

SPECIFICATION AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION



ALLENTOWN SCHOOL DISTRICT ALLENTOWN, PENNSYLVANIA

Release Date: February 25, 2019

Pre-Proposal Meeting Date: March 12, 2019 - 10:00 am

Due Date: March 28, 2019 - 10:00 am

ALLENTOWN SCHOOL DISTRICT
SPECIFICATIONS AND PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION

Proposals due:

AT: 10:00 A.M.
DATE: March 28, 2019
PLACE: Allentown School District
Director of Operations, Keith Falko
31 South Penn St.
Allentown, PA 18102

Proposer Information

Legal Name of Proposer Company: _____

Company Representative Name and Title: _____

Legal Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email: _____

Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: _____

Name of individual legally authorized to bind the Proposer to a contract (Please print or type):

Signature of same individual stipulated directly above:

Date: _____

ALLENTOWN SCHOOL DISTRICT

31 South Penn St.
Allentown, PA 18102

NOTICE TO PROPOSERS

The Allentown School District of Allentown, Pennsylvania hereby invites the submission of sealed Proposals from reputable and qualified bus transportation companies for furnishing student transportation services for the Allentown School District beginning July 1, 2019. Proposal Documents are available on the District's website at: https://www.allentownsd.org/departments/finance/Bids_RFPs.

Any deviations from the Proposal Documents must be listed on a separate sheet attached to the Proposer's Proposal as exceptions. In all cases not indicated by Proposers as a deviation, it is understood that the terms, conditions and specifications of the Allentown School District will apply. No deviation or exception to the RFP shall apply unless explicitly agreed to in writing by the District. Proposals will be received until 10:00 A.M. on March 28, 2019 at the Allentown School District, Operations Offices, 31 South Penn St., Allentown, PA. A pre-proposal conference will be held on March 12, 2019 at 10:00 a.m. at the Allentown School District Board Room, 31 South Penn St., Allentown, PA 18102. Proposers are strongly encouraged to attend as important information will be provided, and mandatory submission forms will be distributed.

Proposals will remain firm for a period of 120 days following the date of the opening, and will thereafter remain firm and non-withdrawable until the proposer provides written notice to the school district purchasing office that the proposal has been withdrawn.

The Allentown School District reserves the right to consider cost, experience, service, and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Proposer, in considering Proposals and awarding the Contract(s). The District reserves the right to reject any or all Proposals, to discuss operating options with one or more Proposers, or to enter into such other discussions or negotiations as the District deems to be in their best interests.

Proposers are advised that to the best of the District's knowledge the drivers of the current contractor are represented for purposes of collective bargaining by the Teamsters, Local 773, and that a Collective Bargaining Agreement covering their wages, hours and conditions of employment may be in effect. Proposers should understand that actions taken by Proposer and/or circumstances surrounding award of this contract to the successful Proposer may under certain circumstances impose upon such successful Proposer Federal Labor Law successor obligations to recognize and/or bargain with and/or assume the existing Collective Bargaining Agreement with the Teamsters, Local 773. Accordingly, Proposers are strongly urged to consult with their own legal counsel as to the nature and extent of any such obligation and the impact of any such obligations upon their Proposal.

The Contract period will be for five (5) years with renewal options available as solely determined by the District. The District is requesting Proposals for the provision of a range of student transportation services including home-to-school, ASD, Charter, non-public, special education and extra-curricular trips. Given the varying capacities, service levels required, and student needs, the District reserves the right to award specific services to more than

one vendor.

Proposers will be required to furnish, at their own expense, a Proposal bond or certified check in the amount of 10 percent (10%) of the annual amount of the Contract for the first operating year. A performance bond in a sum equal to 100% of the annual amount of the operating Contract awarded is being requested as an alternate to the Proposal.

Allentown School District
Allentown, Pennsylvania

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this document.
2. Provide all information requested, and complete the “Proposal Certification” and the “Form of Proposal”. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted on one or more of the requested Proposal categories, please so indicate in each space by entering “No Bid” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Bid” designated. Do not enter zero (\$0) if “No Bid” is being submitted as zero (\$0) is an amount that could be awarded by the District. The District reserves the right to reject any Proposal which does not contain pricing on all elements of the requested program.
3. Submit an original and two copies of the Proposal, including this complete document without removing any sheets. Each copy of the Proposal is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-Proposal meeting and that contains the Excel file for completion of the pricing pages.

Each Proposal must adhere to the structure outline (tabs) as follows:

- 1) Completed, signed and initialed Proposal specifications and addendums (if any).
- 2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data (if requested by District).
- 3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location.
- 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
- 5) Fleet – Fleet list (Appendix “B”) and/or dealer certifications; Maintenance Program description and forms; GPS and camera system information; stop arm camera information (alternate); AVL system (alternate); and vehicle feature(s).
- 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
- 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
- 8) Personnel, Safety and Procedures – Description of driver safety programs; training information; customer service programs; recruitment process; staffing plans; athletic trip scheduling process.
- 9) Cost – Form of Proposal for Contract; Alternates; return flash drive with pricing information.
- 10) Miscellaneous – Any descriptive information that describes capabilities or value-added services.

All materials submitted to the District pursuant to this Proposal become the property of the District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files.

4. A Pre-Proposal conference for all interested Proposers will be held on March 12, 2019 at 10:00 a.m. at the Allentown School District Board Room, 31 South Penn St., Allentown, PA 18102. Proposers are strongly encouraged to attend as valuable information will be conveyed, and mandatory submission forms will be distributed on flash drives provided to each contractor.
5. Proposals must be presented in a sealed opaque box and addressed as follows:

**Keith Falko, Director of Operations
 Allentown School District
 31 South Penn St.
 Allentown, PA 18102
 School Transportation Proposal - 10:00 A.M., March 28, 2019**

6. Proposals will remain firm for a period of 120 days following the date of the opening, and will thereafter remain firm and non-withdrawable until the Proposer provides written notice to the School District's Purchasing Office that the proposal has been withdrawn.
7. Proposer must furnish, at its own expense and with the Proposal, a Proposal bond or certified check in the amount of ten percent (10%) of the first-year annual price being proposed. The Proposal bond will be on the form attached to this Request for Proposals, or on such other form as is acceptable to the District in its sole and absolute discretion. If the Proposal security is in the form of a Proposal bond, it will be accompanied with a power of attorney evidencing the authority of the agent of the surety to execute the bond as of the date of the Proposal. The Proposal bond form must be executed by a surety named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies," as published in Circular 570 (as amended) by the Audit Staff, Bureau of Government Financial Operations, U.S. Treasury Department, and the amount of the bond will not exceed the underwriting risk of such surety as set forth in said circular or revision thereof. The surety will be licensed and qualified to do business in the Commonwealth of Pennsylvania. The Proposal security will name as payee or obligee, as appropriate, the District, and will be in an amount not less than 10% of the first-year annual price being proposed. **Proof of the ability to furnish a 100% performance bond must also be submitted with the Proposal in order to comply with the alternate requirements.**
8. Proposals will be received until 10:00 A.M., March 28, 2019, at Allentown School District, Operations Office (Keith Falko), 31 South Penn St., Allentown, PA 18102.
9. Proposers are encouraged to thoroughly check submissions, as these documents require significant detailed information to support the Proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. The District will reject any late submissions, and the District is not responsible for notifying the Proposer of any missing elements of the Proposal. *Proposers are also encouraged to include additional information about their services or company that will assist the District in the review of Proposals and awarding of Contract(s).*
10. These specifications were designed for the sole use of the Allentown School District pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the express written consent of the Allentown School District is prohibited.
11. Time frame. The following timeline is subject to change by the District:

Event	Date	Time
Issue Request for Bid	February 25, 2019	
Pre-Bid Meeting	March 12, 2019	10:00 am

Deadline for final questions	March 19, 2019	3:00 pm
Bid Due and Opening	March 28, 2019	10:00 am
Board of Education Approval	April, 2019	(tentative)
Project Start	July 1, 2019	

TABLE OF CONTENTS

	<u>PAGE</u>
PROPOSAL OPENING INFORMATION	2
NOTICE TO PROPOSERS	3
INSTRUCTIONS TO PROPOSERS	5
1. GENERAL CONDITIONS	9
2. PROPOSALS	10
3. AWARD	17
4. CONTRACT	21
5. GUARANTEES BY THE SUCCESSFUL PROPOSER	24
6. PAYMENTS	26
7. SAVINGS CLAUSE	27
8. SPECIFICATIONS	27

APPENDICES

- Appendix A - Program Description
- Appendix B – Proposer’s Vehicle List
- Appendix C – Sample Monthly Report To Administration
- Appendix D - Board Policies
- Indemnification, Defense and Hold Harmless Agreement
- Financial Information Compliance Certification
- Form of Proposal
- Non-Collusive Proposal Certification
- Acknowledgment by Proposer
- Sample Pricing Page
- Non-Proposer’s Response

1. GENERAL CONDITIONS

All invitations to submit proposals issued by the Allentown School District will bind proposers and successful proposers to the conditions and requirements set forth in these general conditions, and such conditions will form an integral part of each purchase contract awarded by the Allentown School District.

1.1 DEFINITIONS

- "Addenda" - written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Request for Proposal Documents by additions, deletions, clarifications, or corrections.
- "Bid" or "Proposal" - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Request for Proposal, the general conditions, and the specifications. Throughout this document, "Bid" or "Proposal" will be interchangeable.
- "Bidder", "Proposer" or "Contractor" - any individual, company, or corporation submitting its Proposal, and qualified consistent with the "Proposer Qualifications" section of this document.
- "Proposal Documents" - Includes the "Notice to Proposers", "Instructions to Proposers", all "Terms, Conditions, Requirements, and Specifications", the "Proposal" forms, all appendices attached hereto, including "Addenda" issued prior to receipt of proposals, and any proposed "Contract Documents".
- "Board" - the Board of School Directors of the Allentown School District, and/or a designee of the Board of School Directors.
- "Contract" - the Contract Documents form the "Contract".
- "Contract Documents" - The "Contract Documents" consist of the Proposal Documents, Performance Bond, Proposer's Proposal (which includes, without limitation, Proposer's Proposal Form, Proposer Information, Acknowledgement, Proposer's Vehicle List, Pricing Page, Financial Information Compliance Certificate, and Non-Collusive Proposal Certification), Indemnification, Defense and Hold Harmless Agreement, any deviations to the Proposal Documents delineated in Proposer's Proposal and accepted in writing by the Allentown School District in its Notice of Award, and any separate form of Contract should the District request a separate form of Contract per Section 8.15.

- “Dead Head Mileage” - Mileage to and from the contractor’s location(s) that is not considered part of the District’s bus routes or trips.
- “Drop and pick” - A process of having a bus take a trip or team to a destination site, and then departing with the same or another bus returning to the site to pick up the trip or team.
- “He/she, his/her” - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- “School Day” - definition of school day for the purpose of transportation is from the time the buses leave to pick up children to bring them to classes in the A.M. to the time the buses return to the terminal after bringing them to their designated stops in the P.M. Specific “live hours” for the purposes of this contract, and payment, are described herein.
- "School District" or “District” - will mean the legal designation of Allentown School District.
- “School Year” - The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of School Directors including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - description of services to be performed by Contractor and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder" or “Successful Proposer" or “Contractor” - any Proposer to whom an award of Contract is made by the District.
- “Times” - all times referenced herein refer to the local prevailing time for the Allentown School District.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Proposal opening will be given in the Notice to Proposers. If the District’s schools are closed on the date of proposal submittal due to weather conditions, the submittals should still be presented to the District by the scheduled date and time. The District’s Operations Office will be open on the scheduled day to receive the submittals. The District will reserve the right to open and read the proposal submittals on the next official day that the District is open at the hour designated herein.

- 2.1.2 All proposals must be submitted on and in accordance with forms provided by the Board and included in this bound document. The proposal sheets are not to be removed from the document. All proposals must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Proposal Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer, and must be clear and readable. *Although the Proposer is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Proposer will be the official price submission.* The District reserves the right to interpret figures where clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates will have a proposal submitted.
- 2.1.5 Proposals may not be considered which purport to qualify, limit, amend or omit any of the minimum requirements as detailed in the Proposal Documents. A determination as to the impact of any proposed change is the sole responsibility of the District.

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he submits his/her Proposal. If the Proposer fails to draw a matter to the attention of the District, her/his Proposal will be construed by the Superintendent or her/his designate.

- 2.1.6 A Proposal will include the legal name of Proposer and a statement whether the Proposer is a sole proprietor, a partnership, a corporation, or other legal entity, and will be signed by the person or persons legally authorized to bind the Proposer to a Contract. All required signatures will be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or company name may be used in lieu of any required signature. A Proposal by a corporation will also give the State of Incorporation and have the corporate seal affixed. A Proposal submitted by an agent will have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. Proposer must be authorized to do business in the Commonwealth of Pennsylvania, and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity will be provided to the District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers will be provided in lieu of the ownership information.

The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.

- 2.1.7 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of the District, a Proposer who is under consideration for an award of a contract may be required to submit additional information to support or clarify information previously provided. One or more Proposers may be asked to provide additional information, to meet with the District to discuss their

proposal, to modify one or more sections of their proposal, or to address such other issues as deemed important by the District.

2.1.8 Submissions with Proposals:

- a) Proposers will provide, along with the completed Proposal package, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all Pennsylvania school districts which they have served during the past three years, and a summary of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the Commonwealth of Pennsylvania. In lieu of organizational experience, staff experience must be demonstrated. This information should be included in section #2 of the Proposal binder.
- b) The Proposer must provide, along with the completed Proposal package, evidence demonstrating an ability to provide the expected insurance coverage as outlined in these bid documents. This proof can be in the form of a certificate of insurance naming the Allentown School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company (s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the contract. The types and levels of coverage must, of course, meet or exceed the required levels in the bid specifications. This information should be included in Section #7 of the Proposal binder.
- c) The Proposer must provide, along with the completed Proposal package, evidence demonstrating an ability to provide a 100% Performance Bond for the performance of the Contract that may be awarded in conjunction with this Request for Proposals, should the Board decide to accept the Performance Bond alternate. The proof must be in the form of an Agreement of Surety on the form included in the Proposal Documents, or on such other form as is acceptable to the District in its sole and absolute discretion. The surety executing the Agreement of Surety must be authorized to do business in the Commonwealth of Pennsylvania, and must meet the other requirements set forth in Section 8.18.1 of this Request for Proposals applicable to the surety company executing the Performance Bond. The Agreement of Surety must be accompanied by the necessary power of attorney. The Agreement of Surety must guarantee that the surety company will provide the 100% Performance Bond in the event the Proposer is awarded a Contract, and the District selects the Performance Bond alternate. The Performance Bond will be on a form acceptable to the District in its sole and absolute discretion. A determination on the acceptance of the Performance Bond alternate rests solely with the District. This information should be included in Section #7 of the Proposal binder.

