

WEST BRANCH AREA SCHOOL DISTRICT

516 Allport Cutoff
Morrisdale, PA 16858
814-345-5615
Business Manager – Option 4850

REQUEST FOR PROPOSAL

The West Branch Area School District invites qualified vendors to submit proposals for
CONTRACTED SCHOOL BUS TRANSPORTATION

SUBMISSION OF PROPOSALS

The vendor shall submit two (2) signed copies (1 original, 1 photocopy) of the completed proposal in a sealed envelope clearly marked “TRANSPORTATION RFP”.

Proposals are due by 12:00 p.m. – Friday, January 9, 2026

Mail or deliver proposal to the following address:

**Attention Leslie Stott, Business Manager
West Branch Area School District
516 Allport Cutoff
Morrisdale, PA 16858**

TENTATIVE TIME SCHEDULE

Initial Administrative Review of Proposals: January 12, 2026
Conduct Interviews with vendors, if necessary: Jan 15 to Feb 17, 2026
Final Review: February 18, 2026
Contract Awarded by Board: Monday, February 23, 2026

The West Branch Area School District intends to award to the lowest responsible applicant who complies with the conditions and specifications and giving special consideration to various factors found in the Statement of Purpose. Accordingly, the District reserves the right to reject any and all proposals or parts thereof, or various items therein, and to waive any informality in the proposal whenever such rejection or waiver is in the best interest of the District.

It is understood that the School District is not responsible for the proposal or preparation cost incurred by any contractor associated with the development of a response to this RFP.

WEST BRANCH AREA SCHOOL DISTRICT
REQUEST FOR PROPOSAL
SPECIFICATIONS

SCOPE

West Branch Area School District is located in Clearfield and Clinton Counties and includes the following municipalities: Graham Township, Cooper Township, Morrisdale Township, Karthaus Township, West Keating Township. The School District covers approximately 165 square miles.

The School District operates an elementary school (Pre K-5) located at 516 Allport Cutoff, Morrisdale, PA 16858 and a secondary school (6-12) located at the same address, as the two schools share a conjoined building. The School District's total enrollment at 10-1-25 was 899, of which the elementary school enrollment was 423 and the high school's enrollment was 476. The District runs separate schedules for the elementary and high school students and therefore must be accommodated for both schedules.

Under the provisions of Act 372, the School District provides transportation for resident children that attend non-public schools located within the District's boundaries and up to 10 miles beyond those boundaries. The District currently transports to two parochial schools.

Currently there are 11 buses that run on a daily basis. Most of them do a high school and Elementary school run. Two buses also transport to the CCCTC in Clearfield.

STATEMENT OF PURPOSE

The transportation of West Branch Area School District students is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely and without interruption or incident. The children's interest in transportation takes precedence over the interest of either the applicant and its drivers or the School District. The primary obligation of the applicant is to operate its affairs so that the School District will be assured of continuous reliable service. For the protection of our children, drivers and all other persons coming into contact with the children must be of stable personality and of the highest moral character. The School District places and the applicant accepts full responsibility for assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law prior to providing services to the District.

Under the proposed service agreement, the contractor will be responsible for all aspects of pupil transportation service subject to the approval of the District. As such, the contractor must have the management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal and accepting a contract, the contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

GENERAL CONDITIONS

A. INTRODUCTION

The prospective contractor will be referred to as *Contractor*. The West Branch Area School District will hereafter be referred to as *District*. The Board of Directors of the West Branch Area School District will be referred to as *Board*.

All general conditions contained in this document will be considered as an integral part of the contract between the Contractor and District.

B. TERM

The contract will be awarded for a three (3) to five (5) year term commencing July 1, 2026. The Agreement shall not auto-renewal without the written approval of both parties.

The management provided shall be done in compliance with the terms and conditions of this Agreement and its attached Schedules and shall begin in the day stipulated by the Board and shall run for each of the school years of the contract.

C. PAYMENT

The annual contract amount will be divided into ten (10) pay cycles and paid monthly, or on a different schedule with the written agreement of both parties. Payment will be dependent upon the Contractor's responses to Sections I, II, and III of Attachment B.

Section I relates to the determination of the cost of the regular/routine bus runs.

Section II relates to fuel surcharge, if applicable.

Section III relates to determination of cost of extracurricular/activity/athletic transportation.

All regular transportation invoices pertaining to a particular school year must be submitted no later than the 25th day of June of that school year.

