

Pottstown School District  
230 Beech St.  
Pottstown, PA 19464

REQUEST FOR PROPOSALS The Pottstown School District invites qualified vendors to submit proposals for CONTRACTED TRANSPORTATION

**SUBMISSION OF PROPOSALS**

The vendor shall submit two (2) signed copies (1 original, 1 photocopy) of the completed proposal and additional required documents in an envelope clearly marked “TRANSPORTATION RFP”.

**Proposals are due by 11:00 a.m. – Monday, June 18, 2018**

**Mail or deliver the proposal and required documents to the following address: Attention: Business Administrator Pottstown School District 230 Beech St. Pottstown , PA 19464**

TENTATIVE TIME SCHEDULE Initial Review of Proposals: June 19, 2018 Finalist Interviews: June 20,2018 Contract Awarded by Board: June 21, 2018

## **Pottstown School District REQUEST FOR PROPOSALS CONTRACTED TRANSPORTATION**

### **SCOPE**

Pottstown School District (“School District”) is located in Montgomery County, and includes the Borough of Pottstown.

The School District is governed by a board of nine School Directors (“Board”) who are citizens of the School District. The Superintendent, who is appointed by the Board, is the chief administrative officer of the School District, with overall responsibility for all aspects of operations, including education and finance.

Under Pennsylvania Act 372, the School District provides transportation for resident students that attend non-public schools located within the School District and up to 10 miles beyond, for special education students requiring transportation and homeless students.

The scope of this Request for Proposals (“RFP”) is limited only to services identified in Schedule B. The entity submitting a Proposal (“Proposer”) understands that this RFP and/or subsequent contractual agreement between the successful Proposer and the School District (“Contract”) in no way grants exclusivity to provide any other transportation that is not specifically defined herein.

### **STATEMENT OF PURPOSE**

The transportation of School District students is a specialized function. The essence of any student transportation contract is that the students be transported to and from school regularly, promptly, safely, and without interruption or incident. The children’s interest in transportation takes precedence over the interest of either the Proposer or the School District.

The primary obligation of the Proposer is to operate its affairs so that the School District will be assured of continuous, reliable service.

For the protection of the School District’s students, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The School District places, and the Proposer accepts, the full responsibility of assuring such qualities in personnel. Therefore, all required security clearances and background checks must be satisfactorily completed in accordance with law, and provided to the School District’s Director of Human Resources prior to commencing the performance of any services for the School District.

Under the proposed Contract, the successful Proposer (“Contractor”) will be responsible for all aspects of pupil transportation service defined herein, subject to the approval of the School District. By submitting a Proposal and accepting a Contract, the Contractor represents that it possesses: management expertise; the necessary regular and substitute drivers; vehicle

mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to satisfactorily perform its contractual obligations.

## **PROPOSAL SUBMISSION REQUIREMENTS**

a. Form of Proposal: Each Proposer shall submit its Proposal on the form provided in Schedule A, along with any required attachments and/or supplemental information required therein.

b. Proposal Envelope: The envelope must also be addressed and delivered as follows: Pottstown School District, Attn: Business Administrator, 230 Beech St., Pottstown , PA 19464

c. Finality of Decision: Any decision made by the School District, including the Proposer selection, shall be final.

d. Reservation of Rights: The School District reserves the right, in its sole and absolute discretion (for this provision and all other provisions contained in this RFP), to accept or reject, in whole or in part, any or all Proposals with or without cause. The School District further reserves the right to waive any irregularity or informality in this RFP process or any Proposal, and the right to award the Contract to other than the Proposer submitting the best financial Proposal. The School District reserves the right to request additional information from any or all Proposers. The School District reserves the right to negotiate with one or more Proposers concerning their Proposals.

e. Release of Claims: Each Proposer, by submitting its Proposal, releases the School District from any and all claims arising out of, and related to, this RFP process and selection of a Proposer.