2.1.9 In order to provide the required services envisioned in these contracts, Contractors must have a sufficient number of competent, trained drivers and bus monitor personnel. As detailed in Section 8.7.1.2 of these specifications, preferential hiring of existing contracted employees is required. Proposers will submit detailed descriptions of their recruitment programs, including typical wage and benefit information. For each district provided as a reference in compliance with Section 2.1.8.a) above, Proposer will provide an employment profile including at least the number of daily drivers and monitors required, the actual number of drivers and monitors employed, a description of targeted recruitment programs, wage and benefit

programs, and driver and monitor training programs. This information should be included in Section #8 of the Proposal binder.

- 2.1.10 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute an acceptable Proposal.
- 2.1.11 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of Proposal.
- 2.1.12 Prices and information required, except signature of Proposer, should be typewritten for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.13 No charge will be allowed for federal, Commonwealth, or municipal sales and excise taxes since the District is exempt from such tax. Contractor is responsible for any sales taxes and any other applicable taxes related to the services provided under the Contract.
- 2.1.14 All proposals received after the time stated in the Notice to Proposers may not be considered and will be returned to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. **HOWEVER, THE BOARD OF SCHOOL DIRECTORS RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS INFORMALITIES RELATING TO A SPECIFIC PROPOSAL, TO REJECT ANY AND ALL PROPOSALS, TO RE-ADVERTISE AND INVITE NEW PROPOSALS, OR TO ACCEPT THE WHOLE OR A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, OR TO MODIFY PROPOSALS BASED UPON NEGOTIATIONS WITH THE PROPOSER(S), AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
- 2.1.15 By submitting a Proposal, the Proposer represents that he/she is fully informed as to the extent and character of the services, supplies, materials, or equipment to be provided, the bus fleet, inventory and equipment to be acquired, and the current transportation parking locations to be used (if applicable), and that he/she can furnish the services, supplies, materials or equipment satisfactorily, all in complete compliance with the specifications. The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the Commonwealth of Pennsylvania and the Allentown School District, and that the Proposer will fully comply with said rules, laws, regulations, policies, procedures, and requirements.
- 2.1.16 All proposals must be sealed. They must be submitted in a plain opaque sealed box(es). All proposals must be addressed to the Director of Operations, Allentown School District. The Proposal label must be clearly marked "Transportation Proposal". Also, the date and time of the Proposal opening as indicated on the Notice to Proposers must appear on the box label. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the Proposals will become the property of the District and will not be returned.

- 2.1.17 Each Proposer by submitting its Proposal releases the School District from any and all claims arising out of, and related to, this Request for Proposals process and selection of a Contractor(s).
- 2.1.18 A recipient of this Request for Proposals is responsible for any and all costs incurred by it or others acting on its behalf in preparing or submitting a Proposal, or otherwise responding to this Request for Proposals, or any negotiations incidental to its Proposal or this Request for Proposals.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Proposer certifies that:

- a) The Proposal has been arrived at by the Proposer independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
- b) The contents of the Proposal have not been communicated by the Proposer, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Proposer or its surety on any bond furnished herewith prior to the official opening of the Proposal.

2.2.2 Qualifications of Proposers: The work and services described in these Proposal documents include the performance of activities directly affecting the safety of the students of the District and the public generally. The District may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract, and the Proposer will furnish the District with all such information for this purpose as the District may request. **If, in the opinion of the District, the Proposer is not properly qualified or responsible to perform any obligations of the Contract proposal, the District reserves the right to reject its Proposal.**

The District reserves the right to investigate all references and qualifications statements made by the Proposer. Upon investigation and evaluation, the District may choose to reject any proposal where the Proposer's stated qualifications are such that the District feels that the Proposer may not be able to perform the transportation service in a safe and an efficient manner. The following information categories will be reviewed, at a minimum, and each Proposer must supply information consistent with the detailed requirements described. The Proposer is invited to provide any additional information or data that further demonstrates its experience or qualifications, and/or ensures that high quality services will be provided to the District.

- a) Proposer must possess and demonstrate knowledge and capabilities to satisfy all Department of Education, Department of Revenue, Pennsylvania State Police, Bureau of Traffic Safety, Pennsylvania Department of Transportation, Vehicle Codes of the Commonwealth of Pennsylvania rules, regulations, and vehicle inspection requirements.
- b) Proposer must include a reference list, setting out the names of all Pennsylvania districts that they have operated in the past three years, or are currently operating. The name and telephone number of each business official or other District liaison must be provided for each district reference listed, along with a description of the type of transportation services provided (i.e. home-to-school;

special education; extra-curricular), and the number and size of buses and vans used in the performance of the contract. This information is to be included in Section #2 of the Proposal binder.

- c) A detailed description of the Proposer's driver and bus monitor recruitment program, including specific efforts that will be used to recruit quality personnel in Allentown must be provided. As a part of this submittal, a description of the process that will be used to comply with the preferential hiring requirements as detailed in Section 8.7.1.2 must be provided. This information is to be included in Section #8 of the Proposal binder.
- d) Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), dispatcher(s), trip coordinators, trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this contract. As part of the job description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

An organizational chart is to be provided showing the relationship of the various management positions within the terminal(s) that will provide services to the District. Please provide an additional organizational chart showing the terminal manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract.

This information is to be included in Section #2 of the Proposal binder.

- e) The Proposer should supply details on the typical operating program that would be utilized in the performance of this contract, including such items as specialized training for new and experienced drivers and bus monitors; accident reduction programs; vehicle maintenance and inspection programs; computerized fleet maintenance, management, and routing systems; and student safety programs. This information is to be included in Section #8 of the Proposal binder.
- f) A detailed list of terminated contracts over the last three years in Pennsylvania, except those contracts lost as a result of the bidding process. This information is to be included in Section #2 of the Proposal binder.

2.2.3 Proposers may be asked to provide, if they are being considered for a contract award, the following financial information. Failure to provide this information within 72 hours of the request by the District may result in the contract not being awarded to the Proposer.

- a) Professionally prepared (audited or reviewed) financial statements for the past three years, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on this contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Proposer should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Proposer will be held financially responsible for the Proposer and his/her operations.

The purpose here is to determine whether the Proposer is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially capable of performing this contract. If the financial statements do not supply that information then the Proposer must include other documents that will provide this proof. The district may have the financial data analyzed by its independent auditor. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this contract, the Board of School Directors has the right to reject the Proposal.

- b) Information identifying any pending lawsuits as well as any outstanding judgments and liens in which it is involved must be provided with the Proposal.
- c) A description of any bankruptcy filings by the Proposer, any related entities, or principal(s) of the Proposer, within the last seven (7) years. The District reserves the right to reject any Proposal submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be submitted with the Proposal.
- d) A statement as to whether the Proposer, any related entities, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be submitted with the Proposal.
- e) Loss run information, or similar detailed accident information, for those districts provided as references pursuant to Section 2.1.8. This information must be provided within 72 hours if requested by the District.

2.3 INTERPRETATION OF PROPOSAL DOCUMENTS

No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Every request for such interpretation should be made in writing, addressed to Mr. Keith

Falko, Director of Operations, Allentown School District, 31 South Penn St., Allentown, PA 18102, or sent via email to: falkok@allentownsd.org not later than 3:00 pm on March 19, 2019. However, proposers are strongly encouraged to submit questions in writing prior to the prebid meeting. Notice of any and all interpretations and any supplemental instructions will be provided to all proposers of record by the school district in the form of addenda to the specifications. All addenda so issued will be posted on the District's website, and will become a part of the Contract documents. Failure of any Proposer to receive any such addendum or interpretation will not relieve any Proposer from any obligations under his/her Proposal submitted. It will be the Proposer's responsibility to ensure that they receive any such addenda.

3. AWARD

3.1 The School District will endeavor to make an award within sixty (60) days after the date of the Proposal opening, and all proposals will remain firm during that time period. The District further reserves the right to make awards following this initial sixty (60) day period to any Proposer who has not provided written notice to the School District Business Office that its Proposal has been withdrawn.

The District will evaluate every written proposal submitted and reserves to itself the right to be the sole judge of which proposal(s) best meets the needs of the District. Prior to the award of the contract(s) and during the course of the contract(s), the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer to the District. As stated herein, the District encourages Proposers to submit any additional information or suggestions that they believe will enhance the provision of quality, responsive student transportation services on a cost-efficient basis.

3.2 Transportation Program

3.2.1 The Contract will be awarded for a period of five (5) years, 2019-2020 (7/1/19-6/30/20) school year through 2023-2024 (7/1/23-6/30/24) school year. A renewal of the contract will be available solely at the determination of the District. Prices for any renewal years will be based upon negotiations between the District and the Contractor. The District reserves the right to rebid the Contract if it determines, in its sole and absolute discretion, that it is in the best interest of the District to do so.

The program described herein covers various aspects of the transportation program operated by the District. A description of current District-operated services is included in Appendix "A" and will be provided to attendees at the pre-proposal meeting.

3.2.2 The Contract will be awarded based upon a review by the District of all elements of the Proposal submitted, including mandatory and voluntary categories of information, and requested alternates. Given the nature of the services, the District reserves the right to award certain ancillary services (Special Education runs; sports trips) to multiple contractors if special circumstances, unique service skills, or cost factors should exist.

At the present time (2018-2019), the District is utilizing the following route and spare vehicles:

Quantity	Description
75	71/72 passenger

6	39-48 passenger
39	22-29 passenger
15	Wheelchair – Various capacities with flexible floorplans
22	7-10 passenger

Section 8.7.2.1 contains information about the projected District needs for the 2019-2020 school year. The above chart shows current buses but they do not necessarily meet the ideal needs of the District.

3.2.3 Home-to-School and Summer Transportation

The District is requesting proposals based on the District provision of fuel pursuant to Specification 8.7.4. The School District is requesting prices from the Contractor for the provision of a variety of services. In all cases, the determination on the capacity and style of bus to utilize will be made by the District in consultation with the Contractor. Should the District and Contractor disagree on the bus to be utilized, the final decision rests solely with the District.

For home-to-school transportation, the pricing system used in this contract is based upon the length of day the specific vehicle is in use on behalf of the District. The daily usage will be determined based upon the scheduled run length as determined by the District where the bus is in direct service to the District, including a 10 minute pre trip time for AM and PM runs. Runs will begin and end at the Contractor’s facility if it is located within the City limits of Allentown, PA. If the facility is located outside of the City limits, all projections and times will be based on runs beginning and ending at “City Center” which is defined as the Corner of 7th and Hamilton Streets in Allentown. The current vehicle listing, with run times, that will be distributed at the pre-proposal meeting, is based on portal-to-portal time to and from the current Contractor’s Allentown-based facility. The run times shown do not include pre/post trip times or deadhead mileage or time.

The daily usage will be based upon “live” run times which are defined throughout this specification as from the time of departure from the Contractor’s Allentown-based facility, or “City Center”, to the return to the Contractor’s Allentown-based facility, or “City Center”. Should the Contractor operate any vehicles out of an alternative location there will be no changes made to the daily usage time to reflect any additional time that may be incurred by the Contractor. Driving time (“live time”) for out-of-District runs will be calculated in the same manner. Compensated times will be determined by the District based upon the use of a routing software system, GPS data, or trial runs.

For example, an AM run will begin and end at the Contractor’s Allentown-based facility, or “City Center”. Times between schools during an AM run package will be considered live time and will become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs. All run times will be determined by the District. The total time for the day will determine the pricing level for that bus (3 hours, 4 hours, 5 hours, or 6 hours based upon the rates submitted). Run times that exceed the number of hours shown will be rounded to the nearest half hour (ex. 4 hours and 10 minutes would be paid for four hours while 4 hours and 20 minutes would be rounded to 4.5 hours). Half hour rates would be calculated based upon the average between the hourly rates

above and below the half hour period (ex. 4.5 hours would be paid at the average of the 4 hour rate and the 5 hour rate). Times in excess of the 6 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Appendix "A" includes detail on the current *estimated* daily vehicle use for 2019-2020, by program. Additional information will be provided at the pre-proposal meeting.

Whenever necessary, compensated times will be determined by the District based upon trial runs, computer designed schedules, and/or GPS data. Once the runs are established at the beginning of the school year, unless there are material changes in route length (20 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to run times and payments will be determined by the District.

During the term of the contract, the District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal. The determination as to length of day for billing purposes will be made by the District based upon a computerized or actual route time evaluation, plus applicable pre-trip times.

For the determination of route times, the District reserves the right to add additional services (late runs, shuttles, trips) to the base time for any route bus that operates within the "contiguous" time frame of the base run. "Contiguous" for the purposes of this definition would be considered 40 minutes or less. For example, a shuttle that begins at 1:15 and ends at 2:05, and then transitions into a PM route that begins at 2:45 and ends at 4:00 would be considered one PM route with a run length of 2 hours and 45 minutes given that the contiguous time (up to 40 minutes) would be considered "live time" for payment purposes. The determination of "contiguous" time rests solely with the District.

Shuttle or mid-day would be based upon a one-hour guarantee. Runs will begin and end at the Contractor's Allentown-based facility, or "City Center". The Contractor will maintain sufficient documentation to support the time-based billing issued to the District. The District reserves the right to review payroll or vehicle operating data to support the time-based billing. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any run, the District will notify the Contractor of the time allocation and approved payment basis for the run.

Late runs are currently billed at the field trip rates, and actually are activity runs. The District currently utilizes two 72 passenger buses that operate 5 days per week. Each bus will do a run and then, if required, they will do a second run. If the two runs are for the High School, the runs will take 3 to 4 hours. If only one run is required, it typically take about 2 hours.

The District is also requesting a rate per hour for the Contractor to supply the necessary trained bus monitors as needed by the District. The monitors will be paid for the time that they actually work, as determined by the run times calculated by the District where the bus monitor services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour.

Unless a monitor leaves during the AM or PM run, the monitor would be paid for the same run length as the bus.

For billing purposes, any run times that are in excess of 6 hours per day will be billed at the excess hourly rate as shown in the Form of Proposal. This excess hourly rate is based upon route times, and will be billed in 15-minute intervals, rounded to the nearest quarter-hour. This excess time will be established by the Transportation Supervisor in similar fashion to the run lengths determined for the base length of day.

Given the dynamic nature of transportation, should route changes occur due to special circumstances, the billing for that day must be adjusted. Contractor's billing must reflect these changes, and all such changes must be approved by the District. The District currently utilizes a few half-day buses. If a bus is used for only an AM or PM run, it will be billed at 60% of the four hour daily rate for the appropriate sized vehicle.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor will discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor.

3.2.4 Field and Sports Trips

The District is requesting pricing for Field and Sports trips based upon a rate per hour, plus a rate per mile for "out-of-District" trips that exceed 50 round-trip miles. For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Proposal. Mileage and billable time will be based upon a round trip from the Contractor's Allentown-based facility, or "City Center", and will be paid for only those miles that exceed 50 round-trip miles.

Field trip pricing will be differentiated based upon the time of day. Prices are being requested for trips that occur during the school day, and for trips that occur before AM runs, or after the PM runs or on non-school days. The current activity bus runs at the end of the day are billed at the trip rate.