D. REGULATIONS AND COMPLIANCE

The contractor must comply with the regulations of the Pennsylvania Department of Education, the laws of the Commonwealth of Pennsylvania, the regulations of the Pennsylvania Department of Transportation, all federal laws and the policies of the District. Contractor further agrees to furnish any and all reports requested by the District and the Department of Education. Contractor shall inform the District Superintendent of any/all issued citations.

Additionally, Contractor must retain all transportation records for a period of six (6) years following the end date of the contract. These records are to include, but are not limited to, monthly route sheets that include stops, student assignment with travel times and dates of transportation, signed mileage reports, and all billing information as it pertains to the contract.

The contractor shall comply with the state mandates for school bus evacuation drills, submit reports on time, cooperate fully with school principals for the scheduling of the evacuation drills, and pay any of the costs related to the evacuation drills. The contractor will work with the District to schedule buses for bus evacuation drills as required by law.

E. INSURANCE

The Contractor shall, prior to the effective date of the contract, provide the Board with evidence that a Public Liability Insurance Policy issued by a company authorized by law to insure in Pennsylvania has been issued to include the District as an additional insured. This policy shall be in effect for the duration of the contract in amounts not less than \$5,000,000. Contractor should also carry a Primary Automobile Liability insurance in the amount not less than \$1,000,000.

Worker's Compensation insurance will be required on all employees of the Contractor who will be involved in any aspect of the operations contemplated by the contract with the District. Insurance coverage shall be issued by a company with a rating of A or better. Written verification of the rating, in writing, must be submitted to the District.

The certificate of insurance on the liability and workers compensation naming the District and its Board as additional insured must be forwarded to the District prior to the commencement of all contracts. Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the Contractor on District business, so as to handle potential problems on a timely basis in the best interest of both parties.

F. INDEMNIFICATION

In addition to the insurance requirements included as part of the specifications, "The Contractor shall also defend, indemnify and hold harmless the District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, the Board, its designees, agents, representatives, or employees, in the performance of the contract and further agrees to indemnify the District against any such claims allegedly caused in whole or in part, whether or not it be the fact, by reason or negligent instructions or directions given or purportedly given by any of the District representatives with respect to the performance of the contract."

G. FAMILIARIZATION

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

H. MANAGEMENT OF EMPLOYEES

Personnel furnished by the Contractor to perform the functions specified in the contract shall be employees of the Contractor. The Contractor shall pay all salary, wages, social security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.

I. REPORTS, AUDITS, & CONTRACTS

The Contractor shall:

- Ensure that all transportation contracts approved by the Board are fulfilled according to the conditions set forth in those contracts.

Complete reports as requested by the Superintendent and the Board including monthly mileage reports.

Maintain all the pertinent records for six (6) years for drivers and buses and provide copies to the District for recordkeeping and auditing purposes.

J. ROUTES

Prior to the commencement of school each year, stops and schedules shall be determined by the District and may be modified at the sole discretion of the District, regardless of whether this reduces the number of vehicles required, or the consideration paid by the District to the CONTRACTOR. The CONTRACTOR shall not deviate from the designated routes except by written consent of the District or, in the case of an emergency, which shall be reported promptly to the District.

An operating time schedule shall be prepared by the DISTRICT in cooperation with the CONTRACTOR for each school year. This schedule shall designate the time and the place of all vehicle stops, both morning and evening, and shall be posted in the vehicle and at the appropriate school. Vehicles shall not depart from the designated stop before one (1) minute after the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may be modified by the School District as the occasion demands but only after due notice has been given to parents and CONTRACTOR.

K. DRIVERS

All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the District prior to being assigned by the Contractor. The District retains the right to evaluate the drivers and all other personnel employed by the Contractor for the performance of the contract by any and all reasonable means.

The Contractor shall:

CONTRACTOR shall comply in all respects with the OMNIBUS Transportation Employee Testing Act of 1991 and regulations adopted by the Federal Highway Administration regarding the mandatory alcohol and drug testing of school bus drivers. The CONTRACTOR shall submit acceptable verification to the District of the CONTRACTOR's compliance with these Federal Highway Administration Regulations on an annual basis. The first such verification shall be submitted prior to the execution of this agreement and each year thereafter prior to July 1 of the applicable school year or upon written request of the District at any other time throughout the term of this Agreement.