## **GENERAL SPECIFICATIONS:**

### **a. CONTRACT/FORM OF AGREEMENT**

The Contract, if awarded, shall go to the Proposer whose Proposal is in the best interests of the School District, taking into consideration relevant factors, including but not limited to, the following: price, service offerings, completeness and clarity of Proposal content and capability of providing services, experience and references. The School District shall have no obligation to any Proposer unless and until formalized in a written Contract duly approved by the Board at a public meeting and signed by its designee.

## **b. MANAGEMENT OF EMPLOYEES**

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

## **c. SUPERVISION**

i) The Contractor will provide a single point of contact to supervise its employees and correspond with District personnel.

ii) The Contractor will agree to make the Supervisor and staff available to the School District for parent-related inquiries upon request and notice of the School District.

iii) The Contractor agrees to furnish such reports as may be required and at the times designated by the School District or its designated representative. The Contractor agrees to provide the District with verification of every requirement for buses, vans, and bus and van drivers, as outlined by the Pennsylvania Department of Transportation, the Pennsylvania Department of Education, and this Contract prior to the opening of school, or whenever new drivers are used, including, but not limited to, valid driver licenses, physical examination cards, and criminal background checks as set forth herein.

iv) The contractor is responsible for the behavior and actions of its employees, particularly with regard to adherence to the transportation policies and regulations of the School District. Violations of those policies and/or regulations by drivers shall be considered violation of those policies and/or regulations by the Contractor who employs the driver. Such violations of policies and/or regulations may, at the option of the School District, operate as cause for the termination of the Contract.

## **d. DRIVERS**

It shall be the intention of the School District to contract for the transportation of school students on each school day as established by the schools' respective calendars. The Contractor will be responsible for providing drivers, managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis.

i) Every school driver provided by the Contractor shall meet all regulations, presently in existence or implemented over the term of the Contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of

## Transportation.

- ii) Drivers will have physical examinations, and the cost of such examinations shall be borne by the driver or the Contractor.
- iii) A mandatory drug testing and approved random testing program, as specified by state and federal laws, is required to be performed by a reputable (as determined at the sole discretion of the School District) drug testing company at the expense of the Contractor. Contractors are responsible to comply with all federal laws, state laws, local laws and School District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the School District.
- iv) The Contractor agrees to submit a list of certified drivers and copies of driver licenses, physical examination cards, and certificates of school bus instruction to the School District before the start of each school year under the Contract or prior to the start of service by new drivers. Additionally, the Contractor must provide proof of current Act 34 (PA Criminal History Background Check), Act 151 (Child Abuse History Clearance), and Act 114 (FBI Fingerprint Report) clearances and fully executed PDE-6004 disclosure forms to the School District for all personnel involved in the contract, including but not limited to all drivers, before drivers are allowed to transport students.
- v) Both regular and substitute drivers shall be assigned as consistently as possible to the same bus run for the purpose of route familiarization and pupil control. It is the express desire of the School District that the rate of driver turnover is minimal.
- vi) The School District retains the right to evaluate the drivers and all other personnel employed by the Contractor for the performance of the Contract by any and all reasonable means.
- vii) The Contractor will comply with a request by the School District to remove any driver who, in the School District's opinion, is not qualified to control and/or transport the School District's students.

## **LICENSES**

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

## **VEHICLES PROVIDED**

- a. Vehicles used in the performance of the Contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility

Commission and/or Mass Transit Authority, as applicable. Vehicles shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania Officials during the summer months. Cars, vans and Type III school minivans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provision of the law of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.

b. The Contractor is to provide sufficient spare vehicles as backup units for breakdowns, preventative maintenance, and accident-damaged vehicles.

c. The Contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and van utilized under the contract at its own cost.

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 or van 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 School District when requested.

d. The School District retains the right to inspect the school buses and all other vehicles to ensure safety compliance.

## **SAFETY PRECAUTIONS**

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

a. All traffic regulations must be observed at all times.

b. Each driver is expected to remain with the vehicle at all times, whether at a school building or on the route.

