

ALIQUIPPA SCHOOL DISTRICT



Request for Proposal Student Transportation Services

PROPOSAL INFORMATION

A. PROPOSAL DESTINATION

Peter M. Carbone, Ed.D.
Superintendent of Schools
Re: Student Transportation Services
Aliquippa School District
100 Harding Avenue
Aliquippa, PA 15001

B. PROPOSAL KEY DATES AND INSTRUCTIONS

Proposal shall be delivered by mail to the above address any time prior to, but not later than, 4:00 pm on April 13, 2018. Three (3) hard, signed copies are to be submitted by mail or hand delivered to the above address.

C. QUESTIONS ABOUT THIS RFP

All questions concerning this RFP should be directed to Peter Carbone via email at pcarbone@quipsd.org.

D. PROPOSAL INFORMATION

The Aliquippa School District (District) is seeking responses to this RFP for Student Transportation Services from July 1, 2018 through June 30, 2023. The objective of this RFP is to accomplish a fair, open, and competitive procurement. The District reserves the right to cancel this RFP, or accept or reject any and all proposals submitted in response to this request in accordance with applicable law. The intent of this RFP is to lead to negotiation of a final contract. All proposals submitted must be held open and remain valid for a minimum period of ninety (90) days from the date of opening.

All Appendices must be completed, signed, and returned with the proposal for the proposal to be considered. All requested information must be provided or the proposer will not be considered.

The Contractor agrees, if awarded a contract, to furnish and deliver the specified services, at such time, and in such places, as herein stated, and that all of the services provided shall be subject to inspection and approval of the District's Board of Directors. In the event that any of the services shall be rejected as unsuitable, or not in conformity with these specifications, the District, through any option available, shall obtain such services in proper conformity. All costs involved in such situations will be at the expense of the Contractor.

MINIMUM CONTRACTUAL SPECIFICATIONS

A. PRIMARY TRANSPORTATION

The Contractor shall provide Primary Transportation services for the students residing in the District. "Primary Transportation" includes the regular in and out transportation, and the

return of such students to their drop-off points in the afternoon, via regular schedules and along regular routes established for each school year covered by this Agreement. The essence of this student transportation Agreement is that the students be transported to and from school regularly, promptly, safely, and without interruption or incident.

B. EXTRACURRICULAR TRANSPORTATION

The Contractor shall provide extra-curricular Transportation services as needed. Extra-curricular Transportation services include field trips, athletics events, and any other services as requested by the District. Extra-curricular Transportation services shall be provided by the appropriate vehicles for the specific need. Unless specified by the District, extra-curricular Transportation services shall be provided by the least expensive means.

C. VEHICLES

The Contractor shall furnish vehicles, which conform to the standards for school transportation vehicles approved by the Department of Transportation, and shall pay the operation expenses thereof. Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania State Police during the month of July or August. All vehicles shall conform to the provisions of the law of the Commonwealth of Pennsylvania, and shall be in good mechanical and sanitary condition.

The District shall have the right to adjust the number of vehicles required at any time during the term of the Agreement. Such adjustments shall be in the form of a written change order from the District to the Contractor. In the event that the District adjusts the number of vehicles required at any time during the term of the Agreement, and in such event, the consideration to be paid by the District shall be pro-rated accordingly.

The District shall have the right to alter vehicle size and miles covered at any time during the term of the Agreement, based on changes in student enrollment and as agreed by the District and the Contractor. In the event that the District adjusts the vehicle size and/or miles covered at any time during the term of the Agreement, and in such event, the consideration to be paid by the District shall be pro-rated accordingly.

The vehicle shall not be loaded beyond the seating capacity as set forth in minimum standards and as indicated on the "Approved School Bus Sticker."

D. VEHICLE MAINTENANCE

All vehicles used by the Contractor shall be maintained in sound mechanical condition and at all times during the term of this agreement shall conform to the standards promulgated by the Bureau of Traffic Safety, Pennsylvania Department of Transportation, or other similar governmental agency, and shall bear evidence of approval by such Bureau and proof of satisfactory inspection by Pennsylvania State Police. The Contractor shall keep all vehicles in a clean and sanitary condition both interior and exterior. The District may inspect any vehicle at any reasonable time or board any vehicle at any normal stop for an inspection.

Under no circumstance may an unsafe bus be used to transport students. The Contractor will keep on file the completed inspection sheets and submit copies of the sheets on demand to officials of the District when requested. The Contractor shall immediately remove any vehicles from service which in the reasonable determination of the District is unsafe, unsanitary, or fails to meet the requirements of applicable statutes and regulations governing the operation or maintenance for school buses.