Pupils shall be taken on and discharged from the buses only at the designated stops. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start his bus or signal the driver of any vehicle who has stopped in compliance with the Pennsylvania Motor Vehicle Code to proceed until after each child who may have alighted therefrom shall have reached a place of safety.

No person other than a school pupil shall be transported in a vehicle, except that a teacher or other school official may ride when designated by the District. Nothing except passengers and their belongings shall be transported in the vehicle while it is engaged in transporting pupils to or from

school. CONTRACTOR may permit drivers to be accompanied by their minor children as long as such activity is deemed lawful by the Department of Education and does not impact on the ability of the driver to safely perform his or her functions as a driver. In any such case, the District may revoke this privilege for any reason whatsoever in its total discretion. Furthermore, if the District determines that this activity is no longer in the best interest of the District or its students, the District may at any time withdraw this privilege by giving CONTRACTOR ten (10) days written notice of the same.

A school bus, including Type A vehicle, shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker". All other public vehicles, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted

Ensure that every driver provided meets all regulations, presently in existence or implement over the term of the contract, of the Bureau of Traffic Safety or the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, drug/alcohol testing, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation. Drivers will have physical examinations provided at the expense of the driver or Contractor.

Submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the District before the start of each school year under the contract or prior to the start of service by new drivers. Additionally, the Contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances to the District for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.

Develop and distribute at the Contractor's expense a comprehensive driver handbook which will include rules/regulations, training requirements, required forms, driver responsibilities, driving practices, procedures, discipline tips, route information, information on transporting special education students, first aid information, emergency procedures, pertinent telephone numbers, 2-way FM radio information and procedures, and other significant information.

Make all drivers available upon request on days where mandatory trainings, in-service or other information/educational seminars are being conducted pertinent to duties unique to drivers transporting children/students, especially drivers who transport disabled, special education, and early intervention students. Said trainings will be held at the beginning of each school year and throughout the school year on an as needed basis or as mandated by law.

Provide the necessary additional training for drivers so that they can safely transport their assigned students. Such training may include CPR, first aid, seizure training, or any other training required to meet student needs.

Ensure all traffic regulations are observed at all times.

Ensure the speed of a vehicle shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit as set forth in the minimum standards of the Bureau of Traffic Safety, PA Department of Transportation, as promulgated from the Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver

to operate the bus at a reasonable rate of speed at all times.

Ensure that all drivers do a pre-trip inspection of their vehicles and that appropriate forms are kept on file by the manager for six (6) years which designate the driver, the vehicle, the components inspected, date/time of the pre-trip inspection, and inspecting driver's signature.

Ensure that drivers do a vehicle walk-through after every route to ensure no students or belongings are left behind.

Ensure that all drivers are dressed appropriately and maintain personal hygiene suitable for working around children.

Ensure that each driver provides and enforces seating assignments for each run. Current seating charts are to be maintained in the vehicle by the driver. Seating charts are to be submitted to the Superintendent.

Evaluate all drivers in regard to driving ability, dealing with students, communicating with administrators, and communicating with the public.

Discipline drivers of school vehicles who display inappropriate behavior including the issuing of verbal warnings, written memos, administering suspensions, and terminating the employment of drivers.

Notify the Superintendent about drivers who have been issued written reprimands or who have been suspended or terminated.

District reserves the absolute discretion to determine the suitability of drivers and Contractor agrees to suspend or terminate any driver when directed to do so by the District, and Contractor does indemnify and hold harmless the District for any such actions.

L. ROAD & WEATHER CHECKS

The Superintendent or his/her designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The CONTRACTOR agrees to abide by the decision of the Superintendent or his/her designee and operate on the assigned schedules and routes, including those days when the School District starts late and/or dismissal of students early from regularly scheduled classes.

The CONTRACTOR acknowledges that the Superintendent of the School District or his/her designee shall make the final decision as to whether or not public schools within the District will be opened or closed. The CONTRACTOR will provide the Superintendent or his/her designee with necessary updates prior to departure of first bus(es) on road conditions during those periods when inclement weather, etc. can cause hazardous travel for the bus fleet. Utilizing bus driver reports and direct observations, the CONTRACTOR will advise the Superintendent or his/her designee on those mornings when school delays and closings are possible. He will then keep the Superintendent or his/her designee advised during the day when the roads remain or become hazardous

The Contractor shall:

- Perform road checks and weather information checks by 5:00 a.m. daily and relay the results of

the checks to the Superintendent or any designees of the Superintendent no later than two hours prior to the morning departure of school vehicles from their parking facilities.