The District may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. Should a "drop and pick" be requested, the Contractor would be reimbursed for all necessary tolls both during the live runs and deadhead runs. Additionally, driving time will be based upon the scheduled time for departure in the District to return to the Contractor's Allentown-based facility, or "City Center". For the "pick-up" portion of the trip, the time will be from the transportation center to the pick-up point and back to the transportation

center. For “drop and pick” runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

It should be noted that although most of the field and sports trips are operated utilizing large buses, there will be times that small buses (1 to 7 passenger, or 24 passenger) may be needed. Additionally, several times each year the District may require the use of a wheelchair equipped vehicle. The District has the absolute right to request the use of vehicles based on capacity and team needs. The District reserves the right to utilize the services of District employees and buses, and/or other contractors, for Field and Sports Trips.

In the event that a field or sports trip is not cancelled by the District with at least one (1) hour of notice provided to the Contractor, and if the Contractor can demonstrate to the satisfaction of the District that he/she incurred labor costs due to the late cancellation, then the District will pay the Contractor a cancellation fee of \$35.00.

As a part of the Proposal, the District is requesting that the Proposer provide information and suggestions on the most efficient method of scheduling athletic trips. This information should be included in Section #8 of the Proposal Binder. The District currently submits detailed schedules to the Contractor, but the District is interested in streamlining this process through the use of software programs and/or procedural changes.

- 3.2.5 Once the District receives proposals, a Transportation Proposal Review Committee will review each element of the submission. In order to clarify certain elements of a Proposal, or in an effort to modify certain elements in order to better meet the District’s needs, the Review Committee may meet with one or more Proposers to discuss their Proposals. Any changes to the Proposals that are agreed to by the Proposer will be placed in writing and acknowledged by the Proposer, and will then serve as both a formal modification to the original Proposal and as the basis for any Contract(s) awards.
- 3.2.6 Given the varying capacities and service levels required by the District, the District may choose to award portions of the transportation contract to more than one vendor.
- 3.2.7 No cash discount may be offered or quoted by any Proposer.

4. CONTRACT

- 4.1 Each Proposal will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of School Directors, to furnish any or all of the items described will constitute a Contract between the successful Proposer and the School District. The Contract will bind the Successful Proposer to furnish the labor, material, equipment at the prices and in accordance with the conditions of his/her Proposal, or as modified pursuant to Section 3.2.3.
- 4.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of acceptance of Contract.

4.3 If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the duration of the Contract, or should the successful Proposer fail, or be delinquent (as determined by the Allentown School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Proposer will be notified in writing by the District. If within ten (10) days after written notification by the District the Proposer has not taken such measures, as will, in the sole and reasonable opinion of the Allentown School District, insure the satisfactory progress and performance of the service, then the School District will have the right to declare the successful Proposer in default and in addition to any other legal or equitable remedies available to it, the School District, upon declaring the successful Proposer in default may upon written notice to the successful Proposer, take the following action:

- a) Withhold any funds due the successful Proposer under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Proposer.
- b) Commence providing the services contracted for with the successful Proposer, either directly or through another contractor.

The Successful Proposer will be responsible and obligated for all costs, expenses and damages caused by said default and for all costs, expenses and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the Successful Proposer, as well as attorney's fees incurred in contracting with another party.

Nothing in this Section 4.3 will require the Allentown School District to wait ten (10) days before providing or procuring alternative transportation services as necessary to ensure that students are transported on any day that the Allentown School District or applicable non-public schools are in session (including field trips and extra-curricular activities), or from recovering such costs of alternative transportation services (including deducting such costs from any payments due Contractor) from Contractor or its surety.

4.4 It is mutually understood and agreed that the successful Proposer will not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the prior written consent of the School District. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in an LLC, which results in a change in the controlling interest of the Proposer will be an action that will be considered a contract assignment under this provision.

4.5 All of the Proposal Documents and Contract Documents will form a part of the Contract and the provisions thereof will be binding upon the parties hereto.

4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract will be deemed to be inserted herein and the Contract will be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract will forthwith be physically amended to make such insertion or any necessary correction.

- 4.7 It is understood that the Contract in no way excludes the District from using its own vehicles, drivers, and monitors, or services provided by other school districts or Intermediate Units, or in any way limits the District from using other contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval, after review by the Allentown School District and/or the Pennsylvania Department of Education, with respect to technical conformance to said requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said authorities with respect to said technical conformance is received by the District.
- 4.9 No action or failure to act on the part of the School District to enforce its rights or remedies under the Contract will constitute a waiver of any right or remedy to which the School District is entitled, nor will such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor will such action or failure to act constitute approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.
- 4.10 Termination for Cause. In the event the Contractor fails, at any time, to comply with, fully perform and strictly adhere to any covenant, condition or representation contained in this Contract or the Contract Documents, whether it be performed by the Contractor, its agents or employees, the School District will have the right to provide written notice to the Contractor of such breach. If such breach, in the School District's reasonable discretion, causes the Contractor to provide the transportation services in any unsafe manner or process, including but not limited to, bus driver recruitment and training, bus driver safety process and procedure, student passenger safety process and procedure, vehicle specifications, inspection and maintenance, routing, or Student passenger pick-up/drop-up points, the Contractor will be afforded forty-eight (48) hours to remedy any such breach from the time of receipt of such written notice. For any other such breach by Contractor, Contractor will have ten (10) business days to remedy such breach from the time of receipt of such written notice. Notwithstanding the foregoing, if such safety breach is impossible to remedy within forty-eight (48) hours, only because of weather conditions making roads impassable or other acts of God, the School District, at its option, may extend said remedy period in its sole discretion, in writing. If Contractor fails to cure any breach with the forty-eight (48) hour or ten (10) day periods, the School District may immediately terminate the Contract without the requirement of further notice to the Contractor. Further, failure to exercise the School District's rights within forty-eight (48) hours or ten (10) days does not preclude any subsequent right to exercise at a later date. If the Contract is terminated in accordance with any of the provisions contained herein, all rights of the Contractor under the Contract will cease.

Termination for Convenience. The School District may terminate performance of work under the Contract in whole or in part whenever, for any reason the School District will determine that the termination is in the best interest of the School District. In the event that the School District elects to terminate this Contract for its convenience, it will provide the Contractor written notice at least thirty (30) days prior to the termination date. The termination will be effective as of the date specified in the notice. The Contractor will continue to perform any part of the work that has not been terminated by the notice.

Work Stoppage. In the event that Contractor's drivers announce an intent to strike or engage in a work stoppage, or otherwise engage in such activities, the Contractor will immediately notify the School District regarding the same, and advise whether or not the Contractor is capable of providing the transportation services contemplated by this Contract during any strike or work stoppage. In the event the Contractor

advises it cannot provide the required services due to a strike or work stoppage, or the School District reasonably determines that the Contractor cannot provide the required services due to a strike or work stoppage, the School District, in its sole discretion will have the right, in addition to and not in limitation of all other rights and remedies of the School District under this Contract, at law or in equity, to:

- i. Immediately terminate this Contract 30 days from the initial work stoppage due to intermittent or continuing interruption of services due to strike activities, with at least twenty-four (24) hours advance notice to the Contractor; or
- ii. Not terminate this Contract, but make alternative arrangements to provide services, and the Contractor will be liable to the School District for all out-of-pocket costs associated with providing such alternative services, including, but not limited to, legal fees, personnel, fuel, vehicle and other costs incurred to provide such alternative services.

In addition, the Contractor will be liable for all of the out-of-pocket costs associated with the School District's "internal costs," including, without limitation, consultant or administrator time spent, to provide such alternative services that are incurred to deal with strike-related issues.

Non-Appropriation. The Allentown School District represents (1) that it has adequate funds to meet its obligations under this Contract during the 2019-20 fiscal year (7/1/2019 to 6/30/2020), (2) that it intends to maintain this Contract from the full period set forth herein and has no reason to believe that it will not have sufficient funds to enable it to make all payments due hereunder during such period, and (3) that it will use its best effort to obtain the appropriations and that the availability of funds is contingent upon varied sources. If the Allentown School District determines, in its discretion, that it lacks adequate funds to pay part or all of the payments for the services described in this Contract, the School District's obligation under this Contract will terminate as of the date that the funding expires without further obligation to the Contractor.

Payment/Reconciliation Upon Termination. If the Contract is terminated by the Allentown School District as provided herein, the Contractor will be paid for services actually and satisfactorily rendered by Contractor prior to the date of termination, less any damages, costs and expenses incurred by the Allentown School District as a result of Contractor's breach. Any pre-payments made to the Contractor by the District pursuant to the terms of these specifications will be adjusted and any monies that should be refunded to the District will be remitted within 15 days. The contract termination descriptions do not preclude any other rights or remedies afforded the Allentown School District under the Contract, at law or in equity.

5. GUARANTEES BY THE SUCCESSFUL PROPOSER

5.1 The successful Proposer warrants and guarantees:

- 5.1.1 That Proposer is financially solvent and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 5.1.2 That Proposer will procure and maintain solely at its own expense Workers Compensation, Pennsylvania Disability Insurance, and Pennsylvania Unemployment Insurance in amounts as required by law for all of its employees engaged in the performance of the proposed Contract. That

it will procure and maintain, solely at its own expense, such insurance coverages in the amounts and under the conditions set forth in Section 8.4 of the Specifications. Certificates of Insurance, where applicable, will be submitted to the District Office no later than 30 days prior to the initiation of each Contract year.

- 5.1.3 That it will comply with Federal and Commonwealth Fair Labor Standards Act minimum wage standards set by law as to all of its employees while they are engaged in work under any Contract between Contractor and School District.
- 5.1.4 That it will comply with the Pennsylvania Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises, and all other federal, state or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.1.5 The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, national origin, ancestry, age, disability, sexual orientation, or marital status. Such action will be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 5.1.6 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, sex, country of national origin, age, disability, sexual orientation, or marital status.
- 5.1.7 The Contractor will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Contract so that such provisions will be binding upon each subcontractor, provided that the foregoing provisions will not apply to contracts or subcontracts for standard commercial supplies.
- 5.1.8 That it will comply with all Commonwealth and Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that Proposer will comply with the Drug and Alcohol Testing Policy of the District. Contractor will require that each driver used by the Contractor meet the regulations and rules of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation in regard to age, fitness, competence, conduct, licensing, physical examination and continuing eligibility. The Contractor will submit to the District a list of certified drivers, and copies of their driver licenses, physical examination cards, MVR, drug test results, record of violations annual review, and certificates of school bus instruction prior to the start of each school year for all drivers, and prior to the start of service for any new drivers during the school year. Contractor must provide to the Allentown School District current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances, and renewals required by law, and an Act 68 Employment History Review to the District for each driver, monitor or other employee, who will be on the bus while

children are present and submit the same to the District for approval before working with any District student on board.

As required, PDE Form 6004 Arrest/Conviction Report and Certification Form must be completed to provide the District with arrest/conviction information within 72 hours after any event subsequent to the employee's hiring.

5.1.9 The successful Proposer will comply with any and all other applicable Federal, Commonwealth, and/or local laws, rules, and regulations, and the policies and procedures of the Allentown School District, as the same may be amended from time to time.

5.1.10 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, monitors and others engaged by Contractor for the performance of this contract will be considered employees of Contractor and not the Allentown School District, unless otherwise specifically designated by the District. In certain instances, the Board of School Directors may employ monitors directly, and the Contractor will facilitate their travel and work on the buses.

6. PAYMENTS

6.1 The acceptance by the Contractor of the Final Payment will be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.

6.2 Payments of any invoice will not preclude the School District from making claim for adjustment on any item found not to have been in accordance with the Contract Documents.

6.3 The District may withhold from the Contractor so much of the payment due her/him as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District will have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money will be deemed payments for the account of the Contractor.

6.4 Any Contract(s) awarded hereunder will be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year, as well as contingent upon the appropriation by the Board of funds sufficient to pay all of the payments required under the Contract.

6.5 Payments for services rendered under the provisions of a Contract awarded hereunder will be made upon receipt of a proper itemized invoice. District and Contractor will meet prior to initiation of contract to develop an invoice form and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. The invoice must be accompanied by a detailed electronic worksheet that lists monthly trip information by vehicle including but not limited to route number, vehicle size, hours per day, daily rate, total days in service, early dismissal rate, number of early dismissals, detail of each

dismissal, late runs, bus monitor daily rate and number of bus monitors, and other charges on a per bus basis. All information required to comply with Commonwealth subsidy requirements must be included.

The payment terms are net 45 days after acceptance of monthly billing details. Net terms for periods less than 45 days (i.e. net 30) may result in rejection of the proposal. Cash discounts for prompt payment including payment by credit card will be considered. Billing statements and invoices are to be submitted under the conditions as outlined by the Business Director, Finance and/or his (her) designee.

No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost. The District will reimburse the Contractor for the cost of tolls incurred as a part of any necessary routing for the program. No toll costs will be reimbursed for any tolls incurred as a part of any dead head mileage, except as otherwise noted herein. The cost of tolls should be submitted with the detailed monthly billing, and receipts must be attached. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, or similar operating issues that are deemed by the District to be under the control of the Contractor.

The Contractor(s) will maintain records during the term of the Contract(s) and for 4 years thereafter of the daily services provided to the District on a route by route basis, and will submit such records upon request by the District for audit in support of each of the monthly invoices.

7. SAVINGS CLAUSE

- 7.1 If the performance by either party hereto of its respective non-monetary obligations of this Contract is delayed or prevented in whole or in parts by acts of God, fire, floods, storms, explosions, accidents, epidemics, war, civil disorder, strikes or other labor difficulties (other than strikes or labor difficulties by Contractor's employees), or any law, rule regulation, order or other action adopted or taken by any federal, state or local government authority, or any other cause not reasonably within said party's control, whether or not specifically mentioned herein, such party will be excused, discharged and released of performance only to the extent such performance or obligation is so delayed or prevented by such occurrence without liability of any kind. The School District will have the right to take over the operation of the vehicles if Contractor is prevented from operating for the reasons described above, and may operate such vehicles with school employees or other persons, as the School District may deem appropriate until Contractor is able to resume its regular operations. The School District will pay to Contractor for the use of such vehicles, the compensation which would be due in accordance with the Contract had Contractor operated such vehicles, less all expenses and costs incurred in securing the services of operating personnel and other such costs of operation. Notwithstanding the foregoing, in the event of a strike, the Contractor will procure replacement personnel necessary to perform the transportation services. If the Contractor does not procure such replacement personnel, the School District may procure the same and deduct the associated costs and expenses from the amounts owed to the Contractor, or terminate this Contract. It is agreed that a change in market conditions does not constitute force majeure.

8. SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the transportation of students for the Allentown School District for the 2019-2020 school year and beyond. The 2018-19 transportation program of the School District is defined and described at Appendix "A" of these specifications, and additional detailed

information will be provided at the pre-proposal meeting. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposed. In that regard, all Proposers are invited to review, among other things, the routing schedules used in the 2018-19 school year which are on file with the District and available upon request. Additional information about the transportation program will be provided at the pre-proposal meeting.