The Contractor shall institute a preventive maintenance program covering all vehicles and shall retain records of preventive maintenance service as well as regular service on all vehicles for the District's inspection.

E. VEHICLE EQUIPMENT

1. Communication System – All buses shall be equipped with a two-way radio system or equivalent which will allow the driver to be in direct communication with the dispatchers assigned to the District.
2. Video Surveillance – If so desired by the District, the Contractor will provide video and audio recording equipment on all buses servicing the District. The system must provide full coverage of the interior of the vehicle. The Contractor agrees to furnish and install said cameras. When requested from the District, the Contractor shall provide the applicable storage device to the District for review within twenty-four (24) hours. Video and audio should be kept by the Contractor at a minimum of thirty (30) days. The Contractor will be responsible for providing a single user license for software and any related computer peripheral devices needed to review and to export video.
3. Global Positioning Systems (GPS) – If so desired by the District, all buses covered under the Agreement will be equipped with GPS. The GPS will track and report vehicle data including, but not limited to, vehicle location and vehicle speed throughout a daily run. The District reserves the right to request and the Contractor shall provide any and all information from these systems within twenty-four (24) hours of the request. The Contractor shall bear any costs for tracking software.

F. ROUTES

Bus routes shall be developed by the Contractor and be reviewed by the District. The bus routes shall be provided by the Contractor to the District to review no later than August 1st of each year. The Contractor shall evaluate all requests for changes in bus stops/routes and make recommendations for any changes in routes to the District. The District will provide the Contractor all student enrollment and withdrawal information.

G. DRIVERS

All operators of vehicles used by the Contractor shall 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 shall at all times furnish the District with an adequate number of standby drivers, who are certified to operate the bus. The standby driver shall be used when the regular driver is not ready to start the run within fifteen minutes of the regular departure time. These standby drivers must meet all driver requirements and have submitted appropriate clearances to the District.

The District reserves the right of meeting with the Contractor to discuss the removal of any driver who, in the judgment of the District, is not rendering satisfactory service. Any requests for the removal of a driver by the District shall be final and binding on the Contractor and shall be immediately implemented.

By the first Friday in August of each year, the Contractor shall supply the District with a list of names, addresses and telephone numbers of the drivers it is planning to use. The first week of each month thereafter, any additional names, addresses, and telephone numbers of new drivers to be employed and present drivers to be discharged shall be supplied to the District.

The Contractor must also acquire copies of all drivers' Act 24, Act 34, Act 83, Act 114, and Act 151 background checks and clearances, along with mandatory drug and alcohol testing, prior to doing any work for the District. This will be at the expense of the contractor and/or individual employee and not the District. Copies of Act 24, Act 34, Act 83, Act 114, and Act 151 background check and clearances, along with a list of drivers and a photocopy of their driver's licenses and completed physical examination forms shall be provided to the District by the first Friday in August of each year. If a new driver is hired in the middle of a school year, copies of the above must be provided to the District, along with an updated listing of drivers, prior to that individual doing any work for the District.

The District may request any of the required documentation as noted above from the Contractor at any time. The Contractor will need to furnish the requested documentation to the District within 24 hours of the request.

H. INDEPENDENT CONTRACTOR

The District and Contractor understand and agree that the Contractor, while engaging in carrying out and complying with any of the terms and conditions of the Agreement, is an Independent Contractor and is not an Officer, Agent, or Employee of the District.

I. SAFETY TRAINING AND DISCIPLINE

The proposal must specify in detail the Contractor's safety programs. These programs should include, but not be limited to, safety programs for drivers and other employees, safety programs for students, and safety materials for the District. The Contractor must have in place a drug-screening program for all drivers. This program must include, but not be limited to, a pre-employment screening.

The Contractor must provide, as a minimum, an overview of safety/training programs on an annual basis prior to the start of the school year. In addition, the Contractor must provide an ongoing and comprehensive safety-training program to its employees. These programs may

include such items as bus operation, emergency procedures, conflict resolution, wellness programs, CPR, first aid, seizure training, universal precautions, mandatory reporting, and other training to help the employees meet student needs.

It shall be the responsibility of the Contractor to maintain discipline in each vehicle in accordance with such regulations as have been or may be adopted by the District. The Contractor must report all acts of vandalism or discipline incidents to the building administration within 24 hours of occurrence. Discipline slips must be given to the building administration. The building administration will be responsible for student discipline, including while students are being transported. The Contractor will not be permitted to initiate punishment or ban any student from riding privileges with the exception of assigned seating. The building administration will be available to work with the Contractor and their drivers in matters involving discipline of students.