- Perform road checks and weather information checks during school hours and relay the results of those checks to the Superintendent or any designees so that early school closings can occur prior to the onset of adverse weather conditions.
- Provide road condition reports and weather information reports to the Superintendent or any designees so that the timely cancellation of after school or weekend activities can occur.
- When schools are closed, have delayed openings, or have early dismissals notify the drivers, substitute drivers, related personnel, and the media as directed by the Superintendent or designees.

M. RIDERS

Should adverse weather conditions occur during routes, the Contractor will remain on duty until every student has been safely transported to their designated stop. In these circumstances the Contractor will be available for inquiries about the status of vehicles and service as well as answer inquiries from District personnel.

The Contractor shall administer fully the pupil transportation discipline policy of the District: meet with drivers and administration to correct improper student behavior on school vehicles. When necessary the administration will suspend student bus riding privileges as per District policy

No other individuals shall be transported on said vehicles without knowledge of the District.

Students and drivers shall not eat or drink in any of the vehicles used to transport students, unless due to special/unique circumstances, such as a medical exception, mutually agreed upon in advance. Use of tobacco, drugs, alcoholic beverages or electronic nicotine delivery devices (JUUL, vape pens, etc.) in the vehicles or on school property is prohibited at all times.

N. VEHICLES

(a) Buses. School buses and all other vehicles used in the performance of the contract shall at all times meet all applicable federal, state or local laws, regulations or ordinances. Furthermore, all vehicles used for school purposes shall pass annual State required inspection, as well as pass any other required inspections.

(1) Every vehicle shall be completely examined by the CONTRACTOR once every three months during the term of this contract as to, among other things, front end, brakes, tires, motor; and a report of such inspection shall be filed in the office of the CONTRACTOR.

(2) The CONTRACTOR shall be responsible for the payment of all operating expenses of each vehicle, including the cost of maintenance to keep each vehicle in good working condition, properly serviced and greased, and shall make all necessary repairs and replacements. The CONTRACTOR shall pay for all oil, anti-freeze, vehicle washing, garage expenses, highway road service, towing charges, tolls and all licensing required or incurred in connection with the operation of the vehicles. At its own expense, the CONTRACTOR shall maintain each vehicle in good working order and condition, properly serviced and greased and shall make all necessary repairs and replacement.

(3) All vehicles used in connection with this contract shall be washed at least once a week. Vehicles at all times should be maintained in a clean condition inside and out.

Exterior cleaning will be excused when the temperature is at or below freezing. The CONTRACTOR shall require drivers to perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment prior to utilization under this Agreement.

(4) The School District retains the right to inspect the school buses at any time to ensure safety compliance. Additionally, School District representatives, as designated by the District Business Manager, shall be permitted to ride any vehicle during transportation services in conjunction with this contract, without prior notice to the CONTRACTOR.

(5) The CONTRACTOR shall prepare a list to be known as the "Certified List" which shall contain a listing of all vehicles to be used in this contract, prior to the commencement of school each year, and furnish the following information:

- A. Vehicle Identification Code
- B. Name of Manufacturer
- C. Date of Manufacture (not model year)
- D. Serial Number (VIN)
- E. Pupil Capacity
- F. Odometer Reading

Inclusion of a vehicle on the Certified List shall be a certification that the vehicle meets all applicable specification requirements, including certification that all required maintenance and inspections are completed and that the vehicle is in safe operating condition.

The Certified List shall further indicate whether the vehicles are designated as Regular or Spares. Vehicles designated as Regular or Spare vehicles must be dedicated to the exclusive use of the District while so designated.

No vehicle shall be used for contract work unless it is pre-certified for compliance with the equipment specifications. Use of an uncertified vehicle shall forfeit compensation for any services rendered by such a vehicle on a per diem basis, and shall constitute sufficient grounds for termination of the contract for pupil transportation.

From time to time throughout the school year, the CONTRACTOR may add or subtract vehicles from the Certified List or change designations, provided all other requirements are met, by written change submitted to the District; however, no change shall be deemed approved until written approval of the change is provided to the CONTRACTOR by the District.

Regular buses, by "bus number", on the Certified List shall be assigned particular routes as identified by the District. CONTRACTOR must report to District in writing any changes in assignment no more than twenty-four (24) hours after such assignment has been changed.

