

Fort Cherry School District

REQUEST FOR PROPOSAL

The Fort Cherry School District invites qualified vendors to submit proposals for:

CONTRACTED SCHOOL BUS TRANSPORTATION TWO (2) ALTERNATIVE BIDS REQUIRED

ALTERNATIVE #1: Cost of splitting routes with another provider

ALTERNATIVE #2: Cost of transporting all routes in the District

MANDATORY PRE-BID MEETING

All interested vendors must attend a mandatory meeting at which time FCSD personnel will be available to answer questions regarding the proposal. The meeting is scheduled for **Thursday, February 19, 2026, at 6:00 p.m.** at Fort Cherry High School Learning Commons.

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 Friday, Feb 27, 2026 12:00 PM

Mail or deliver the proposal to the following address:

**Business Manager
Fort Cherry School District
110 Fort Cherry Road, McDonald, PA 15057**

TENTATIVE TIME SCHEDULE

Pre-bid Meeting: Thursday, February 19, 2026, 6:00 p.m.

Proposals Due: Friday, February 27, 2026, 12 p.m.

Board Award of Contract(s): Monday, March 23, 2026

FORT CHERRY SCHOOL DISTRICT

PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

The undersigned hereby proposes to furnish school bus transportation for the Fort Cherry School District as per the prices quoted on the attached proposal pages. 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: _____

FORT CHERRY SCHOOL DISTRICT

PROPOSAL FOR CONTRACTED SCHOOL BUS TRANSPORTATION

Notes:

- (a) Contractors are encouraged to use State Formula ("SF") pricing or indicate SF +/- %
- (b) Contractors must note if there is a minimum daily charge.

YEAR 1 (2026-2027)	YEAR 2 (2027-2028)	YEAR 3 (2028-2029)	YEAR 4 (2029-2030)	YEAR 5 (2030-2031)
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COST TO
DUPLICATE
EXISTING
PROGRAM
(SCHEDULE
A)

DAILY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
 _____ _____ _____ _____ _____

COST TO
TRANSPORT
ONLY
REIMBURSA
BLE
STUDENTS
(SCHEDULE
B)

DAILY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
 _____ _____ _____ _____ _____

COST TO
ADD
(SUBTRACT)
BUS FROM
PROGRAM

DAILY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
 _____ _____ _____ _____ _____

COST TO
ADD
(SUBTRACT)
(VAN
FROM
PROGRAM)

DAILY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____
 _____ _____ _____ _____ _____

COST TO
ADD
(SUBSTRAC
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WHEELCHA
IR
ACCESSIBL
E VEHICLE
DAILY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

COST FOR
Bus/Van Aide
HOURLY RATE \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

**PURCHASE
OF
EXISTING
FLEET
(one-time
payment to
ASD)** \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

**Cost to keep
existing Head
Mechanic as
School District
employee (+/-)** \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

**Monthly fee
paid to ASD
for leasing of
existing depot
facility** \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

LEASING
VENDOR TO
PROVIDE
COST FOR
LEASING OF
FLEET TO
MATCH
EXISTING

\$ _____ \$ _____ \$ _____ \$ _____ \$ _____

FIELD TRIP COST (PER MILE/PER HOUR) \$ _____ \$ _____ \$ _____ \$ _____ \$ _____

FORT CHERRY SCHOOL DISTRICT

REQUEST FOR PROPOSAL CONTRACTED SCHOOL BUS TRANSPORTATION

SCOPE

Fort Cherry School District is a small, rural public school district located in Washington County and includes the following municipalities: McDonald Borough, Midway Borough, Mt. Pleasant Township, and Robinson Township. The school district covers approximately 59 square miles with a population of approximately 8,500.

The School District operates one (1) elementary school and one (1) junior/senior high school. Both buildings, as well as the Administration office, is located at 110 Fort Cherry Road, McDonald, PA 15057.