J. LIABILITY AND INSURANCE

The Contractor agrees to and shall, prior to the date of the Agreement, secure from a good and responsible company doing business in the Commonwealth of Pennsylvania, and maintain during the entire term of the Agreement:

1. Public liability insurance in the minimum amount of \$1,000,000 per person/\$1,000,000 per accident for loss from an accident resulting in bodily injury or death of persons;
2. Property damage insurance in the minimum amount of \$1,000,000 for loss from an accident resulting in damage or destruction to property;
3. Umbrella liability coverage in the minimum amount of \$1,000,000.

The Contractor shall deliver certificates of insurance to the District prior to each school term annually and at such times as change in contractor and/or policy renewal occur. Each certificate of insurance shall contain a clause that the policy may not be cancelled or materially changed by the company during its terms in absence of ninety (90) days prior written notice to the District.

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

K. REPORTING REQUIREMENTS

1. Accident/Incident Information: The Contractor will immediately notify the District of any accident involving a vehicle covered under this Agreement whether occurring during the District's transportation or not. For purposes of this section, the term "incident" shall include any event involving law enforcement officer, emergency medical personnel, or emergency road repair or towing personnel. The Contractor will investigate all accidents/incidents involving school vehicles covered by the Agreement immediately. A report of the same will be provided to the District within twenty-four (24) hours.

Upon request of the District, the Contractor will provide an accident/incident report, with complete documentation, relating to any Contractor vehicle within twenty-four (24) hours.

2. Emergency Drills: The Contractor agrees to conduct bus evacuation drills as mandated.
3. Weather Advisory: The District shall determine if any delays, cancellations, early dismissals shall be in effect and shall communicate the same to the Contractor. However, the Contractor should be available to advise the District as to road conditions, especially during periods of inclement weather, and cooperate with requests of the District when issues regarding school cancellation or delays are needed due to inclement weather. Under no circumstances may the Contractor determine delays, cancellations, or early dismissals.

It is understood and agreed by both parties that the Contractor will prepare the vehicles for service during periods of cold weather. School bus engines will be started earlier and left running so that alternate vehicles can be used in the case of failed starts. In subzero weather during opening, the Contractor will do short test runs to ensure the vehicles are able to complete the routes.

The Superintendent, or his/her designee, shall have the sole discretion of altering, delaying, or canceling the student transportation service during inclement weather or other circumstances. The Contractor agrees to abide by the decision of the Superintendent or his designee, and operate on the assigned schedules which will not result in any overage charges.

L. CONTRACTING WITH OTHERS

The District reserves the right to use multiple transportation service providers, and, at its discretion, can assign any routes to any provider as it sees fit. The District also reserves the right to use another provider if the Contractor of this Agreement cannot provide the student transportation being requested, i.e., a school bus for athletic events.

M. TERMINATION

If the Contractor fails to perform satisfactorily, fails to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the Agreement, the District may cancel the Agreement without prior notice and procure service elsewhere. The District may in its sole discretion offset subsequent payments.

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

N. FINANCIAL MATTERS

There shall be no additional or special charges for delays or early dismissals, unless additional runs are required. If school is closed, the District shall not be charged for that day.

The Contractor should list proposed costs for student activities, field trips, and athletic event buses.

If additional vehicles are needed by the District, the Contractor will supply the vehicles at the same rate as contracted vehicles already provided by the Contractor.

Fees for services under this Agreement shall be based upon actual services rendered. All services will be billed by daily run or other unit of activity as specified in the pricing proposal forms in the Appendices. The District will not be billed for inactive or reserve vehicles.

Payment for these contracted student transportation services will be made by the District on a monthly basis based on invoices submitted by the Contractor to the District at the negotiated rates in the final Agreement. Payments will be made net of any deductions needed. Payment shall be dependent upon full compliance by the Contractor with the terms of the Agreement, including timely providing all records and reports required by the District. Invoices should be submitted to the Business Office no later than the 3rd business day of the following month for payment and will be remitted by the District following the regularly scheduled monthly Board of Directors meeting.

O. MISCELLANEOUS MATTERS

No other person other than a student of the District shall be transported in a school vehicle under this Agreement except the following: a teacher, an accompanying aide, or other school official designated by the District, a Contractor's trainer, safety personnel, or trainee. All other persons must have prior approval of the District before riding District designated vehicles.