(6) In each year of the Agreement, CONTRACTOR shall acquire for use under this Agreement at least one (1) additional full size, 71 or 72 passenger, bus that has a manufacture model year not more than five years older than the second year of the applicable school year. The age of the vehicle for this purpose shall be determined by subtracting the date of manufacture from the year of the second half of the school year, so that a 2021 model vehicle would be deemed five (5) years old for any purchase made during the 2025-2026 school year (which would be an unallowable purchase per this contract). For illustrative purposes, any bus purchased during the 2025-2026 school year must be a 2021, 2022, 2023, 2024, or 2025 model. A regular gas bus may be purchased with the approval of the board.

It is understood and agreed that at no time during the term of this Agreement shall the age of any of the Regular buses on the Certified List be great than as follows:

Years # 1 and # 2: Fifteen (15) years

Year # 3: Fourteen (14) years

Year # 4: Thirteen (13) years

Year # 5: Twelve (12) years

If CONTRACTOR purchases two (or more) buses in one fiscal year that meet the requirements as defined in 10.A.6, then the CONTRACTOR is not required to purchase a bus that meets the requirements of 10.A.6. in the subsequent fiscal year of the multiple bus purchase.

(7) CONTRACTOR shall maintain a supply of designated Spare vehicles dedicated exclusively to District uses. The supply of Spare vehicles for each type of vehicle shall be equal to twenty percent (10%) of the required number of Regular vehicles of that type rounded to the nearest whole number, i.e., if there are 11 buses required for regular runs, 2 buses are required as Spares.

Spare vehicles must be seventeen (17) years old or less, (Agreement Year # 1 and # 2), sixteen (16) years old or less (Agreement Years # 3 and # 4), and fifteen (15) years old or less (Agreement Year # 5), unless otherwise approved by the District.

Spare vehicles shall not be used for more than five (5) consecutive days as a substitute for a Regular vehicle unless such Spare is no older in model year than the bus for which it is substituting.

(8) All vehicles provided by CONTRACTOR for service under this Agreement shall be equipped and identified in accordance with requirements outlined in Title 67, Transportation of the Pennsylvania Code used in conjunction with the Vehicle Code, Title 75 of the Pennsylvania Consolidated Statutes. Highly reflective tape should be used when necessary.

(b) Communication with Buses. For the term of this Agreement, CONTRACTOR will be responsible for equipping and maintaining a two-way radio communication system in each vehicle, at its sole expense, and shall provide cellular phones for each activity bus run for the benefit of District. CONTRACTOR shall provide, install and maintain, at its own expense, a two-way radio base station in the offices/terminal of CONTRACTOR as well as a two-way radio base station or handheld radio in the District offices.

(c) Camera Surveillance. All "Regular Run Buses" will have a camera surveillance system installed, CONTRACTOR shall, at its expense, provide the camera surveillance system. Cameras will be provided and installed by CONTRACTOR to be used in the District buses. -Every run, from beginning to end shall be captured on video. Contractor agrees to provide video footage to District upon request. Prior to commencing service, Contractor shall notify District of duration surveillance footage is maintained.

(d) Backup Alarms. All vehicles shall have an automatic audible backup alarm installed.

(e) Each bush should display the name of the school district.

O. TOBACCO PRODUCTS PROHIBITED.

Each school bus must have a sign displayed in a conspicuous area located inside that smoking, chewing or any other use of tobacco products on school buses is prohibited.

P. FUEL COSTS.

The CONTRACTOR is responsible for supplying the fuel necessary to provide the services outlined in this Agreement. Excess fuel costs for purposes of reimbursement shall increase each year by an amount equal to a sum determined by multiplying the Consumer Price Index (CPI) (Pupil Transportation cost Index Adjustment) by the previous year's rate. This CPI is for the month of December-to-December Consumer Price Index for all Urban Consumers (CPI-U) as calculated and reported by the Bureau of Labor Statistics in the U.S. Department of Labor. The number of gallons of fuel on which this excess cost reimbursement is based shall be calculated on a usage of

6.5 MPG for diesel engines.

It is understood and agreed that the District shall be entitled to all rebates or refunds or reimbursements of taxes on fuel costs paid to the state and federal governments. The District will be responsible for securing such refunds.

The School District will consider and may propose other arrangements regarding fuel, particularly those dealing with incentives to conserve. Any agreement to alter or amend the above, however, must be in writing, signed by both parties.