It should be noted that the Transportation Program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the District envisions a Proposal based upon a price per vehicle for those vehicles necessary to meet the needs of the program as described herein.

8.2 SCHOOL DISTRICT REPRESENTATIVE

The Superintendent or his designee will represent the Board of School Directors in all matters pertaining to the performance of this Contract.

8.3 PROPOSAL BOND

Proposer will be required to furnish, at its own expense, a Proposal bond or certified check in the amount of 10% of the first year's calculated Proposal amount for the Contract. The proposal security will be forfeited as damages on account of such default, if the Contractor withdraws its Proposal after the due date for submission of Proposals and prior to April 1, 2019 or, upon Notice of Award of a Contract by the School District, Contractor fails to execute the form of Contract (if applicable under Section 8.15), and provide insurance and bonds acceptable to the School District within twenty-one (21) days of Notice of Award of a Contract to the Contractor.

8.4 INSURANCE

Compliance with Insurance Requirements:

8.4.1 Enclosed with the bid, the Bidder must include a certificate of insurance for claims arising out of or resulting from the Contractor's operations under the Contract or by anyone directly or indirectly employed by the Contractor or anyone for which the Contractor may be liable, signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this Bid will be met. The insurance carrier must be licensed to conduct business in Pennsylvania, and must be rated in the current edition of A.M. Best's *Insurance Guide* as a "A-IX" carrier or better. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Proposer needed to secure multiple layers of coverage to meet the required limits.

8.4.2 The following Minimum insurance must be maintained in force by Proposer at its own expense:

- (a) Automobile insurance. Symbol "1", covering all motor vehicles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles as indicated above.

An additional insured endorsement is required and must be provided with certificate of insurance. The District, at its sole and absolute discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Allentown School District and any of its respective public officials, agents, employees and volunteers as additional insureds on a primary, non-contributory basis. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to standard ISO CA 00 01 with no manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

- (b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or equivalent naming the Allentown School District and any of its public officials, agents and employees on a primary, non-contributory basis must be included. The decision to accept an alternative endorsement rests solely with the District. A waiver of subrogation in favor of the additional insured must apply. The Certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- (c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, and Employers Liability.
- (d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- (e) The Contractor will provide Statutory Workers' Compensation Insurance, including Employer's Liability with limits of at least: \$500,000 each accident; \$500,000 disease policy limit; and \$500,000 disease, each employee.
- (f) Disability Benefits coverage covering all employees in amounts as required by Pennsylvania law.
- (g) Unemployment Insurance coverage covering all employees consistent with the requirements of Pennsylvania laws.
- (h) Sexual misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming the District, and any of their public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
- (i) If contractor is providing web-based/cyber services or has access to owner's computer systems, websites, networks or other online content, Cyber Liability and Data Breach coverage shall be provided. Policy should include 3rd party privacy liability, network security

liability, media liability & data breach coverage, with minimum limits of \$2,000,000 per claim, through the term of this agreement and for at least one (1) year after. Allentown School District must be named as additional insured.

- 8.4.3 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the District. The Bidder shall fund, and is responsible for any applicable deductibles and self-insured retentions that apply to this agreement. The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.
- 8.4.4 The limits as outlined herein are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- 8.4.5 The Contractor will deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverages will be provided to the Allentown School District no later than 30 days prior to the start of each Contract school year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnifications and all other legal remedies available to the District. The Contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of any facilities.
- 8.4.6 The Contractor shall hold harmless, defend and indemnify the Allentown School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Allentown School District by third parties, employees of the Allentown School District, or employees of the Contractor.
- 8.4.7 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. Insurance coverage provided as required in this section shall be placed with insurers licensed in Pennsylvania, with an AM Best rating of "secure" or better.
- 8.4.8 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to, disfigurement, or a negative environmental impact to the buildings, equipment, driveways, or other property of the District. The Contractor will be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees. All repairs must be done to the District's satisfaction.
- 8.4.9 The Contractor acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the District's insurer.

8.5 BOOKS AND RECORDS

The Contractor will consent and agree to audits of any and all financial records relating to the proposed Contract by the Allentown School District. It is also understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract, including but not limited to payroll records for drivers and monitors, may be examined at a mutually agreeable time by duly authorized representatives of the District, and all records will be kept for a minimum of 3 years following expiration of the Contract. The Contractor will also allow School District representatives proper access to garage facilities and buses for purposes of review and inspection.

8.6 TERM

The term of the Contract will be for a five (5) year period, beginning 7/1/2019, and ending with the 2023-2024 school year (June 30, 2024). A renewal contract may be available at the sole discretion of the School District.

8.7 CONTRACTOR'S RESPONSIBILITIES

8.7.1 Personnel Matters

All transportation personnel will be the responsibility of the Contractor and will be the Contractor's employees. All supervisory personnel, drivers, mechanics, and bus monitors must meet or exceed all legal and regulatory requirements for holding their respective positions, and will in all respects be in compliance with all requirements of law, ordinance or regulation of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, Commonwealth Department of Education, Interstate Commerce Commission, Commonwealth Department of Transportation regulations, Commonwealth law, and Board of School Directors policy.

8.7.1.1 It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees to not employ any person, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor will the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All drivers and bus monitors must understand and speak English. No person who is serving a sentence in a penal or correctional institution will be employed or work under this Contract.

8.7.1.2 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 management. It is the express desire of the District that the rate of driver turnover be minimal.

The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract will rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, solely in its discretion, will have the right to remove, reject, or direct replacement of any supervisor, dispatcher, bus driver, bus monitor, or aide. The District reserves the right, in the exercise of

its sound discretion, to reject drivers, bus monitors, or bus aides or to direct that they be replaced, without being limited to considerations of health and driving records. The District also reserves the right to directly employ certain bus aides to provide specialized services or medical support to individual students. To the extent the District utilizes any of its rights of removal, rejection, or replacement, such removal, rejection, or replacement shall be completed by Contractor immediately, and shall not interfere with or otherwise delay the providing of transportation services described herein.

8.7.1.3 Terminal Staffing:

Terminal Manager: A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said Manager will be directly responsible for contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools or designee. Said Supervisor also will be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for Commonwealth of Pennsylvania purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. Appendix "A, Section 2" includes a chart demonstrating mandated timelines for certain reports and actions. This chart is not intended to be a complete chart of all timelines and reports.

Said Manager and his/her duly authorized designee, will arrange with the District to be available during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager is required to meet all Commonwealth regulations and training requirements.

The Terminal Manager is precluded from any bus driver duties or driving any bus. Sufficient management personnel will be maintained and available from at least 5:00 A.M. to 6:00 P.M. when school is in session.

Dispatcher: A "Dispatcher" function will exist within the terminal with said position staffed from 5:00 am to 6:00 pm, or until all students have been transported to their home/stop, on days when transportation services are being provided to the District. The person(s) serving in this capacity will be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) will not serve as an assigned or scheduled route driver during their scheduled dispatching times. At no time during normal route operating times will the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

Trip Coordinator: A "Trip Coordinator" function will be provided by the Contractor to work closely with the District on the scheduling and assignment of field and sports trips. This position requires that the individual possess computer skills, good communication skills, and knowledge of the Region. The responsibilities of this position may be assigned to an existing

administrative staff member in the terminal. Proposer is required to include in Section #2 of the Proposal binder an explanation of the assignment of these job functions.

Router: The Contractor will employ a full-time person at the terminal who has the direct responsibility for utilizing the computerized routing software and routing the vehicles, subject to the District's final approval. The Router will be fully trained on the software use, and will have the ability to effectively communicate with the District relative to proposed changes to enhance the quality of services while minimizing the transportation costs.

Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position must be dedicated to the District and must allocated sufficient time to reasonably perform training, road checks, safety reviews, and accident investigations. The Safety Supervisor must periodically be at each school location, must review bus stops for safety reviews, and must assist drivers and monitors with student management issues. The Safety Supervisor must submit written reports to the District, monthly, on all driver training programs, including new hires, drivers in training, and existing drivers.

Telephone coverage: It is imperative that the Contractor provide sufficient office staff to handle in-coming telephone calls from parents and District representatives. Detailed information must be provided in Section #8 of the Proposal binder relative to staff members and assignments responsible to perform this important function.

Other employees: The above detailed employees shall be provided by the Contractor on a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Proposer is requested to provide a detailed explanation of their proposed terminal staffing with their Proposal. The District will utilize this information as a part of the proposal evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

8.7.1.4 All office staff, drivers and monitors provided by the Contractor pursuant to the Contract will be properly dressed. These same employees will be expected to maintain a positive attitude about their work, and will endeavor to represent the Contractor and the District in a positive way.

The Contractor will be responsible for providing photo ID badges to all contracted drivers, and monitors, and will be responsible for developing and implementing a program to ensure that ID badges are worn at all times that services are being provided to the District.

8.7.1.5 The Contractor must comply with all Local, Commonwealth, Federal laws and regulations, and Regulations of the Department of Motor Vehicles regarding school bus driver, bus monitor employment and bus operation, as well as any applicable Board of School Directors policies and regulations.

8.7.1.6 Each driver and monitor performing services pursuant to the Contract will be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the Commonwealth of Pennsylvania. The Contractor will employ a qualified "Safety Supervisor" who will also personally travel each route with a first-year driver, and as necessary with other drivers as directed by the District, to survey not only the driver's performance but route hazards and equipment efficiency. Any Contractor hereunder must comply particularly with the Regulations of the Commonwealth of Pennsylvania as they apply to safety regulations for drivers and monitors.

Any driver or bus monitor training required by regulation or law is the responsibility of the Contractor with the cost of said training borne by the Contractor. The District reserves the right to provide specialized driver and/or bus monitor training with the cost of said training borne by the District, with associated wages for the employees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training.

8.7.1.7 The physical examinations of drivers and bus monitors will be at the driver's, monitor's or the Contractor's expense. All exams to be completed as required by regulations of the Department of Transportation. All drivers and monitors must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

This Contract includes provision for the Contractor to provide Bus Monitors as required by the District. Monitors require background checks, and drug and alcohol testing, consistent with the mandates placed on the drivers. Additionally, monitors require basic first aid training, including CPR.

Prior to the provision of services for a new driver, and at least annually for returning drivers, the Contractor will provide written verification to the District that the driver possesses the proper driver's license and applicable endorsements, and a Physician's Certificate will be included in the documentation. Drivers of vehicles with a capacity of 15 or more students are required to obtain a Commercial Driver's License ("CDL") with the appropriate endorsements for the transportation of students. The Contractor is responsible for verifying the proper licensing, and ensuring that any renewals are accomplished in a timely manner. No person may transport students on a vehicle of 15 or more students without a valid CDL license or passenger endorsement.

Although drivers of vehicles with capacities of one to nine students are not mandated to hold CDL licenses, they are required to comply with all background checks, physical exams, and drug and alcohol testing mandates. The Proposer will submit with their Proposal their program for hiring, training, and meeting the compliance requirements pursuant to this section.

All drivers and monitors must have both pre and post employment background credential checks, and this information must be provided to the District. The background credential checks must include a Federal criminal history record consistent with the requirements of HB 185, and in compliance with rules and/or regulations as promulgated by the Department of

Education. The Proposer must submit with their Proposal detail on the hiring practices for both drivers and monitors, including but not limited to specific procedures for licensing, background checks, physical examinations, and testing. Any changes to these procedures must be immediately submitted to the District during the course of the contract. A background check, criminal history, and child abuse clearance will be performed on each driver and monitor, a copy provided to the District, and updated to the District, at least every four years. The Contractor will provide to the District annually, before the start of each school year, a copy of each driver's PennDOT driving record (abstract) for drivers used under this Contract. Contractor shall not permit any driver or monitor to provide services to the District until the backgrounds checks described herein are completed and provided to the District.

The District reserves the right to have their doctor examine anyone providing service under this Contract with the cost of such examination at District expense.

All employees of the Contractor will be drug-tested prior to employment and randomly thereafter in compliance with all Federal and Commonwealth laws and regulations.

- 8.7.1.8 The Contractor will submit to the District no later than 14 days prior to the beginning of each Contract year a list of the names and addresses of all regular and substitute drivers, and all regular and substitute bus monitors, employed to provide the services required hereunder, and said list will be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date. Said updated notice will be provided to the District within 24 hours of employment or termination, and/or otherwise consistent with the policies and procedures of the Allentown School District.
- 8.7.1.9 The Contractor will at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.
- 8.7.1.10 The Contractor will be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students may be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this Commonwealth or the law. Contractor will also provide all employees mandated training, including but not limited to bloodborne pathogen exposure control training.
- 8.7.1.11 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the prior approval of the District. Additionally, prior to the opening of schools and throughout the year(s), all drivers will traverse their assigned routes until they become familiar with all stops and roads. Each driver must document that he or she performed a "dry run" of their run before the start of the school year, and this documentation must be made available to the District upon request. Stand-by and substitute drivers will also become familiar with the routes to ensure efficient operation of the system in the event that the assigned driver is not available to operate the route. In order to ensure consistent performance, any run not assigned to a permanent driver must have detailed driver directions provided to each and every substitute driver.
- 8.7.1.12 The Contractor, along with the respective driver, will be responsible for the safety and supervision of the children transported under the Contract. No kindergarten through 5th grade children are to be released without supervision. If there is no one to meet the child, or if the

child is not with a sibling, the child is to be kept on the bus and dispatch is to be notified IMMEDIATELY. All services will be provided consistent with the formal Board Policy.

- 8.7.1.13 No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor will any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs, nor will any employee transfer, sell or provide intoxicants, drugs or tobacco products to students or vehicle occupants. Additionally, no smoking or vaping is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverages or illegal intoxicants will be allowed at the bus terminal during normal school operating hours. The Allentown School District has a "drug free, no smoking/vaping zone" policy on school property and Contractor and its employees, agents, and assigns shall observe said policy..
- 8.7.1.14 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each contractor will have a "no-idling" policy in place, and enforced, that limits idling to 5 minutes or less unless weather conditions require an alternative procedure.
- 8.7.1.15 Under no circumstances will a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the District, nor will a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- 8.7.1.16 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they will be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, the terminal will operate the routing software as detailed in Section 8.9.
- 8.7.1.17 Some vehicles provided under this contract that are performing home-to-school or special education services (as needed based upon IEP requirements) will include a bus monitor provided by the Contractor. For purposes of this contract, the use of the term bus monitor, monitor, attendant, or aide are interchangeable. All monitors must be prepared to assist special education students to and from the threshold of the property, and they must assist the handicapped pupil in entering and leaving the vehicle. While this is not to be construed as requiring monitors to carry a pupil, it does mean assisting by lifting legs, carrying books, or otherwise assisting handicapped pupils to enter and leave buses. In addition, drivers must be prepared to provide a certain amount of reasonable assistance, as circumstances may deem necessary.