P. AWARD

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

Base Cost**Appendix A**

Primary Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Extra-curricular Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Name of Contractor

Authorized Signature

Date

Base Cost and Video Surveillance**Appendix B**

Primary Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Extra-curricular Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Name of Contractor

Authorized Signature

Date

Base Cost and GPS**Appendix C**

Primary Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Extra-curricular Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Name of Contractor

Authorized Signature

Date

Base Cost, Video Surveillance and GPS**Appendix D**

Primary Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Extra-curricular Transportation Services

Daily Cost/Bus	2018-2019	2019-2020	2020-2021	2021-2022	2022-2023
72 Passenger					
48 Passenger					
Mini Buses					
Vans					

Name of Contractor

Authorized Signature

Date

CERTIFICATION OF PROPOSAL

I (We) have read The Aliquippa School District (District) Request for Proposal (“RFP”) and fully understand its intent. I (We) certify that I (we) have adequate personnel and resources to fulfill the proposal requirements.

I (We) further understand that our ability to meet the criteria and provide the required services shall be judged solely by the District. I (We) further certify that, since the receipt of this RFP, no contact, discussion, or negotiation has been made nor will be made regarding this proposal, with any District employee or Board Member other than the listed contact people in the RFP. I (We) understand that any such contact could disqualify this proposal.

I (We) certify that all attachments and addenda contained herein shall be considered part of the entire RFP and that the complete documents submitted shall be considered a legally binding document.

Submitted by:

Proposer’s Name

Authorized Signature

Title

Telephone

Date

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

NON-COLLUSION AFFIDAVIT

State of _____:

County of _____:

I state that I am _____ of _____
(Title) (Name of Firm)

and that I am authorized to make this affidavit on behalf of my firm, and its owners, shareholders, principals, directors, and officers. I am the person responsible in my firm for the price(s) and the amount of this RFP response.

I hereby certify that:

(1) The price(s) and amount(s) of this RFP response have been arrived at independently and without consultation, communication or agreement with any other Vendor.

(2) Neither the price(s) nor the amount(s) of this RFP response, and neither the approximate price(s) nor approximate amount(s) of this RFP response, have been disclosed to any other firm or person who is a Vendor or potential Vendor, and the price(s) and/or amount(s) will not be disclosed before RFP response opening.

(3) No attempt has been made or will be made to induce any other firm or person to refrain from RFP responding on this contract, or to refrain from submitting a RFP response higher than this RFP response, or to submit any intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(4) The RFP response of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any other firm or persons to submit an intentionally high or noncompetitive RFP response or other form of complementary or bogus RFP response.

(5) _____,
(Name of Firm)

its affiliates, subsidiaries, shareholders, principals, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction involving conspiracy or collusion with respect to RFP responding on any public contract, except as follows:

Appendix F (continued)

I further certify that _____
(Name of Firm)

understands, acknowledges, and agrees that the above representations are material and important, and will be materially relied upon by LPPACS in awarding the contract(s) for which this RFP response is submitted. I understand and agree, and my firm understands and agrees, that any misstatement in this affidavit is and shall be treated as fraudulent concealment from LPPACS of the true facts relating to the submission of RFP responses for this contract.

(Name and Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, 2018

_____ My Commission Expires:
Notary Public

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.

Appendix G

VENDOR STATEMENT OF QUALIFICATIONS

Please provide written responses to the following questions. If the answer to any of the questions is "Yes", Vendor shall describe fully the circumstances, reasons therefore, the current status, and ultimate disposition of each matter that is the subject of this inquiry.

1. Has Vendor been declared in default of any contract? ____ Yes ____ No
2. Has Vendor forfeited any payment of performance bond issued by a surety company on any contract? ____ Yes ____ No
3. Has an uncompleted contract been assigned by Vendor's surety company on any payment of performance bond issued to Vendor arising from its failure to fully discharge all contractual obligations there under? ____ Yes ____ No
4. Within the past three (3) years, has Vendor filed for reorganization, protection from creditors, or dissolution under the bankruptcy statutes? ____ Yes ____ No
5. Is Vendor now the subject of any litigation in which an adverse decision might result in a material change in the firm's financial position or future viability? ____ Yes ____ No
6. Is Vendor currently involved in any state of a fact-finding, negotiations, or resistance to a merger, friendly acquisition, or hostile take-over, either as a target or as a pursuer? ____ Yes ____ No
7. License Sanctions: List any regulatory or license agency sanctions. LPPACS may perform a background check on respondent with all state and regulatory agencies.

_____ Authorized Representative's Signature

_____ Company Name

THIS PAGE MUST BE SIGNED AND INCLUDED IN YOUR RESPONSE.

Unsigned responses will not be considered.