The District currently outsources two transportation companies to provide student transportation. Each company is responsible for six (6) to nine (9) daily bus runs, depending on the needs of our students. In addition, the school district outsources an additional transportation company to provide van/mini bus services for special circumstances. The District is seeking services for approximately twelve (12) to eighteen (18) regular bus runs as well as van/mini bus runs starting with the 2026/2027 school year. The District continues to be mindful of the declining population and works to optimize routes as to remain fiscally responsible, especially in regard to using taxpayer funds in the most efficient way possible. To that end, the District is seeking a transportation vendor who can work with the District to ensure that transportation costs and services are right-sized and reasonable.

STATEMENT OF PURPOSE

The transportation of 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 contractor and its drivers or the FCSD. The primary obligation of the contractor is to operate its affairs so that the FCSD will be assured of continuous reliable service. For the protection of our children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The FCSD places and the contractor accepts full responsibility of assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law.

Under the proposed service agreement, the contractor will be responsible for all aspects of pupil transportation service subject to the approval of the FCSD. 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 SPECIFICATIONS FOR STUDENT TRANSPORTATION

1) FAMILIARIZATION

Each contractor is required to examine the entire proposal, including the specifications and attachments, 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.

2) OFFICE SPACE AND TERMINAL FACILITIES

The contractor is required to provide an office and a terminal facility within the FCSD boundaries, unless otherwise previously approved by the FCSD. FCSD property shall not be used for office space or terminal facility.

FCSD highly encourages contractors to consider leasing the existing school district transportation facility. If willing to lease the existing facility, Contractor should note the proposed monthly lease payment on the response to the proposal. The monthly lease payment will be part of the cost consideration used in the award.

3) 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, workers compensation 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.

4) SUPERVISION

- a) The contractor will provide a qualified supervisor and staff of employees. The supervisor will be trained and experienced in the supervision of school bus and van drivers. The contractor's supervisor shall cooperate fully with the FCSD Director of Transportation and Superintendent to ensure a safe and efficient transportation system.
- b) The contractor will agree to make the supervisor and staff available to the FCSD for community and parent related inquiries upon request and notice of the FCSD.
- c) The contractor agrees to furnish such reports as may be required and at the times designated by the FCSD or its designated representative. The Contractor agrees to provide the Director of Transportation with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, i.e., but not limited to valid school bus driver licenses, physical examination cards, drug testing, and criminal background checks. Contractor agrees to have a predetermined facility to conduct DOT physicals and drug testing that has been approved by the FCSD School Board.

- d) School transportation contractors are responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the FCSD. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the FCSD, operate as cause for the termination of a contract for the transportation of school pupils.
- e) The contractor agrees to obtain directions to destinations for all trips at least 24 hours before the scheduled departure. Last minute contacts with the Transportation Office seeking directions are unacceptable. Contractor agrees to follow the FCSD School Route policy, which prioritizes shortest distances and quickest trips for regular runs, extra trips and activities when transporting students.

5) **DRIVERS**

It shall be the intention of the FCSD to contract for the transportation of public, parochial, private, charter and special needs school students on each school day as established by their respective calendars. The contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis.

- a) Every school bus driver provided by the contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.
- b) Drivers will have physical examinations provided at the expense of the driver or contractor.
- c) A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District approved company at the expense of the contractor. Contractors are responsible to comply with all federal laws, state laws, local laws, and District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the FCSD.
- d) The contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the FCSD 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 FCSD for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.

- e) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the expressed desire of the FCSD that the rate of driver turnover be minimal.

The contractor must provide a sufficient substitute driver for call-offs, breakdowns, emergencies, and any other unforeseen circumstances. If the contractor is unable to fulfill the request to provide a sufficient substitute driver, the contractor will forfeit the cost of the daily run.

- f) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the FCSD prior to being assigned by the contractor. The FCSD 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.
- g) The contractor will comply with a request by the FCSD to remove any school bus driver who, in the FCSD's opinion, is not qualified to operate a school bus, cannot properly control students and who displays insubordinate behavior towards a school administrator.