Monitors must also perform mandated functions of clearing the danger zones on the outside of buses, and assisting the drivers in the management of students and performance of standard discipline functions. The bus monitor is an important function relative to loading and unloading safety issues, while also enhancing the transportation functions by assisting students in need and supplementing the student management functions on the bus. The Contractor will provide the monitors with appropriate training to meet these important goals.

The Contractor will be responsible for communicating with monitors their responsibilities, and any monitor not willing to comply with these requirements will be removed and replaced.

Monitors will be assigned the specific responsibility to “log” each Special Needs student who rides each day in order to provide the District with the specific information required to comply with Medicaid funding procedures. This is an important financial function for the District, and monitors will be required to comply. There may be occasions where the District audits this function to ensure that it is being performed accurately.

There may be situations where the District assigns a Bus Monitor or Teacher Assistant to a Special Education vehicle or student. The Contractor will facilitate this process.

8.7.1.18 Communications with the residents of the District in a positive and constructive manner is an important element of the services being provided by the Contractor. To this end, the District requires that the Proposer submit information about its customer service program, including plans for customer service training for office staff members, telephone activity monitoring, effective communications training, complaint tracking, and similar proactive programs. The information on the Customer Service program should be included in Section #8 of the Proposal binder.

8.7.1.19 The Contractor’s terminal must be equipped with a dedicated phone line for the District’s Transportation/Operations Department’s use. The phone number must not be publicly disclosed, and the phone line must not be part of a “hunt” system that handles phone calls on a rotational basis. This dedicated line is for emergency use and contacts and must be answered by authorized terminal personnel.

8.7.2 Vehicles

8.7.2.1 It will be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the District. All vehicles must meet the standard and mandates of the Bureau of Traffic Safety, and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. The District reserves the right to inspect any vehicle used for the provision of services to the District, at any time, upon reasonable notice to Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to an in-District vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to the School District. A vehicle of a larger capacity may be used to fulfill the spare bus capacity of smaller vehicles (i.e. a 72+ passenger bus can fulfill the requirement for a 24 passenger bus). However, any billing to the District will be based on the bus capacity required by the District and not the bus capacity provided by the Contractor (for example, if a 72 passenger bus covers for a 24 passenger bus, the District shall be invoiced at the 24 passenger bus rate).

For the 2019-2020 school year, the District projects the need for the following route vehicles:

- 82 – 72 passenger buses
- 40 – 24 passenger buses
- 14 – 8 passenger buses with flexible floor plans (1 to 4 w/c) and wheelchair access
- 18 – 7-10 passenger vans
- Total of 154 vehicles projected
- 76 – Monitors projected
- 38 – Harnesses projected
- 4 – Car seats projected

a. Home-to-School:

The 2019-2020 program will meet the variable needs of the District to provide services for home-to-school hazardous transportation, Charter, non-public school, special needs transportation, McKinney-Vento services, extra-curricular, and such other services as may be required by the District.

Field and Sports Trips:

At least three of the Type I buses must have undercarriage storage to facilitate their use for sports trips. If these buses are assigned to a daily route, they must be available in time to meet the sports trip schedules.

Some Field and Sports Trip buses must travel out-of-State. The Contractor will be required to obtain and demonstrate the appropriate licensing and permits to provide these services.

The District will occasionally require a full-sized bus equipped with a lift and wheelchair access to provide field or sports trip services. The District reserves the right to request the use of a specific sized vehicle to meet the needs of various sports teams, such as a smaller vehicle for teams with a limited number of students.

- b. The Contractor, when submitting their Proposal in Section #5 of the Proposal binder, is encouraged to propose a fleet profile that will maximize the District’s ability to receive the maximum subsidy payment possible. Specific information about bus capacities and fleet ages must be provided.

The Allentown School District requires that the average age of the 48 to 72 passenger buses serving the District by the Contractor not exceed seven and one-half years (7 1/2) years, that vehicles provided by the Contractor with capacities of 10 to 47 passenger have an average age of six (6) years, and 9 passenger or less vehicles supplied by the Contractor have an average age of five (5) years. In no case will a route vehicle providing services to the District exceed 12 years of age for any buses or vehicles. Failure to maintain the stipulated age requirements during the contract life will be considered grounds for default as defined under this specification document. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2014 chassis year, at the beginning of this contract period (7/1/19) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing by September 15th of each school year stipulating that they meet this age criteria.

During the first six months of this contract (7/1/19 – 12/31/19), the above fleet profile requirements will be waived in order to provide the Contractor with sufficient time to acquire

and implement buses. Although the District certainly desires the fleet to be implemented as soon as possible, requirements for fleet age compliance, and specialized equipment (cameras; GPS; etc), would not be enforced in order to facilitate the acquisition of the required assets.

If a used bus is placed in service during the term of the contract, the District reserves the right to inspect and approve said vehicle. The District's approval will not be unreasonably withheld. Any used bus placed in service must maintain the fleet age profile as detailed herein, including any temporary buses provided by another Contractor location. Additionally, the District must be provided specific information on bus numbers, capacity, and age of any temporary vehicles providing services to the District. Any temporary vehicles must also include all mandated equipment including cameras, GPS, radios, etc.

The Contractor is required to submit a detailed vehicle list to the District by September 15th of each School Year, and changes that occur to the fleet inventory during the school year must be communicated, in writing, to the District on a monthly basis. This listing must include all current and replacement vehicle data, even vehicles that are out of service for 2 consecutive weeks or more. Any vehicle that is assigned to a route, or that has operated on a route but that is currently out of service, must display beginning and ending mileage. A final fleet list must be provided to the District by July 5th of each School Year in an excel format as determined by the District. During the first six months of this contract, the Contractor shall provide the District a monthly update on vehicle acquisitions and implementation into the operating fleet.

- c. Flashing stop arms, safety crossing control gates, and "Child Check Mate" (or equivalent system) on all vehicles.

All 7 to 24 passenger vehicles that are operated during the summer must be air conditioned. All wheelchair equipped vehicles must have a capacity of at least four (4) wheelchairs, and must be air conditioned. Any vehicle accommodating special needs children must include air conditioning if the mandate is included in the student's IEP.

The wheelchair vehicles must be designed with flexible floor plans (track seating) to allow a variable number of wheelchair stations with a configuration of 1 to 4 wheelchairs, if required.

- d. Two-way radios of **at least** 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point to the dispatching station, which will be maintained in operable condition at all times by the Contractor. No vehicles will be operated outside the District boundaries without an operating radio (that can be heard from the base station) and/or a cell phone. All vehicles that transport children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the School District. These cellular or digital telephones shall be operated consistent with Commonwealth laws.

The Contractor shall provide the District's Transportation Supervisor with a base station, and one portable radio, for monitoring the Contractor's frequency. Such base station and portable radio to be maintained in line with Contractor's communication system.

- e. All designated vehicles transporting special education students must have seat belts, child restraint seats, harnesses, or other suitable restraints to meet the needs of each such student. In vehicles with wheelchair lifts, the age, make and model of lift must be identified. Additionally, all wheel chairs must be forward facing and be restrained by a five-point

restraint system: four floor tie-downs and one over the shoulder restraint. The list of equipment on the buses will be considered in the Proposal evaluation process. The Contractor agrees to install or utilize any such equipment. If specialized equipment is provided by the Contractor, the District reserves the right to approve said equipment. For vehicles of 9 passengers or less, any booster seats needed will be provided by the Contractor.

Should specialized equipment be required which is not currently in use in the District, the Contractor agrees to assist the District in the evaluation of options and the provision of technical expertise. The intent of this requirement is to make the skills and technical knowledge of the Contractor available as a resource to the District.

- f. Route numbers will be prominently displayed on the buses, including on spare buses, consistent with Commonwealth regulations. Bus numbers must be displayed on the front, back, and both sides of the vehicle.
- g. Buses used to transport students will not display any advertisement, political, commercial or otherwise, either inside or outside of the vehicle without the express prior written consent of the School District, which consent may be withheld in the District's sole and absolute discretion. All buses must be maintained in a neat and clean condition, both inside and out, at all times that weather permits.
- h. Buses transporting students must be restricted to the transportation of students and/or authorized personnel only. However, with the prior knowledge and approval of the District, drivers may transport up to two (2) of their own children (or children where the driver is designated as the legal guardian). All such transportation must be consistent with Commonwealth regulations. The cost of any equipment (seat belts; car seats) required will be the responsibility of the Contractor. The District reserves the right to withdraw approval if the driver benefit interferes with the provision of safe and effective services to District students, or impacts the ability of the District to fully utilize the rated capacity of the bus. Such determination rests solely with the District.
- i. All vehicles are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading and/or a removable hard disk storage capacity of at least 60 GB.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor. If sound recording is to take place, proper advertisement and notification of same must be provided by the Contractor and the Contractor shall be responsible for same.

The use of this equipment shall be in conformance with Allentown School District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District's request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the District, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in these specifications, the District reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

A minimum of three (3) video cameras and sound recording equipment are required in each

24 passenger and larger bus. A minimum of two (2) video cameras and sound recording equipment are required on each bus with a capacity of 9 to 29 students. A minimum of one (1) camera and sound recording equipment is required on each 5-7 passenger vehicle.

- j. The Superintendent, or designee, reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- k. All vehicles are to be parked and stored at the Contractor's facility overnight. "Park-outs", or provisions to allow drivers to store the vehicles at their homes or other locations, are specifically prohibited with the exception of mid-day time periods.
- l. All buses will have "Allentown School District" prominently displayed consistent with Commonwealth regulations and guidelines. All buses/vans will be numbered in accordance with PA Code, title 67, Chapter 171.55 for buses and PA Code, Title 67, Chapter 171.124 for vans on all sides of the vehicle and be visible at all times. Substitute buses and vans being utilized will cover all numbered placards showing the original bus/van number with the bus/van number for the vehicle that is out of service. No bus having the designation of "Allentown School District" may be used for anything except service to the District.

8.7.2.1 Contractors are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Allentown School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. Specifically, the District reserves the right to inspect the Contractor's vehicles, at the Contractor's terminal, whenever it is solely determined by the District that a vehicle inspection is required. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Proposal. As per these specifications, the Contractor must provide recommended fleet profile information in Section #5 of the Proposal Binder.

8.7.2.2 The Contractor shall furnish daily interior cleaning of all vehicles. Exterior cleaning will be done at least twice a month, during the school year. Vehicle windows must be clear and clear for daily operations. The Contractor shall also perform daily pre-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/van be used to transport students. The Contractor will retain completed inspection sheets and submit copies of the files when requested by the District Administrators or the Transportation Department personnel. The use of an automated pre-trip inspection system, such as Zonar, is acceptable as long as data retention of the information for each bus is maintained by the Contractor and available to the District.

8.7.3 Facilities

8.7.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance, parking, and inspection facilities for vehicles in the operation of the Contract. The "Park Out" of buses is specifically prohibited unless the Contractor shall submit to the District a detailed program for driver observation and vehicle security that meets the approval of the District. "Park outs" may only occur during the day and may not occur during the overnight hours.

- 8.7.3.2 It is the responsibility of the Contractor to provide adequate vehicle storage, plugs for block heaters, pre-heater systems, or similar services/features to facilitate bus starting during cold weather conditions. The Proposer shall provide detailed information in Section #3 of the Proposal Binder relative to arrangements to ensure the ability to meet the demanding conditions of the winter season.
- 8.7.3.3 On the Form-of-Proposal the Proposer shall provide the exact location of the maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the Allentown School District. The District reserves the right to inspect the facilities to determine its adequacy. The District certainly prefers that the operating facility be located within the Allentown School District, and the specific location will be a consideration when determining the contract award under this RFP, including the Contractor's ability to meet the 30 minute reporting requirement as detailed in Section 8.7.9.
- 8.7.3.4 If the Proposer does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or lessor shall be provided, and the Allentown School District reserves the right to verify the facility representations made by the Proposer.

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the Allentown School District.

Failure to provide information on a facility is grounds for not awarding the Contract.

8.7.4 Fuel

- 8.7.4.1 The School District will provide the Contractor with the fuel necessary for the performance of the contracts as required by the District. The amount furnished will be limited to the amount actually used in the performance of the Contract with detailed usage information required from the Contractor.

The fuel type will be limited to diesel for large buses, and diesel or unleaded gasoline for the smaller vehicles.

The amount furnished will be limited to the actual mileage used in the direct performance of the Contract, based upon:

One (1) gallon of diesel for each six (6.0) route miles for buses of 29 passengers or greater, and

One (1) gallon of diesel for each twelve (12) route miles for all diesel vehicles of 8 to 28 passengers, and

One (1) gallon of unleaded gasoline of each sixteen (16) route miles for all unleaded gasoline vehicles.

Should this contract be renewed after the initial five-year term, the District reserves the right to modify the fuel allowance levels should fuel standards change by 10% or more

from those in place as of July 1, 2023.

The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel provided and to restrict the use of fuel provided to the fulfillment of these Contracts. The Allentown School District may require verification of the storage and use of fuel as herein provided. Fuel will be ordered from an Allentown School District approved vendor by the District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase Contracts.

The Contractor cannot purchase fuel, thereby delaying a District purchase/delivery, without the prior approval of the District. Should the Contractor engage in this practice, the Contractor will forfeit the District delivery.

Fuel will be ordered by the Allentown School District from a State approved vendor for delivery to the District approved Contractor's terminal facility that can receive the fuel amount without any charges to the District above the lowest State approved price. The fuel ordered will be compliant with State regulations for exemption from taxes. The Contractor is not authorized to order fuel for payment by the District without the prior written authorization of the District. Any fuel ordered by the Contractor without such prior written approval from the District will not be paid by the District.

The District will not provide diesel fuel to the Contractor(s) through arrangements with an area service station, a non-State Contractor fuel provider, nor will it provide for fueling of buses from a fuel delivery truck. If the fueling of vehicles from a fuel delivery truck is required due to the lack of an on-site fuel tank, the Contractor will be responsible for any and all incremental costs, and will bear all financial and environmental risks.

- 8.7.4.2 The direct performance of services shall include all live mileage performed for routes. Deadhead mileage is specifically excluded from all allowance calculations. The determination of route mileage shall be made by the Allentown School District consistent with the routing and vehicle use as defined in these specifications.

The Contractor and the District shall meet prior to October 15th, of each school year to determine the allowable live route mileage and the estimated annual fuel allowance. The live route mileage will be taken from the information contained within the Allentown School District routing software, the average live mileage portion of District's live route miles for a minimum of three (3) consecutive operating days between September 15th and October 15th taken from the Driver Vehicle Inspection Report (DVIR), and/or computerized live route time evaluation through web based maps. The decision as to what method or what combination of methods to determine the fuel allowance will be made by the Allentown School District.

Prior to the end of each school year an adjustment will be made for any fuel owed the Contractor or for any fuel provided in excess of the fuel allowance.

- 8.7.4.2.1 If fuel is owed to the Contractor, the amount of fuel owed can be credited to the allowance for the following year, or the Allentown School District can pay the Contractor the current value of the amount of fuel owed (at the appropriate bid prices), as determined by the District. June 1st of each year shall be agreed to be the date of adjustment for fuel pricing.

