal remedies if contractors violate or breach contract terms, and must provide for appropriate sanctions and penalties.

In addition to other terms stated in the Contract, Vendor at no cost to the District shall promptly correct any errors, omissions or defects in any product, services, or other item Vendor is required to deliver. The District reserves the right to reject any item reasonably determined by the District as containing errors, omissions or defects or otherwise failing to conform to the Contract. If Vendor fails to make corrections within a reasonable time, in addition to any other remedies available at law or in equity, District may at its option: (1) Make corrections and offset the cost of correction against any balance remaining owed to Vendor, and Vendor shall reimburse the District for any cost in excess of the balance. (2) Terminate the Contract, in which case Vendor at no cost to District shall remove any tangible items provided to date. (3) Accept delivery not in accordance with the Contract, instead of requiring removal or correction, in which case the contract sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not final payment has been made. *This term shall apply without regard to the Contract amount.*

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

2 District Termination for Cause and for Convenience

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$10,000 must address Termination for Cause or for Convenience by the District, including the manner by which it will be effected and the basis for settlement.

In addition to other terms stated in the Contract, District reserves the right by written notice to terminate the Contract effective on a future date specified in the notice, with or without cause. Cause means violation or breach of any Contract terms. If the Contract is terminated without cause, the District shall pay the Vendor for any product, services, or other item Vendor is required to deliver and which has been satisfactorily delivered prior to termination. *This term shall apply without regard to the Contract amount.*

Does Vendor agree? YES_____Initials of Authorized Representative of Vendor

3 Equal Employment Opportunity

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375 “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”

41 CFR Part 60-1.3, states that “federally assisted construction contract” means any agreement for construction work which is paid for in whole or in part with funds obtained from the Government or borrowed on the credit of the Government pursuant to any federal program involving a grant, contract, loan, insurance, or guarantee under which the applicant itself participates in the construction work.

The District has determined that the Contract is not a federally assisted construction contract. - **Not APPLICABLE**

If the District has determined that the Contract is a federally assisted construction contract, does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

4 Prevailing Wage Requirement for Construction Contracts

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, prime construction contracts for more than \$2,000 must require compliance with the prevailing wage requirements of the Davis-Bacon Act, 40 USC 31-3148, as supplemented by Department of Labor regulations. Such contracts must also include a provision for compliance with the Copeland “Anti-Kickback Act,” 40 USC 3145, as supplemented by Department of Labor regulations.

The District has determined that these requirements are not applicable to the Contract. - **Not Applicable**

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

5 Contract Work Hours and Safety Standards

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, construction contracts for more than \$100,000 must require compliance with the Contract Work Hours and Safety Standards Act, 40 USC 3701-3708, including requirements for payment of overtime and maintenance of safe working conditions.

The District has determined that these requirements are not applicable to the Contract. - **Not Applicable**

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

6 Rights to Inventions Made Under Agreement

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, certain research contracts funded by federal grants are required to include provisions relating to inventions made by non-profit organizations and small business firms.

The District has determined that these requirements are **not applicable** to the Contract.

7. Clean Air Act and Federal Water Pollution Control Act

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, contracts for more than \$150,000 must require the Vendor to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. 7401-7671q, and the Federal Water Pollution Control Act, 33 U.S.C. 1251- 1387.

The District has determined that these requirements **are** applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

8 Debarment and Suspension

Under 2 CFR Part 200, and specifically § 200.327 and Appendix II, a contract award (see 2 CFR 180.220) may not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Vendor certifies that it is not listed on the government wide exclusions in SAM, and is not debarred, suspended, or otherwise excluded by agencies or declared ineligible under statutory or regulatory authority.

Does Vendor agree? YES _____ Initials of Authorized Representative of Vendor

9 Byrd Anti-Lobbying Amendment

Under CFR Part 200, and specifically § 200.327 and Appendix II, contractors that bid for an award exceeding \$100,000 must file certifications under 31 U.S.C. 1352. that the Contractor has not paid any person or organization for influencing or attempting to influence an officer or employee of any agency, a member, officer or

employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award. The Contractor must also disclose any lobbying with non-federal funds in connection with obtaining any federal award.

If applicable, Vendor certifies that it is in compliance with all provisions of the Byrd Anti-Lobbying Amendment, 31 U.S.C. 1352.

The District has determined that these requirements are applicable to the Contract.

If the District has determined that these requirements are applicable, does the Vendor agree to the requirements? YES _____ Initials of Authorized Representative of Vendor

10 Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms

Under 2 CFR Part 200, and specifically § 200.321, the District and Vendor are required to take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include:

- a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
- f) Requiring any subcontractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (a) through (e).

Does the Vendor agree to the above terms? YES _____ Initials of Authorized Representative of Vendor

11 Domestic Preferences

Under 2 CFR Part 200, and specifically § 200.322, the District expresses a preference, to the greatest extent practicable, for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited iron, aluminum, steel, cement, and other manufactured products), and this requirement must be included in any subcontract.

Does the Vendor agree to this term? YES _____ Initials of Authorized Representative of Vendor

12 Procurement of Recovered Materials

Under 2 CFR Part 200, and specifically § 200.323, contracts involving purchases for more than \$10,000 (or if the value of the quantity acquired by District during the preceding fiscal year exceeded \$10,000), must require contractor compliance with § 6002 of the Solid Waste Disposal Act, which includes procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable.

The District has determined that these requirements **are** applicable to the contract.

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

13 Bonding Requirements

Under 2 CFR Part 200, and specifically § 200.326, for construction contracts or subcontracts exceeding the simplified acquisition threshold (currently set at \$250,000), minimum requirements for bonding are as follows:

- a) A bid guarantee for 5% of the bid price. The bid guarantee must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute contract documents required within the time specified.
- b) A performance bond for 100% of the contract price. A performance bond secures contractor's fulfillment of all requirements under the contract.
- c) A payment bond for 100% of the contract price. A payment bond assures payment of all persons supplying labor and material under the contract.

The District has determined that these requirements **are not** applicable to the contract. **- Not Applicable**

If the District has determined that these requirements are applicable, does Vendor agree to follow the requirements? YES _____ Initials of Authorized Representative of Vendor

14 General Compliance and Cooperation

Vendor shall make a good faith effort to provide District such information and to satisfy District requirements applicable to the Contract under applicable federal regulations, including but not limited to recordkeeping requirements and contract cost and price analyses required.

Does Vendor agree? YES _____ Initials of Authorized Representative of vendor