6) LICENSES

The contractor and its employees shall acquire and maintain valid permits and licenses required by law. All costs and fees for such license shall be the sole responsibility of the contractor and/or the drivers under its employ.

7) VEHICLES PROVIDED

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school mini-vans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.
- b) The contractor will furnish, at minimum, the current 66 passenger buses, but will include the option for at least (2) 72 passenger buses in the proposed fleet lineup.
- c) The contractor is to provide sufficient spare buses as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles. The contractor will also supply a reasonable number of additional buses to provide for special services, such as athletic/band trips and field trips.
- d) The contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and vans utilized under the contract at its own cost.

- e) The contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month - September through June. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. The contractor shall also perform daily pre-trip and post trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe bus be used to transport students. The contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the FCSD when requested.
- f) The FCSD retains the right to inspect the school buses and all other vehicles to ensure safety compliance.
- g) All school buses assigned to regular daily routes by the bidder pursuant to the contract shall be no older than ten (10) years from the date of manufacture. All vans to be utilized by the successful bidder for the performance of the contract shall be no older than seven (7) years from the date of manufacture. Use of spare buses shall be no older than ten (10) years from the date of manufacture. The use of spare buses will be kept to a minimum and the FCSD will be notified in writing when this occurs. This list will be furnished to the Director of Transportation by the first Monday of August of each school year for review and approval.
- h) It is understood and agreed to by both parties that the contractor, when engaged in one or two hour delays for the start of classes, will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, contractors will do short test runs to be sure that their vehicles can complete their routes.

8) SAFETY PRECAUTIONS

The Contractor shall require all drivers to comply with the following safety precautions:

- a) All traffic regulations shall be observed at all times.
- b) Each driver is expected to remain with the bus at all times whether at a school building or on the route if there are students on the bus. If no students are on the bus and the bus is secure, the driver may leave the bus.
- c) 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.
- d) All school buses must be equipped with fully operational audio and video security cameras, both inside and outside the vehicle. These cameras must remain in proper working condition at all times to ensure continuous monitoring and safety compliance.

Recorded data must be made available to the school district upon request and provided within 24 hours of the request—or sooner if the severity of the incident warrants immediate access. The cost of purchasing and maintaining the equipment is the responsibility of the transportation company. The contractor accepts full liability if the cameras, audio and video equipment are not functioning properly.

- e) Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus conduct forms provided by the FCSD and/or sending school district.
- f) Only public school pupils, non-public school pupils, teachers, and any other school officials or individuals designated by the District shall be transported by the Contractor hereunder. Only such designated passengers and their belongings shall be transported in a school vehicle while it is engaged in transporting pupils to and from school. The District shall have the right to assign monitors at the District's expense when this need is approved by the Board of School Directors.
- g) All children riding on the buses shall be transported to their designated stops only; unless previously approved by the Director of Transportation or representative.
- h) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other public conveyances, when transporting school children under contract, shall provide adequate seating for each student with no standees permitted.
- i) There shall be no eating (food and/ or drinks) in any of the vehicles used to transport students. Use of tobacco, drugs or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce FCSD or sending school district policies including the requirement that there is no smoking or vaping allowed at any time on school buses used in the FCSD. At the discretion of the FCSD for special trips an exception can be made to allow eating (food and/or drinks) by students.
- j) In the event there are additional safety standards required for the transportation of students that require equipment to be installed and/or implemented for such safety enhancements, the contractor shall be responsible for the cost to purchase such equipment and installation. If FCSD would institute any additional safety standards for the transportation of students, the successful contractor agrees to install and/or implement such safety enhancements and those if any additional costs will be the responsibility of the FCSD.