8.7.4.2.2 If the amount of fuel provided is in excess of the amount of fuel allocated, the Allentown School District will deduct from the monthly payment the value of the excess fuel provided at the time of delivery. June 1st of each year shall be agreed to be the date of adjustment for fuel pricing.

8.7.4.3 Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

8.7.4.4 The Allentown School District will provide a readjustment of the fuel allowance for any route where the live mileage changes permanently by five percent (5%) or more.

8.7.4.5 Should the capacity of the Contractor's fuel tank prevent the delivery of a full load, and due to this lesser capacity, the Allentown School District is charged a higher rate for a partial delivery, or a higher rate due to a price change to complete the delivery at a later date, then the incremental cost above the Allentown School District's regular cost of fuel shall be deducted from the Contractor's monthly payment.

8.7.4.6 In the event the Allentown School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the Allentown School District upon submission of approved receipts. Any Commonwealth and/or Federal taxes due shall be the responsibility of the Contractor. The Allentown School District will not be responsible for any "wet fueling" charges, or credit card costs, due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

8.7.4.7 The Allentown School District will not provide, nor act as a reseller of, fuel to the Contractor for fuel needed for deadhead miles or for any other use other than what is specifically provided in these Contracts.

8.7.5 Extra Work

The District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the Contractor for any increase or decrease in work or services as so ordered will be determined by the applicable prices, set forth in the Contract. The District will not be liable for any extra work or increased compensation unless authorized by the District's written order.

8.7.6 Inspection and Testing

All material, services, and workmanship will be subject to inspection, examination and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination and tests of services, supplies, materials, and equipment will be made by the District.

The District reserves the right to reject all material, supplies and workmanship that does not meet its standards. The District also reserves the right to conduct periodic maintenance inspections on the buses assigned to the District.

8.7.7 Tolls

The cost of tolls incurred by the Contractor for regularly scheduled routes or trips will be reimbursed by the District upon presentation of receipts. Tolls for any “deadhead” trips will not be reimbursed.

8.7.8 Advertising

Vehicles used in performance of this Contract to transport pupils of the District will not be used to display, either inside or outside of the vehicle, any advertisement (commercial, political, or other) without the prior written authorization of the Superintendent or his/her designee which consent may be withheld in the District’s sole and absolute discretion.

8.7.9 Transition Plan

In the event the existing Contractor is not the successful Proposer, the Allentown School District will require the successful Proposer to submit a Transition Plan to the Allentown School District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the Allentown School District and any lease for a terminal should be secured prior to any formal award by the Board of Education. Should a facility lease not be secured within this time frame, the District reserves the right to delay a contract award, or to award the contract to another Proposer who can meet the facility requirements. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Proposer does not have one within 30 minutes traveling time of the Allentown School District; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the District’s approval of the Transition Plan.

Should the existing contractor be the successful Proposer, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including a terminal facility for the term of the contract and any District-selected alternate(s). Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), shall be a material default and basis for termination.

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the Allentown School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Proposer.

8.7.10 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, or the patrons of the School District, can be brought to the attention of the public.

8.8 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of School Directors, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb (except special education students who may have

specialized loading requirements), or at designated locations identified by the District. At no time are pupils to be transported off the public highways, except in compliance with present District policy and/or practice.

8.9 ROUTE SCHEDULING

- 8.9.1 Route scheduling will be performed by the Contractor with all routes, and any changes, subject to the approval of the District.

The Contractor must be properly staffed to accept and respond to parental questions relative to transportation needs. Phone calls will be directed to both the District and the Contractor, and the Contractor must be capable of meeting the required accessibility.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the District. The routing information provided to the District by the Contractor shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion.

In order to evaluate the effectiveness of the routes, the District requires that the Contractor perform a ridership audit (count) every day for the first four weeks of the school year, and three additional weeks during the school year on a schedule determined by the District. The forms for the count, and the reporting of the data, shall be suggested by the Contractor and must be approved by the District.

The Contractor is required to own and operate an industry-standard routing software program (for example only – TransFinder or VersaTrans/Traversa). Said program must have the ability to integrate with the mandated GPS system and AVL software if that alternate is chosen. The Contractor must provide the District with unlimited access to the software, GPS and AVL features (if selected), and the use of a cloud or web based software platform is preferred. The District will be provided with a minimum of three licenses or permissions for District staff use. In Section #5 of the proposal, the Contractor shall provide detailed information on the routing software that is proposed. The District reserves the right to reject the proposed software if the features and capabilities do not meet the District’s needs. The features and software proposed will be key components of the District’s evaluation of the Proposal.

The current contractor is utilizing Edulog routing software. The District provides a daily upload from the Sapphire student management system utilized by the District. The Proposer should include detailed information in Section #5 relative to the projected timeline to implement a new routing software system, including information on the District assistance that will be required for both the initial operation of the system, and the on-going operation of the software.

Changes to the District’s routing data can only be made with the expressed written permission of the District. The Contractor shall facilitate training for up to three (3) District staff members in the use of the software and related features.

- 8.9.2 The Allentown School District reserves the right to notify the Contractor of changes, including cancellation, of the starting and dismissal time of a school or schools, and services required by such changes shall be without incremental charges except those consistent with the pricing schedule detailed herein.
- 8.9.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve

service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the District's Transportation Supervisor or his/her designee.

Given the unique requirements of special education and homeless student transportation, situations may arise which will require additional routes or services. The Contractor will initiate new service within 72 hours of receipt of the service requirement from the Allentown School District. During the summer, the Contractor must be appropriately staffed to allow new students to be registered for transportation up to 2 weeks prior to the start of school, with the potential for new students to be scheduled for transportation up to 3 days prior to the start of school.

No routes are to be doubled by the Contractor. All routes shall schedule the same driver in the morning and in the afternoon unless the Allentown School District approves a change. Drivers may not leave their designated daily routes to perform field or sports trips. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's and monitor's names and bus number. This information is to be updated whenever permanent driver, monitor and/or bus changes are made.

In order to maximize the effectiveness of the GPS system, the Contractor(s) shall continually provide the District with updated asset assignments to routes to allow the District to determine the specific vehicle providing services on each route.

- 8.9.4 Students shall be delivered to their respective schools before the start of school, and vehicles must be at their designated parking areas before the end of school. Arrival and departure times may be modified by the Allentown School District.

To determine the beginning of the length of the afternoon route, the schedule shall begin at the time the bus is scheduled to be at the first school building to pick-up students.

- 8.9.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the Allentown School District's Board of Education including the calendars of all other schools for which the Allentown School District is responsible for furnishing transportation. The Contractor will only be paid for days that actual services are required as solely determined by the District. The District makes no representations in these specifications relative to a minimum number of days for services.

When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools, including the non-public schools, unless the student's attendance at the non-public school, and such transportation, is required under the student's IEP. The list of mandated legal holidays is reflected in the Allentown School District's calendar. However, if school is in session, transportation must be provided on Election Day and President's Day (Washington's and Lincoln's Birthday celebration).

- 8.9.6 Transportation to special education locations will follow the official calendar of these locations.

It is the responsibility of the Contractor to secure the calendars, to be knowledgeable of the start/end school day times, and the drop-off/pick-up locations of the non-public schools as well as the special education and homeless student instructional locations.

8.9.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Allentown School District.

8.9.9 SCHEDULE VARIATIONS

8.9.9.1 Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route specifications. The Contractor will also provide:

- a. District-wide early dismissals when required.
- b. Early dismissals as per calendars provided by the District.
- c. Comparable transportation from all non-public schools covered by this Contract on days when Allentown School District has other than regular dismissals.
- d. Early dismissals of any and all schools for parent conferences, special events, weather or civil emergencies, etc. On various occasions through the year, the public schools may dismiss early (day before Thanksgiving; last day of school; etc.), or selected schools may dismiss early (high school exams). The Contractor will accommodate these early dismissals with price adjustments made consistent with Section 3.2.3.
- e. Summer transportation as detailed in Appendix "A" and as required by the individual student programs.
- f. The Contractor will delay, at no additional cost to the District, the morning routes by up to one hundred twenty (120) minutes on any day that the Superintendent of School institutes a delayed opening of school due to adverse conditions.

8.9.10 The Contractor will supply updated route data, provide mileage and any other additional information deemed necessary by the District.

8.10 TRIAL RUNS

On a day established by the District prior to the first day of service under the Contract, each regular driver will make at least one (1) trial AM and PM run to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils. Contractor must provide written verification of this trial run process to the District by the beginning of school of each contract year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times, and must be operated in vehicles similar to what will be utilized during the actual student runs. The cost of the trial runs will be borne by the Contractor and will not be billed to the District. Fuel for these trial runs will be provided by the District based on the reimbursement levels as detailed herein.

8.11 OPERATING MATTERS

8.11.1 District Operating Policies: Contractor will conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant, either directly or indirectly, to student transportation, as modified by current

practice, and such other future regulations as may reasonably be required by the District. See Appendix D.

- 8.11.2 Driver Training and Additional Training: All bus drivers and monitors must receive and participate in required safety instruction as outlined in Commonwealth of Pennsylvania laws and regulations. The cost of such instruction will be paid by the Contractor. Additionally, drivers and bus monitors assigned to vehicles with automated lift systems will receive training on the proper, safe use of the systems. Drivers and monitors will also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

The Contractor will administer a satisfactory safety program that will include, but not be limited to, regularly scheduled safety meetings for Contractor's personnel. At a minimum there must be two meetings per year, of two (2) hours each, with one held in the Fall and one held in the Spring of each School Year. The Contractor will coordinate with the School District the safety topics relevant to the drivers, and the District's Transportation Supervisor will be provided written notification of the meeting, and invited to attend.

The Contractor, in cooperation with the District, will plan and establish a driver back-to-school orientation meeting in August of each school year. Both the District and the Contractor will participate in this meeting, and all drivers, monitors, supervisors, and other Contractor employees, as appropriate, will attend.

The Contractor will provide orientation materials to each driver on an annual basis including but not limited to: student Code of Conduct (master copy to be provided by the District), driver responsibilities in relation to student discipline, School District policies (master copy to be provided by the District), procedures and guidelines, and instructions on camera procedures. Failure of the District to timely provide to the Contractor the material detailed in this paragraph will not relieve the Contractor of its obligations.

- 8.11.3 Emergency Bus Drill: The Contractor will be responsible for providing practice and instruction to the drivers and monitors with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Such drills will be held at such times and in such fashion as may be required by law. The Contractor will, when requested, provide a bus and driver for student emergency bus evacuation drills, as well as new student bus safety indoctrination held in late summer or early fall. Such services will be provided at no additional cost to the District. All training must meet or exceed the mandates included in the policies of the Allentown School District.

- 8.11.4 Emergency Closings: The Contractor will be required to consult with the Superintendent, or her/his designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor will be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.

- 8.11.5 Emergency Evacuations: The Contractor will assist the District with the emergency evacuations of any public facility, as requested by the District or authorized civil authorities. Payment to the Contractor for any costs incurred will be equal to the actual "out-of-pocket" costs of the

Contractor including wages and related mandatory benefit costs. The District reserves the right to require documentation of said costs.

8.11.6 Contractor's Monthly Reports: The Contractor will deliver to the District its written report of operations on a monthly basis. Said report will include matters such as:

- a) Actual performance related to scheduled performance;
- b) Student discipline matters;
- c) Accidents reports when no students were on board, including driver name, bus #, time, location, and brief description;
- d) Specific driver and monitor training programs;
- e) Driver discipline matters and related documentation including additional classroom training, suspension notices, and other processes that would demonstrate to the District that proactive measures were in place to deal with performance issues;
- f) Complaints including name, date, time of complaint, reason, and resolution;
- g) Breakdowns including route #, bus number, time, cause, and description of service interruption;
- h) List of regular drivers "off" their routes, the length of time of the expected absence, and reasons;
- i) And other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District will meet prior to the beginning of each school year to finalize the information to be contained on this report.

8.11.6.1 Accidents: In addition to monthly reports, in the event of any accident involving the operation of a school bus, the District's designated liaison must be notified immediately. A written report involving a vehicle transporting one or more students must be provided to the School District within 24 hours for the accident. A complete accident report, in a format designated by the District, must be submitted to the District within 72 hours of the accident. Should information not be available within this 72 hour reporting mandate to allow the submission of a complete accident report, the Contractor will provide specific notice to the District of the status of the review, the nature of the information that is yet to be gathered, and a timeline for submission of the mandated report. Contractor must also comply with all Federal, Commonwealth, and/or District regulations or policies relative to accident reporting, investigations, and reviews. The District reserves the right to actively participate in any accident review of a vehicle in which its students are being transported.

8.11.6.2 Student Discipline Matters: In addition to monthly reports, in the event of any student discipline matter involving District students, the Contractor will immediately notify the individual school building, and the District's liaison, in the manner as prescribed by District policy and procedure. The Contractor will follow the discipline operating procedures as defined by the District.

Drivers will report all cases of student misbehavior on vehicles to the Contractor supervisor on the same day of the incident and will complete a student referral form and submit it to the appropriate school within 24 hours. When an incident occurs, and when requested by the District, the Contractor will provide the digital camera output to the School District's Transportation Office within 24 hours. In accordance with District policy, the Contractor will not review the camera output before it is supplied to the District. The Contractor and drivers will handle all disciplinary matters and

camera output in strict accordance with the School District's policies and guidelines, and consistent with applicable Commonwealth Regulations.

Violation of good conduct, and improper behavior on the part of students, will be handled strictly according to the procedures in effect in the District during the term of the contract. It is of paramount importance that drivers and monitors maintain good order on the school buses. Drivers and/or monitors may be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification (approval) of any driver or monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or monitors will be borne by the Contractor.

- 8.11.6.3 Student Counts: The Contractor is required to provide monthly surveys, properly completed for each bus route. Surveys will include mileage and student load counts, and will be compiled on survey sheets that will be provided by the School District to the Contractor on or before the 1st day of each month. Original surveys are to be sent or delivered to the District no later than the 15th of each month, September through May of each school year. Two detailed surveys, identifying all stops and schools, will be done in September and March, with short surveys completed in all other months. In all cases the information will be in the format as determined by the District. The Contractor will provide whatever assistance is requested to assist the District in the compilation of this data.
- 8.11.7 Driver's Daily Reports: If required by the Superintendent or his/her designee, each bus driver will file a daily report on a form approved by the Superintendent describing road condition, pupil behavior, and mechanical condition of the bus, which forms are to remain open for inspection by the Superintendent or her/his agent during business hours.
- 8.11.8 Rights To Property: As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel or their authorized representative(s) on any property connected with the service provided to the School District for the purpose of inspection at any time. The Contractor will also make the garage facility available for inspection of equipment by school personnel.
- 8.11.9 Only those children, adults or other person(s) authorized by the District to be transported will be transported under the Contract. The Contractor will agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district or individual for such transportation, such approval may be unreasonably withheld by the District in its sole discretion.. The District reserves the right to assign students from other school districts to buses/routes. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor.

The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other school districts.