Q. ACCIDENT REPORTING/SPOKESPERSON.

In the event of an accident, the driver and/or the Contract Spokesperson shall immediately inform the District and follow up with a written report within forty-eight (48) hours. The Superintendent (or designee) shall be the sole spokesperson with media regarding any accident.

R. STRIKE CONDITIONS.

In the event of a strike or work stoppage by the School District personnel, the School District expects the CONTRACTOR to perform his normal duties while school is kept in session. In the event CONTRACTOR fails to provide such transportation, the School District may have the right to secure such other transportation as may be necessary and charge the cost thereof to the account of the CONTRACTOR.

INDEPENDENT CONTRACTORS.

It is understood and agreed to by both parties hereto that the CONTRACTOR, while engaged in carrying out and complying with any of the terms and conditions of this Contract, is an INDEPENDENT CONTRACTOR and is not an officer, agent or employee of the West Branch Area School District.

RECORD KEEPING & REPAIRS.

The CONTRACTOR agrees to keep and file in a timely manner any records or reports as may be required by the District including but not limited to a passenger count, mileage, vehicle identification, dispatching information, maintenance and fuel records, complaint logs and disciplinary reports. The CONTRACTOR shall keep a record of check-in and checkout times of all drivers in order to determine whether or not all vehicles have been dispatched, a copy of which is to be presented to the District each month along with the invoice for services.

The failure of CONTRACTOR to provide regular reports as required by District shall be cause to withhold payment of monthly invoices until such reports are submitted. In the event the District identifies reports that have not been submitted as required, the failure of which could jeopardize the timely payment of monthly invoices, District shall notify the CONTRACTOR at its main office in Philipsburg, Pennsylvania, in writing no less than three (3) business days prior to the scheduled monthly meeting at which such invoices are approved to provide CONTRACTOR with the opportunity to submit such reports.

DISCRIMINATION.

The Contractor will abide by provisions of Act No. 222, October 27, 1955, as amended by Act No. 19, February 28, 1961, and in accordance with the provisions of the Governor's Code of Fair Practice, effective June 8, 1963, and the Regulations of the Pennsylvania Human Relations Commission, as approved by the Attorney General, July 7, 1965, as well as the

District's own non-discrimination policy, the contract documents will contain the following items:

S. STUDENTS ARE ON THE BUSES.

The Contractor shall ensure that there are sufficient fuel supplies for all vehicles under contract to the District and that there are the proper diesel fuel mixtures and additives for winter driving in Clearfield County, Pennsylvania.

The Contractor shall ensure that each bus is properly equipped with an appropriate 2-way CB radio for communication with commercial truck traffic within the District.

The Contractor shall ensure that all vehicles have the proper insurance coverage as dictated by state regulations and District requirements.

The Contractor shall resolve vehicle breakdowns, summon tow vehicles, reroute other vehicles to transport any students on disabled vehicles as expediently as possible. The Contractor will work with the District to schedule buses for bus evacuation drills as required by law.

The successful Contractor will agree to utilize two-way radio apparatus on all of its buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with said radios. Use of radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract.

The Contractor will permit the school Resource Officer to enter the bus at any time.

U. ACCIDENTS

In case of an accident, the Contractor will:

- a. Investigate immediately all accidents involving school vehicles under contract to the District.
- b. Notify the Superintendent, or designee, immediately should an accident involving the District's students, staff, or vehicles occur.
- c. Notify the Business Administration of the District as soon as possible about any accidents involving injury, and/or property damage.
- d. Include in the notification the name of every person on the vehicle at the time of the accident including information about possible injuries, and other information requested by the appropriate law enforcement agencies.
- e. Submit a detailed, written report to the Superintendent within 24 hours of an accident along with all other mandated reports.
- f. Notify the Business Administrator of the District as soon as possible about any accidents involving injury and/or property damage.

V. COMMUNITY EMERGENCY EVACUATIONS

The Contractor shall:

- a. Fully cooperate with local, county, state, and federal emergency management personnel for the use of any or all Contractor-provided school vehicles to be used in the evacuation of facilities or communities as requested by emergency management personnel.
- b. For a period of six (6) years keep accurate records in regard to any and all expenses related to Contractor-provided school vehicles used for emergency purposes so that the District can apply for the available reimbursements.
- c. Provide the District all the necessary information required for the completion and maintenance of the District's Crisis Response Plan regarding transportation.

SUBCONTRACTING, ASSIGNMENT, TRANSFERABILITY

Contractor is not permitted to subcontract the District's transportation to another transportation provider. The contract shall not be transferred or assigned without the prior approval of the Board and the written consent of the District.