9) FUEL

- a) FCSD shall provide the motor fuel needed for the performance of the contract. The contractor agrees to indemnify the FCSD from all penalties resulting from the mishandling of fuel. If the contractor is proposing CNG buses, that should be noted in the proposal.

b) The District agrees to purchase the fuel used for the transportation of the FCSD students in order to take advantage of any and all tax exemptions applicable to school district transportation. The District shall charge the gross cost (including nonexempt taxes) to Contractor for the purchase of such fuel by deducting from each monthly payment the District's cost for the fuel. The District shall not be obligated to provide such fuel unless the Contractor can assure the District that adequate accounting and/or metering procedures are adopted so that fuel consumption may be monitored. The District shall be entitled to audit said consumption at any time.

Contractor shall reimburse FCSD for 100% of the fuel used. Repayment of fuel will be paid on a monthly basis.

10) BUS ROUTES AND BUS STOPS

- a) Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the FCSD prior to utilization.
- b) Bus routes and bus stops shall be prepared with joint cooperation of the FCSD and the Contractor. Any and all routes may be modified from time to time at the sole discretion of the FCSD. The contractor shall not deviate from the designated routes or stops except by prior written consent of the FCSD or in an emergency.
- c) An operating time schedule for each building shall be provided by the FCSD. The contractor and FCSD shall work together to use this information to create and designate the time and place of all bus stops, both morning and evening. These schedules shall be carried in the bus and provided to the schools. The time schedule may be modified by the FCSD as the occasion demands, but only after due notice has been given to parents and contractor. In addition, finalized student rosters will be provided by the contractor to the FCSD Transportation Office, and to all schools serviced, two (2) weeks prior to the first day of the school year.
- d) The FCSD will be responsible for providing the communication of bus routes and schedules to all students and their families.
- e) In the case of an emergency, any deviation of established routes shall be reported promptly to the FCSD transportation office, to include but not limited to all special activities, sporting events, and field trips.
- f) Schedule A provides information on the routes and the number of students that were scheduled in the FCSD for 2025-2026, (Base Price). The cost of additional bus runs or credit for deletions will be discussed between the contractor and the FCSD based on the proposal and contract. As part of any response to this Request for Proposal, the contractor shall provide a bid for the cost of providing additional runs or deleting runs and the basis for calculating the same.

Contractors have the option to choose a method of pricing, however are highly encouraged to provide “state formula” based pricing.

Contractors are encouraged to provide cost per day for transporting only children located outside of the state reimbursed area, unless the students are counted due to hazardous route certification.

- g) Small and local operators are encouraged to participate. The FCSD will consider allowing partial proposals based on routes, school districts, or buildings. The FCSD will also consider proposals from collaborating contractors that “bundle” pricing.
- h) All buses shall have the name of the contractor on the bus and NOT the FCSD along with all applicable license numbers.
- i) **EVALUATION CRITERIA (CONTRACTORS ARE ENCOURAGED TO ADDRESS EACH ITEM IN THEIR PROPOSAL)**
 - i) PREVIOUS EXPERIENCE & SAFETY RECORD
 - ii) MAINTENANCE OF VEHICLES
 - iii) DRIVER TRAINING PROGRAM
 - iv) DRIVER UNIFORM PROGRAM
 - v) COST OF PROPOSAL
- j) Contractors must reimburse families for any or all personal belongings that are damaged as a result of accidents or vehicle maintenance.
- k) FCSD will reimburse contractors for tolls up to the amount allowed by EZ-PASS/PREPASS for regular daily trips, field trips and special events. Toll reimbursement must be submitted within 30 days of receipt of invoice and presented to the Business Office within 5 business days.

11) TWO-WAY RADIOS

The successful bidder will agree to utilize and maintain its own 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. The radio system will remain the property of the contractor and any licensing renewal fees will be paid by the contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The contractor will, at his/her expense, install and maintain base-station radio(s) to provide for direct communication between the buses and the contractor. Base-station radios will be provided to the FCSD to be used as a means of traffic monitoring.

FCSD would require, at a minimum, 3 base stations to be placed in the district.