8.11.10 The Contractor will have in place a designated “hot-line” telephone number that can be utilized by District personnel only for emergency contact with the terminal. This dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public.

8.12 BASE PROGRAM PROPOSAL

The Base Program Proposal for the proposed contracted services will be for the 2019-2020 school year consisting of services and routes as described in Appendix "A" and as provided at the pre-proposal meeting.

8.13 CHANGES IN BASE PROGRAM

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract will be amended to reflect the change by using the Proposal amount quoted per vehicle per day (by vehicle type) on the "Form of Proposal". Such modifications will reflect the appropriate renewal increases.

The District must be notified within 10 days of any changes in vehicle times that will result in a change in Contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the District requires any person, organization, group or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON WILL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

8.14.2 COMPLIANCE WITH THE AMERICAN WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the District requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including proposals) to comply fully.

8.14.3 NON-DISCRIMINATION CLAUSE AS DEFINED IN PA CODE 49.1:

During the term of this contract, Contractor agrees as follows:

1. Contractor shall not discriminate against any employee, applicant for employment, independent contractor, or any other person because of race, color, religious creed, ancestry, national origin, age, or sex. Contractor shall take affirmative action to ensure that applicants are employed, and that employees

or agents are treated during employment, without regard to their race, color, religious creed, ancestry, national origin, age, or sex. Such affirmative action shall include, but is not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training. Contractor shall post in conspicuous places, available to employees, agents, applicants for employment and other persons, a notice to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

2. Contractor shall in advertisements or requests for employment placed by it or on its behalf state all qualified applicants will receive consideration for employment without regard to race, color, religious creed, ancestry, national origin, age, or sex.

3. Contractor shall send each labor union or workers' representative with which it has a collective bargaining agreement or other contract or understanding, a notice advising said labor union or workers' representative of its commitment to this nondiscrimination clause. Similar notice shall be sent to every other source of recruitment regularly utilized by Contractor.

4. It shall be no defense to a finding of a noncompliance with Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause that Contractor had delegated some of its employment practices to any union, training program, or other source of recruitment which prevents it from meeting its obligations. However, if the evidence indicates that the Contractor was not on notice of the third-party discrimination or made a good faith effort to correct it, such factor shall be considered in mitigation in determining appropriate sanctions.

5. Where the practices of a union or any training program or other source of recruitment will result in the exclusion of minority group persons, so that Contractor will be unable to meet its obligations under the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission or this nondiscrimination clause, Contractor shall then employ and fill vacancies through other nondiscriminatory employment procedures.

6. Contractor shall comply with the Contract Compliance Regulations of the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49 and with all laws prohibiting discrimination in hiring or employment opportunities. In the event of Contractor's noncompliance with the non-discrimination clause of this contract or with any such laws, this contract may, after hearing and adjudication, be terminated or suspended, in whole or in part, and Contractor may be declared temporarily ineligible for further Commonwealth contracts, and such other sanctions may be imposed and remedies invoked as provided by the Contract Compliance Regulations.

7. Contractor shall furnish all necessary employment documents and records to, and permit access to its books, records and accounts by, the contracting agency and the Human Relations Commission, for purposes of investigation to ascertain compliance with the provisions of the Contract Compliance Regulations, pursuant to § 49.35 (relating to information concerning compliance by contractors). If Contractor does not possess documents or records reflecting the necessary information requested, it shall furnish such information on reporting forms supplied by the contracting agency or the Commission.

8. Contractor shall actively recruit minority subcontractors or subcontractors with substantial minority representation among their employees.

9. Contractor shall include the provisions of this nondiscrimination clause in every subcontract, so that such provisions will be binding upon each Subcontractor.

10. The terms used in this nondiscrimination clause shall have the same meaning as in the Contract Compliance Regulations issued by the Pennsylvania Human Relations Commission, 16 Pa. Code Chapter 49.

11. Contractor obligations under this clause are limited to the Contractor's facilities within Pennsylvania, or, where the contract is for purchase of goods manufactured outside of Pennsylvania, the facilities at which such goods are actually produced.

8.15 CONTRACT

The successful Proposer will be required to execute an Operating Contract on the appropriate form furnished by the District which will contain such other further additional provisions as are contained in the Contract document. The Contract will be subject to the approval of the Superintendent of Schools and the Board of School Directors. This Contract will contain a default provision for all Obligations of Contractor contained in the Proposals, Certifications, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after she/he has received notice of the acceptance of her/his Proposal, will forfeit to the owner, as liquidated damages for such failure of refusal, the security with her/his bond.

8.16 DISPUTES

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between provision of a Contract Document and provisions of a Commonwealth or Federal law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or her/his designate before he/she submits his/her bid. If the Proposer fails to do so, her/his Proposal will be interpreted by the Superintendent or her/his designate as submitted.

The resulting contract will be governed under the laws of the Commonwealth of Pennsylvania and the Common Pleas Courts of Lehigh County. The contractor will at all times comply with and observe all federal and Commonwealth laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. Contract disputes should be addressed to the Allentown School District, Director of Operations. Any dispute arising as to quality and quantity will be subject to laws of the Commonwealth of Pennsylvania.

8.17 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The Allentown School District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the Allentown School District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. These damages accrue in addition to the Allentown School District's expectation that it will not pay for any services that have not been provided. It is not the District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any liquidated damages, the District will attempt to meet or discuss with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that has led to the potential assessment of liquidated damages.

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the Proposer, through their voluntary submission of their Proposal, hereby stipulates that the following sums shall be deemed damages and enforceable for breach of this Contract:

- 8.17.1 If at any time the Contractor does not provide the required number of buses, drivers or bus monitors necessary under the Contract, the Board of School Directors may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$50.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with

the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor “doubles up” the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the damages stated in this Section.

- 8.17.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the District will deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$50.00.
- 8.17.3 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- 8.17.4 If at any time the Contractor uses a driver or monitor in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the Commonwealth of Pennsylvania, the Contractor is liable for deductions of \$150.00 per day from the monthly billing for service for each driver or monitor so employed, plus the per diem cost for the vehicle for that day.
- 8.17.5 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Allentown School District will have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and Contractor is responsible for incremental financial liability to District.
- 8.17.6 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active radios, or comparable communication devices (cellular or digital phones). \$100 per day per bus liquidated damages will be assessed for any vehicle which does not comply with this requirement.
- 8.17.7 The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active digital cameras, and operating GPS systems. \$100 per day per bus liquidated damages will be assessed for any vehicle which does not comply with this requirement.
- 8.17.8 Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of this contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.
- 8.17.9 Drivers are not allowed to modify their routes without prior approval of the District, including but not limited to the use of any unauthorized stop locations. Violation of this provision will result in non-payment for the services provided by the offending driver(s) for the period of the violation.
- 8.17.10 This contract requires timely, effective communications from the Contractor in the form of various reports as detailed herein. Failure of the Contractor to provide the mandated reports in the format as prescribed by the District will result in liquidated damages of \$25 for each business day that the report is late, incomplete or inaccurate.

- 8.17.11 The District requires that all vehicles, including spare vehicles, have the proper route number sign prominently displayed. Any vehicle that provides services without the proper signage is subject to daily liquidated damages of \$50.00.
- 8.17.12 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s) will result in non-payment by the District for the trip, \$50 per missed trip liquidated damages deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, etc.). Similar damages would be assessed if the driver was not prepared for the trip with sufficient directions, and if the trip did not reach its destination due to the lack of proper preparation. However, the District realizes that situations may occur, due to rescheduled events or other unplanned circumstances, where the Contractor has an insufficient number of vehicles or drivers to perform the requested extra-curricular services. In this event, the Contractor must make every effort to secure the necessary vehicles or drivers, and must notify the District at the earliest possible date/time of the potential shortage. No liquidated damages would be charged in this situation. It must be understood that this clause only refers to vehicles. The Contractor is expected and required to have a sufficient staff to meet the District's needs.
- 8.17.13 A reliable transportation system is important to meet the education requirements of the students and the District. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM or PM, the District reserves the right to deduct \$50 from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up (weather; traffic), the penalty will not be assessed.
- 8.17.14 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.17, the Contractor shall be liable for liquidated damages of \$300 per day per failure from the monthly payment for each such occurrence.
- 8.17.15 The School District will have the right to terminate the Contract at the end of any school year where the Contractor has failed to meet its obligations under the Contract, as evidenced by non-performance liquidated damages pursuant to this Contract, which equal or exceed \$5,000.00 in any Contract year. It is understood and agreed by the Contractor that the assessment of non-performance damages will be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year.

The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, at law and in equity. As stated, it is not the District's desire to utilize the non-performance liquidated damages provisions unless it is deemed necessary. To this end, the District will accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation period, each instance of non-performance will be documented by the School District within one business day of its occurrence and sent to the Contractor to provide it with an opportunity to respond with an explanation, and affirmation or denial of the allegation. The Contractor will have five business days from the issuance of a documented non-performance issue to contest it in writing. Each Contractor response will be reviewed by the District and evaluated based on the facts of the case. Absent a response or the District's rejection of

Contractor's explanation, the liquidated damages associated with the service failure will be added to the overall total. It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this Section, or by exercising the provisions of this Section in a particular way, will not be deemed to have waived any of the District's other rights or remedies under the Contract, at law or in equity, or the Contract requirements.

8.18 ALTERNATES

The District has determined certain options that it would like to consider in reviewing the proposals submitted by the Contractor. These options or alternates to the Proposal will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District. It is important to note that if the Contractor fails to submit a response to one or more of the Alternates requested, the District may reject the Contractor's proposal.

8.18.1 PERFORMANCE BOND

The Contractor will furnish the annual cost of providing a performance bond equal to 100% of the Contract awarded to guarantee the faithful performance of such Contract. Such performance bond will be maintained in full force and effect until the Contract has been fully performed. The Performance Bond shall be issued on such form as is acceptable to the Allentown School District in its sole and absolute discretion. The Performance Bond shall be issued by a qualified surety naming the Allentown School District as an Obligee, to ensure faithful performance of all provisions of the Contract. All sureties providing bonds must be listed in the Department of Treasury's Circular 570, entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and as Acceptable Reinsuring Companies" with the bond amounts less than or equal to the underwriting limitation indicated in the Circular. If, at any time, after acceptance of the Contractor's bond, the surety fails to meet the criteria stated in this section, the Contractor must, as a precondition to receiving further payments, replace the bond with a bond from a surety that meets the stated criteria. The surety company furnishing such performance bond will be authorized to do business in the Commonwealth of Pennsylvania, must be satisfactory to the attorney for the School District, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The performance bond will be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond will be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole and absolute discretion of the District. If Contractor's surety makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the District is insolvent, the Contractor must, as a precondition to receiving further payments, replace the bond with a bond from a surety satisfactory to the District. **Proof of bondability must be submitted with the Proposal.**

The District will determine whether or not to require a Performance Bond based upon a number of factors, including but not limited to Contract scope, a financial review of the Contractor, Contractor experience in student transportation and in the Region, and the advice of outside advisors. The amount of the Performance Bond, if required, shall be the full amount of the Contract for the applicable school year.

8.18.2 STOP ARM CAMERAS

The District is requesting the annual cost per vehicle, if any, of installing and operating a camera on the stop arm of all buses. This camera would integrate with the on-board camera system, and would be designed to identify vehicles that are improperly passing the stopped school bus. The Proposer should include in Section #5 of their Proposal Binder specific information about the stop arm camera system being proposed, including operating details.

8.18.3 AUTOMATIC VEHICLE LOCATOR SYSTEM

The District would like the annual cost per vehicle, if any, of vehicles being equipped with Automatic Vehicle Locator (AVL) software utilizing the GPS and integrated with the routing software system. The AVL must be web-based and provide real-time vehicle tracking, direct access to student and driver information from the routing software, and flexible reporting capabilities. The system must have the capability to provide each school building with the ability to see what buses are on the property, and to be able to see the estimated time of arrival on all buses inbound to the school. The Contractor shall include in their Proposal package, in Section #5 (Fleet), details on the AVL software that would be utilized.

8.19 HAZARDOUS SUBSTANCES

Throughout the term of this Contract, Contractor shall not permit itself or any third party to use, generate, handle, store or dispose of any Hazardous Substances in, on, under, upon or affecting any Allentown School District property or other persons property in violation of any federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall abide by all federal, state and local laws, rules and regulations regarding the protection of the environment. The Contractor shall report any violations to the applicable governmental agency and the Allentown School District. A violation of applicable laws, rule or regulations may result in termination of this Contract. As used herein, the term "Hazardous Substances" shall mean (i) any hazardous or regulated substance as defined by all federal, state and local environmental laws, including, but not limited to, Federal Water Pollution Control Act (33 U.S.C. §§ 1251 et seq.) ("Clean Water Act"), the Resource Conservation & Recovery Act (42 U.S.C. §§ 6901 et seq.) ("RCRA"), Safe Drinking Water Act (42 U.S.C. §§ 300f-j-26), Toxic Substances Control Act (15 U.S.C. §§ 2601 et seq.), Clean Air Act (42 U.S.C. §§ 7401 et seq.), the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. §§ 9601 et seq.) ("CERCLA"), the Emergency Planning and Community Right to Know Act, 42 U.S.C. §§ 11001 et seq. ("EPCRA"), the administrative rules and regulations promulgated under such statutes, or any other similar federal, state or local law or administrative rule or regulation of similar effect, each as amended and as in effect and as adopted as of the date of execution of this Contract, (ii) any other pollutant, contaminant, hazardous substance, solid waste, hazardous material, radioactive substance, toxic substance, noxious substance, hazardous waste, particulate matter, airborne or otherwise, chemical waste, medical waste, crude oil or any fraction thereof, radioactive waste, petroleum or petroleum-derived substance or waste, asbestos, PCBs, radon gas, all forms of natural gas, or any hazardous or toxic constituent of any of the foregoing, whether such substance is in liquid, solid or gaseous form, or (iii) any such substance the release, discharge or spill of which requires activity to achieve compliance with applicable law.

8.20 STATUTE OF LIMITATIONS

As between District and Contractor, or anyone claiming under, by or through Contractor, any applicable statute of limitations shall commence to run and any alleged cause of action shall be deemed to have accrued as provided by the laws of the Commonwealth of Pennsylvania. The District reserves all rights and privileges applicable to it pursuant to the doctrine of *nullum tempus occurrit regi*.

APPENDIX "A"
PROGRAM DESCRIPTION and REPORTING MANDATES

Section 1: School destinations:

Information on in-District and out-of-district destinations, including addresses and bell times, will be provided at the prebid meeting.

Section 2: Route data:

Detailed route information will be provided at the pre-Proposal meeting on the flash drives that will be distributed to attendees.

Program information:

Allentown School District school year days transported presently (the District makes no representations, warranties or guarantees that future years will follow these schedules):

Elementary: 172

Middle: 174

High School: 176

Charter and non-pub varies by school

ESY Program days – 16 (3 vans; 7 w/c; 27 mini-buses)

Summer Program days – 20 (3 large buses). Approx 3 hours per day. Monitors required.