W. FORFEITURE

If the Contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, the District may cancel the contract without prior notice and procure services elsewhere. The District may, in its sole discretions, offset subsequent payments; call for the forfeiture of surety instruments and/or collateral.

Additionally, if the Contractor fails to perform satisfactorily any of the services required under the provisions of proposal and contract, the Contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule.

Should the District be able to obtain such services elsewhere, the Contractor shall be liable and, upon submission of an invoice by the District, pay to the District the additional cost to the District in obtaining the services above the contractual rate in effect between the contractor and the Board. In the event the District should be unable to obtain such services elsewhere, or in lieu thereof at the option of the District, the Contractor shall pay to the District, in addition to any other accounts payable hereunder, additional administrative costs to the District in the amount of two hundred dollars (\$200.00) per day to be deducted from the next payment to the Contractor. The District at its sole discretion offset subsequent payments and call for the forfeiture of surety instruments and/or collateral.

X. NON-DISCRIMINATION PROVISION

The Contractor agrees to comply with the provisions of the Pennsylvania Human Relations Act in providing equal employment opportunities to those the contractor hires in connection with all work performed on behalf of the District. The Contractor will not discriminate nor permit discrimination by its agents or employees against any employee or applicant for employment because of race, color, religion, age, or natural origin. Contractor will be subject to state and federal laws, including Title IX of the Education Amendments of 1972, Individuals with Disabilities Act of 1990, Sections 503 and 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990.

The Contractor will supply all compliance reports required by the Pennsylvania Human Relations Commission. Failure to comply with all requirements of the Governor's Code of Fair Practice (June 6, 1983) and the regulations of the Pennsylvania Human Relations Commission shall constitute a substantial breach of this contract and reason for termination upon written notice to the Contractor.

Y. RESERVATION OF RIGHTS

The Board believes and represents to contractors that it has the right to enter a contract for transportation services. Nevertheless, in the event that right is challenged, the Board reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the District.

The Board reserves the right to direct and control all matters involving the interpretation of this contract or any matters not specifically provided for in this contract.

Z. JURISDICTION

The parties agree that any litigation concerning this Request for Proposal will be in the Court of Common Pleas of Clearfield County, PA.

AA. CHARTER AND OVERLAYS

It is preferred that the Contractor owns and operates a charter Bus to be used for special events. If a charter bus isn't available the District reserves the right to contract for a charter bus of its choosing for special events. The contractor will also discuss possible discounts including overlay costs for longer events.

RIGHT TO CONTRACT WITH OTHERS.

The District reserves the right to contract with parents, guardians, and others for the transportation of pupils for special circumstances. The District also reserves the right to partner with other school districts and their bus contractors for the transportation of students.

ATTACHMENT A
WEST BRANCH AREA SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED
SCHOOL BUS TRANSPORTATION

PART I: WILL YOU INVOICE AT STATE FORMULA or at a DAILY RATE

If using a Daily Rate then detail the applicable ANNUAL RATES, or List N/A if invoicing using STATE FORMULA

If using a Daily Rate and then the approved PDE Transportation Index Increase for years 2-5, then please indicate the rate for Year 1

YEAR 1 (2026-2027) \$ _____

YEAR 2 (2027-2028) \$ _____

YEAR 3 (2028-2029) \$ _____

YEAR 4 (2029-2030) \$ _____

YEAR 5 (2030-2031) \$ _____

PART II: If applicable, determine the method/formula in which the contractor will invoice for fuel surcharge:

**PART III: Detail the Rates/Methods the contractor will use to calculate
Extracurricular/Activity/Athletic Runs:**

ATTACHMENT B
WEST BRANCH AREA SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED
SCHOOL BUS TRANSPORTATION

West Branch Area School District
516 Allport Cutoff
Morrisdale, PA 16858 -
814-345-5615 X4850

The undersigned hereby proposes to furnish school bus transportation for the West Branch Area School District as per the prices quoted on the attached proposal pages, including any necessary supporting documentation. The undersigned certifies to have read and fully understand the specifications and offer to furnish the services in exact accordance with the specifications and at the prices quoted.

NAME: _____

SIGNATURE: _____

TITLE: _____

COMPANY: _____

ADDRESS: _____

PHONE: _____

FAX: _____

E-MAIL: _____

CONTACT: _____

PHONE: _____