12) PUPIL SUPERVISION

- a) The FCSD delegates to the contractor the necessary authority to supervise and control students on buses and vans in accordance with FCSD rules. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Bus conduct reports must be completed by the driver and given to the student's building administrator with a copy forwarded to the Transportation Office.
- b) The FCSD will utilize video and audio monitoring equipment as a means to supervise bus students and to augment the written student misconduct report.
- c) Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the FCSD. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- d) No person other than a school pupil shall be transported in a school vehicle except in an emergency or when designated by the Transportation Director. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

13) VIDEO MONITORS

The contractor will provide and install a video and audio recording device capable of receiving and recording audio and video from a video capturing device on each school bus under contract to the FCSD. The recording devices should be inspected on a daily basis. The contractor will conduct audio and visual checks on video and audio devices on a monthly basis and will provide proof of working order the first business day of each month. All vehicles must have proper signage indicating audio and video equipment is in use. All buses shall be equipped with multiple devices, both inside and outside, including front and rear. The number of cameras used shall be approved by FCSD.

There will be a penalty imposed should the cameras not be in working order the contractor will owe the district \$50.00 a day. If video is requested and not received within the minimum time requirement of 24 hours (depending on the incident) the contractor will owe the district \$50.00 per day.

14) STUDENTS WITH SPECIAL NEEDS

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

15) DRIVER UNIFORMS

The contractor must have a uniform dress that would include a reflective safety vest with a name tag for all drivers. The contractor should include a description of driver uniforms with the proposal.

16) DRIVER TRAINING

Driver training is extremely important to successful student transportation programs. Best practices in driving training includes “soft skills,” such as how to communicate with students, etc. The contractor should include a detailed description of their driver training program, including a schedule for training for Year 1 of the contract. A mandatory training and route review meeting will be held each August, prior to the school year. The date will be set by the Director of Transportation and will be given to the contractor at least one week prior to the meeting.

17) GPS SYSTEMS

All vehicles shall be equipped with GPS systems. The District's transportation office will be supplied the software to track each vehicle. This will be at the cost of the contractor.

18) SPEAKER/INTERCOM SYSTEMS

All buses will be equipped with intercom systems with hands free use of the driver to communicate with children.

19) STATE REIMBURSEMENT

The contractor agrees to collect certain data on a monthly basis and to assist the District annually by providing the information necessary to complete such documents as are required to obtain maximum State reimbursement for such transportation system. Such forms shall be completed in sufficient time so as to insure that the District will obtain reimbursement for its transportation costs.

(a). The Contractor agrees to provide the District with all information essential to the completion and submission of the Pennsylvania Department of Education Transportation Reimbursement Application and any other required documents. In addition, the contract will keep and file with the District any records and reports which the District may reasonably require. Such information shall be provided to the District within fifteen (15) days of request or a mutually agreed upon time period.

(b). The Contractor shall provide to the District all information necessary for completion of the Form PDE-1043 no later than the 15th student day each month of each school year.

20) RIGHT TO CONTRACT WITH OTHERS

The FCSD reserves the right to contract with parents, guardians, and others for the transportation of pupils, including the FCSD for special needs children. FCSD also reserves the right to use any school owned or rental vehicle or other transportation means, to transport students.

21) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent of sending districts, or designee, shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The contractor agrees to advise the FCSD and sending school districts of road conditions when requested. The contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes.

FCSD has the ability to use "Remote" instructional days for inclement weather and any circumstance deemed warranted. The contractor shall only be paid for the days they actually transported students and not for "Remote" days, up to a maximum of five (5) days. Any remote days beyond the initial five (5) shall be reimbursed at 66% of the daily rate that would be owing for buses that do not operate. Any routes that do operate on "Remote" days, such as certain special education runs, shall be reimbursed at their normal rate.

22) REGULATIONS AND COMPLIANCE

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

23) INDEPENDENT CONTRACTOR

It is understood that the contractor is an independent contractor and not an officer, agent or employee of the FCSD while engaged in carrying out and complying with any of the terms and conditions of the contract.

24) NON-TRANSFERABLE CONTRACT

The contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the FCSD.