Charter ESY Program days”

Arts Academy – 16 days – 1 van

Seven Generations – 16 days – 1 van

Executive Education – Project 1-2 vans for Summer 2019

Mid-day runs – 12 buses for LCTI (11 large & 1 mini-bus and 2 monitors)

After School – 1 bus for Roosevelt

Late Buses – 2 large buses (1 for Dieruff; 1 for Wm Allen doing 2-3 trips). These are activity runs.

Depending on needs, buses may perform one run and then repeat. If it is two runs for the High School, a bus could be 3-4 hours while one run is typically about 2 hours. District is currently charged at the field trip rate.

Section 3: Reporting Mandates

Data to be submitted to the District:

INFORMATION DESCRIPTION	DATES
Insurance Certificates	June 15 th for summer contracts August 1 st for school year contracts
Vehicle information including serial #, chassis year, model year, make/model, capacity, mileage	Prior to beginning of each school year and as documents expire
Final fleet list including detailed vehicle descriptions and mileage	July 1 st for preceding school year
Driver/Monitor information as required by law	August 31 st
New Driver/Monitor information	Before being placed on any route
Driver monthly mileage surveys	25 th of each month
September mileage “long” route surveys	Third week of September
List of drivers’ and monitors’ names arranged by route number. List will include route #, vehicle	First list: On or before the 1 st day of school. List to be updated and submitted to District with any

fleet number, cell phone number (if applicable), driver's or monitor's name, home phone number, and parking lot location of assigned bus(es).	changes in assignments by 1 st day of each month.
List of routes that are not covered by the regular driver or monitor for more than one week	The 1 st of each month
Documentation of Contractor's compliance with drug and alcohol testing requirements	As requested by the District
Other information as may be required by the District	As requested by the District
This list represents a summary of key reporting requirements, and is being provided as a convenience to the Contractor. Additional reporting mandates are detailed in the specifications. It is the Contractor's responsibility to comply with the requirements of the specifications, and any Commonwealth laws, regulations or statutes, and exclusion of any item from this listing does not eliminate any requirements.	

APPENDIX C
SAMPLE ONLY

<p>ALLENTOWN SCHOOL DISTRICT TRANSPORTATION REPORT</p>

MONTHLY ACTIVITY REPORT
MONTH: _____, 201__

<u># FULL OPERATING DAYS - YEAR-TO-DATE:</u>	_____ days
<u># FULL OPERATING DAYS REMAINING IN YEAR:</u>	_____ days

<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO-DATE</u>
Regular Runs	_____	_____
Private/Parochial	_____	_____
Special Runs	_____	_____
Late Runs	_____	_____
Other:	_____	_____
TOTALS:	_____	_____

<u>FIELD TRIP RUNS MILEAGE</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO-DATE</u>
Trip: _____	_____	_____
Trip: _____	_____	_____
Trip: _____	_____	_____
Other:	_____	_____
TOTALS:	_____	_____

<u>FIELD TRIP RUNS HOURS</u>	<u>CURRENT MONTH</u>	<u>YEAR-TO-DATE</u>
Trip: _____	\$ _____	\$ _____
Trip: _____	\$ _____	\$ _____
Trip: _____	\$ _____	\$ _____
Other:	\$ _____	\$ _____
TOTALS:	\$ _____	\$ _____

SAFETY AND TRAINING ACTIVITY:

ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)

Date Prepared: ____ / ____ / ____

Prepared by: _____

Title: _____

APPENDIX “D”

BOARD POLICIES

The District’s Board Policies are available at <https://www.boarddocs.com/pa/alen/Board.nsf/Public>.

THIS FORM MUST BE SIGNED AND NOTARIZED ===== SUBMIT WITH PROPOSAL =====

INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO HOLD HARMLESS AND INDEMNIFY ALLENTOWN SCHOOL DISTRICT, ALLENTOWN SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE ALLENTOWN SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, FINES, PENALTIES, DEBTS, LIENS, COSTS, EXPENSES, DAMAGES, ATTORNEYS FEES, EXPERT WITNESS FEES, COURT COSTS, JUDGMENT, CLAIM, OR DEMAND, HEREAFTER COLLECTIVELY "CLAIMS", WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE ARISING OUT OF THE NEGLIGENCE OR WILLFUL MISCONDUCT OF ALLENTOWN SCHOOL DISTRICT, ALLENTOWN SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, ITS OFFICERS, AGENTS, SERVANTS, OR EMPLOYEES;

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENCE, ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

THE ASSUMPTION OF INDEMNITY, DEFENSE, LIABILITY AND LOSS HEREUNDER WILL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK WILL DEFEND (WITH LEGAL COUNSEL ACCEPTABLE TO THE ALLENTOWN SCHOOL DISTRICT) ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE ALLENTOWN SCHOOL DISTRICT, ALLENTOWN SCHOOL DISTRICT BOARD OF SCHOOL DIRECTORS, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE ALLENTOWN SCHOOL DISTRICT ON ANY CLAIMS, AND WILL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE ALLENTOWN SCHOOL DISTRICT, ALLENTOWN SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE ALLENTOWN SCHOOL DISTRICT ARISING OUT OF ANY CLAIMS.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT WILL APPLY TO ANY CLAIMS, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY CLAIMS, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR AND CONTRACTOR'S PERFORMANCE OF THE CONTRACT. NOTHING IN THIS AGREEMENT IS INTENDED TO WAIVE OR EXTINGUISH THE IMMUNITY PROTECTIONS OF THE ALLENTOWN SCHOOL DISTRICT, ITS AGENTS OR EMPLOYEES AS SET FORTH IN THE PENNSYLVANIA'S POLITICAL SUBDIVISION TORTS CLAIMS ACT.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2019.

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.3 of the Allentown School District transportation RFP, dated March 28, 2019, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided. YES NO
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- c. Information on any bankruptcy filings has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- d. Information on any denials of Performance Bonds has been submitted. YES NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

STUDENT TRANSPORTATION PROPOSAL
FORM OF PROPOSAL
March 28, 2019

PURCHASING OFFICE
ALLENTOWN SCHOOL DISTRICT
31 SOUTH PENN ST.
ALLENTOWN, PA 18102

CONTRACT PRICES

HAVING CAREFULLY EXAMINED THE PROPOSAL DOCUMENTS, THE CONTRACT DOCUMENTS, THE ROUTES, SCHEDULES, BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE PROPOSAL DOCUMENTS AND CONTRACT DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____
ADDENDA NO: _____	DATED: _____

MY PROPOSAL WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE PROPOSAL DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE ALLENTOWN SCHOOL DISTRICT, AS SPECIFIED:

1. Pricing – Each Proposer will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their price proposal. The flash drive will be distributed at the pre-proposal meeting on March 12, 2019. The Proposer must return to the District the Excel file completed on the original flash drive, plus a printed copy with Proposer’s signature at the end of each year’s tab. (A sample of the pricing pages is included at the end of these specifications.)

2. If the Proposer is a corporation, is it incorporated in Pennsylvania?

Yes No

If No, it must be authorized to do business in Pennsylvania.

3. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposal Documents including the Instructions to Proposers, General Conditions, Proposal Certifications, and Specifications. The person executing this Proposal on behalf of the Proposer represents and warrants that he/she has the authority to submit this Proposal and to bind his/her principal to the terms hereof.

Proposer's Initials

4. The Proposer has provided transportation services to the following Pennsylvania school districts within the last three (3) years:

Name	Address	Contact Person	Telephone
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.7.2.2, vehicle list of Contractor must be included on Appendix B.
6. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal and which will become the basis for the award of the Contract by the District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that the District has the sole and absolute discretion to determine the best Proposal to meet the needs of the District.

Very truly yours,

Signature: _____

Authorized Name: _____

Title: _____

Company: _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: March 28, 2019

I. GENERAL PROPOSAL CERTIFICATION

The Proposer certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this proposal.

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this proposal, the Proposer certifies that:

a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

- 1) The prices in this proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
- 2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
- 3) No attempt has been made or will be made by the Proposer to induce and other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.

b) A proposal will not be considered for award nor will any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer will so state and will furnish with the proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the proposal will not be considered for award nor will any award be made unless the Allentown School District determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any proposal will be deemed to have been authorized by the board of directors of the Proposer, and such authorization will be deemed to include the signing and submission of the proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

Sworn to and Subscribed Before Me
On This _____ Day of _____, 2019.

Notary Public

FORM OF PROPOSAL BOND

PROPOSAL BOND

KNOW ALL MEN BY THESE PRESENTS that we, _____ (hereinafter called the "Principal"), and _____, a corporation authorized to transact business in Pennsylvania, and having its principal office at _____ (hereinafter called the "Surety"), as Surety, are held and firmly bound unto the ALLENTOWN SCHOOL DISTRICT (hereinafter called the "Obligee"), as Obligee, in the sum of _____ Dollars (\$ _____) lawful money of the United States of America, for payment of which we bind ourselves, and each of our respective heirs, legal representatives, successors and assigns, jointly and severally, by these presents on this ____ day of _____, 20__.

WHEREAS, said Principal is herewith submitting to the Obligee a proposal to perform pupil transportation services and maintenance services for the Obligee, and to purchase the Obligee's transportation fleet, spare parts inventory and related communications equipment, pursuant to Obligee's Specifications and Proposal Forms for Student Transportation RFP ("RFP") and other contract documents incorporated into said RFP by reference; and it is a condition of the Obligee's receipt and consideration of said proposal that such shall be accompanied by proposal security to be held by the Obligee on terms embodied herein.

THEREFORE, the condition of this obligation is that if said Principal shall, in the event of acceptance of his proposal by Obligee and within the period specified therefore in the proposal requirements, enter into the Contract, in accordance with the RFP and proposal as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contracts, in the form specified by the Owner, and furnish required certificates of insurance, in all respects as required by the proposal requirements, then this obligation shall be void and of no effect, but otherwise it shall remain in full force. In the event of the failure to enter into such contracts, give such bonds, and furnish such certificates within the time specified, the Principal and Surety will pay to the Obligee the difference between the amount of the Principal's accepted proposal and any higher amount for which the Obligee may contract for the required services as well as any advertising, professional, consulting, legal and other costs incurred by the Obligee by reason of the default; provided, however, that the obligations of the Surety hereunder shall not exceed the amount of this proposal security together with interest.

IN WITNESS WHEREOF, the Principal and Surety, intending to be legally bound, have executed this Bond the day and year aforementioned.

(Individual Principal)

_____(SEAL)

(Signature of Individual)

Witness:

Trading and doing business as:

(Partnership Principal)

(Name of Partnership)

Witness:

By: _____(SEAL)

(Corporation Principal)

By: _____(SEAL)

(Name of Corporation)

Attest: _____
(Asst.) Secretary

By: _____
(Vice) President

(CORPORATE SEAL)

(Limited Liability Company Principal)
WITNESS:

(Name of Limited Liability Company)

By: _____(SEAL)
(Managing) Member

By: _____(SEAL)
Member

By: _____(SEAL)
Member

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title)

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

Proposer's Initials

SAMPLE PRICING PAGE
Home-to-School and Summer

ALLENTOWN SCHOOL DISTRICT

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of March 28, 2019

Proposer Name:

HOME-TO-SCHOOL & SUMMER					
Rate per Day per Vehicle					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
72 Passenger Bus					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
24 Passenger Bus					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
8 Passenger Bus with 1-4 W/C flexible floor plan and A/C and Lift					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
7-10 Passenger Van					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
Bus Monitor					
Rate Per Hour					
PERFORMANCE BOND					
Annual charge for the provision of a Performance Bond consistent with Alternate 8.18.1.					
Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual fixed charge					
% of Annual Contract					
STOP ARM CAMERAS					

Annual charge per vehicle for installing and operating stop arm camera consistent with Aternate 8.18.2					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual charge per vehicle					

AUTOMATIC VEHICLE LOCATOR SYSTEM

Annual charge per vehicle for AVL system consistent with Aternate 8.18.3					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual charge per vehicle					

Submitted by:

Company:

Name:

Title:

Signature:

Date:

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SAMPLE PRICING PAGE
Trips

ALLENTOWN SCHOOL DISTRICT

Proposal to provide student transportation services pursuant to the specifications with a proposal submission date of March 28, 2019

Proposer Name: 0

FIELD & SPORTS - IN-DISTRICT - DURING SCHOOL DAY (9:00-1:30)

COST PER HOUR - 1 HR MINIMUM

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
--	-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

72 Passenger Bus					
24 Passenger					
8 Passenger W/C					
7-10 Passenger					
Bus Monitor					

WAITING TIME:

72 Passenger Bus					
24 Passenger					
8 Passenger W/C					
7-10 Passenger					
Bus Monitor					

FIELD & SPORTS - OUT-OF-DISTRICT - DURING SCHOOL DAY (9:00-1:30)

COST PER HOUR - 2 HR MINIMUM

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
--	-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

72 Passenger Bus					
24 Passenger					
8 Passenger W/C					
7-10 Passenger					
Bus Monitor					

WAITING TIME:

72 Passenger Bus					
24 Passenger					
8 Passenger W/C					
7-10 Passenger					
Bus Monitor					

COST PER MILE OVER 50 MILES

72 Passenger Bus					
24 Passenger					
8 Passenger W/C					
7-10 Passenger					

FIELD & SPORTS - IN-DISTRICT - AFTER PM (3:00 pm) OR NON-SCHOOL DAYS

COST PER HOUR - 1 HR MINIMUM

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
--	-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

72 Passenger Bus
24 Passenger
8 Passenger W/C
7-10 Passenger
Bus Monitor

WAITING TIME:

72 Passenger Bus
24 Passenger
8 Passenger W/C
7-10 Passenger
Bus Monitor

**FIELD & SPORTS - OUT-OF-DISTRICT - AFTER PM (3:00 pm) OR NON-SCHOOL DAYS
COST PER HOUR - 2 HR MINIMUM**

2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
-----------	-----------	-----------	-----------	-----------

DRIVING TIME:

72 Passenger Bus
24 Passenger
8 Passenger W/C
7-10 Passenger
Bus Monitor

WAITING TIME:

72 Passenger Bus
24 Passenger
8 Passenger W/C
7-10 Passenger
Bus Monitor

COST PER MILE OVER 50 MILES

72 Passenger Bus
24 Passenger
8 Passenger W/C
7-10 Passenger

Submitted by:

Company:

Name:

Title:

Signature:

Date:

ALLENTOWN SCHOOL DISTRICT

31 South Penn St.
Allentown, PA 18102

CONTRACT: Student Transportation Services RFP

PROPOSAL DATE: March 28, 2019

NON-PROPOSER'S RESPONSE

The Allentown School District is interested in the reasons why prospective Proposers fail to submit Proposals. If you are **NOT** submitting a Proposal, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: _____

- Insufficient time allowed for preparation and submission of Bid.
- Other reasons: _____

You may remove our name from the bid/Bid list for:

- All bids/Bids
- This particular service
- Remainder of this year
- Other: _____

Officer of Company (Signature)

Date

Title

Company Name