25) TERM

The contract will be awarded for a six (5) year term with an option by the FCSD to extend the contract for additional six (5) years. The contract will commence on July 1, 2026.

26) PERFORMANCE BOND

a) Upon award of a contract that exceeds \$10,000, the contractor shall provide a Performance Bond in the amount of seventy-five percent (75%) of the current-year contract price. Proof of bond shall be provided to Business Manager 7 business days prior to award of contract date.

27) FORFEITURE

a) If the contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including home to school transportation, athletic/ band trips, and field trips, and additional routes, the FCSD may cancel the contract without prior notice and procure services elsewhere. The FCSD may in its sole discretion offset subsequent payments and/ or call for the forfeiture of the Performance Bond.

b) If the contractor fails to perform satisfactorily any of the transportation services required under the provisions of proposal and contract, the contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the FCSD be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of an invoice by the FCSD, pay the additional cost to the FCSD of obtaining the transportation services above the contractual rate in effect between the contractor and the FCSD.

28) PAYMENT

The FCSD agrees to pay the contractor on a monthly basis over a 9 month period. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base contract on a monthly basis and include all supportive data. All invoices for the school year must be received in the Transportation Office by June 25th of that school year. All trip papers must be included with the invoice for accurate payment.

29) INSURANCE

a) The contractor agrees that, prior to the effective date of the contract, said contractor will file with the FCSD evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania and with an AM Best rating of A or better. Verification of the rating, in writing, must be submitted to the District prior to the effective date of the contract. This policy shall be in effect for the duration of the contract. The Certificate of Insurance should indicate that the FCSD and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.

b) The contractor will, at his expense and prior to the effective date of the contract, provide the FCSD with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle. The Certificate of Insurance should indicate that the FCSD and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the District's Business Office annually.

c) Worker's Compensation insurance, in accordance with statutory limits, will be required on all employees of the contractor who will be involved in any aspect of the operations in performing this contract with the FCSD. The Certificate of Insurance should indicate that the FCSD and its Board of Directors are Additional Named Insured on the policy. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the Business Office annually.

d) These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the FCSD.

- e) 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 FCSD business, so as to handle potential problems on a timely basis in the best interest of both parties.

25) INDEMNIFICATION

- a) In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the FCSD 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, its agents or employees, in the performance of the contract and further agrees to indemnify the FCSD 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 FCSD representatives with respect to the performance of the contract.

26) DISCRIMINATION PROHIBITED

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

- a) In the hiring of employees for the performance of work under this contract, no contractor, or any person acting on behalf of the contractor, shall by reason of gender, race, creed or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed or color;
- b) This contract may be cancelled or terminated by the FCSD and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the contract.

27) HUMAN RELATIONS ACT

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

28) AWARD

The FCSD will not be required to make an award entirely on the basis of the lowest bid in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the

District. The Board shall consider all matters arising out of this contract not specifically provided for therein.

29) SUPPLEMENTAL INFORMATION

Each bidder is required to submit the following information along with their proposal:

- a) Client list comprised of PA school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that district.
- b) Proof that the contractor is financially solvent: submit most recent annual financial statements with comparison statements from previous years.

SCHEDULE A

Fort Cherry School District

2025-2026 Daily Bus Run Schedule

Currently the Fort Cherry School District has 13 bus runs.

Each run begins approximately 6:45-7:00 a.m. for the high school, arrival and drop off at the high school is at 7:40 a.m., immediately moving to the secondary morning run for elementary, then arrival at the elementary will begin between 8:35-8:45 a.m., then returning back to the bus garage.

The afternoon runs should be ready to depart from the high school at 2:40 p.m., dropping off high school students first, then returning to the elementary for PM dismissal at 3:30 p.m., dropping off elementary students, and then returning to the bus garage at approximately 3:50-4:20 p.m.

Out of 13 buses utilized for daily transportation, we currently utilize (11) 66 passenger buses and (2) 72 passenger buses.

ATTACHMENTS

[District Transportation Policies](#)