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

d. Each driver shall use the greatest care to guard the students and maintain order in the vehicle at all times. Any student refusing to obey the driver shall be reported using the misconduct forms provided by the School District as soon as possible, but in no event later than the same day.

e. All students riding in the vehicles must be transported to their designated stops.

f. No vehicle shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All vehicles shall provide adequate seating

for each student with no standees permitted.

g. Use of tobacco, drugs or alcoholic beverages in the vehicles or on School District property is prohibited at all times.

h. In the event the School District institutes any additional safety standards for the transportation of students, the Contractor agrees to install and/or implement such safety enhancements.

## **FUEL**

The Contractor shall be solely responsible for the costs of fueling the vehicles used to perform the transportation services. Fuel costs must be included in the pricing submitted with this RFP, and shall not be separately billed.

## **ROUTES AND STOPS**

a. Routes shall be prepared collaboratively by the Contractor and the School District, and may be modified at the sole discretion of the School District.

b. An operating time schedule for each building and route shall be provided by the School District. These schedules shall be carried in the vehicles and provided to the schools. The time schedules may be modified by the School District as the occasion demands, but only after due notice has been given to parents and the Contractor.

c. In the case of an emergency, any deviation of established routes shall be reported promptly to the Area School District.

## **TWO-WAY RADIOS**

The Contractor agrees to utilize and maintain its own two-way radio apparatus on all of its vehicles in service. All vehicles used during the term of the Contract must be equipped with said radios. The radio system will remain the property of the Contractor and any licensing renewal fees will be paid by the Contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of the Contract. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The Contractor will, at its expense, install and maintain base-station radio(s) to provide for direct communication between the vehicles and the Contractor.

## **STUDENT SUPERVISION**

a. The School District delegates to the Contractor the necessary authority to supervise and

control students on buses and vans in accordance with School District rules.

Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Vehicle misconduct reports must be completed by the driver and given to the student's building administrator with a copy forwarded to the Business Office.

b. Students shall be taken on and discharged from the vehicle only at the designated stops and at the extreme right of the road or other location as designated by the School District. No students shall be permitted to get on or off the vehicle while it is in motion. No driver shall start the vehicle, or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.

c. No person other than a student shall be transported in a school vehicle, except in an emergency, when a student requires an accompanying nurse or aide, or when designated by the Superintendent or the Superintendent's designee. Nothing except passengers and their belongings shall be transported in the vehicle while it is engaged in transporting students to and from school.

## **TRAINING**

Drivers shall be given special training concerning the techniques of handling children with special needs. Such training shall be approved by the District.. The District reserves the right to place its own personnel on vehicles to assist these students for physical, emotional or disciplinary reasons.

## **RIGHT TO CONTRACT WITH OTHERS**

The School District reserves the right to contract with parents, guardians, and others for the transportation of additional pupils. In no way shall this RFP be construed as exclusive.

## **SCHOOL CANCELLATION OR DELAYED START OF SCHOOL**

The Superintendent, or designee, shall have the sole responsibility of altering, delaying or canceling transportation services during inclement weather.

The Contractor agrees to advise the School District of road conditions when requested. The Contractor further agrees to abide by the decision of the Superintendent, or designee, and operate on the assigned schedules and routes. There will be no additional billings if the school year extends beyond the calendar submitted at the start of the school year due to inclement weather

delays or cancellations.

## **REGULATIONS AND COMPLIANCE**

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

## **INDEPENDENT CONTRACTOR**

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

## **NON-TRANSFERABLE CONTRACT**

The Contract shall not be transferred, subcontracted or assigned without the prior approval of the Board and the written consent of the School District.

## **TERM**

The School District seeks a one year proposal, commencing on July 1, 2018, although the commencement date may be earlier if mutually agreed upon by the parties and set forth in the final executed Contract.

## **PAYMENT**

The School District agrees to pay the Contractor on a monthly basis. Contractors shall invoice for the monthly scheduled payment and any adjustments to the base contract on a monthly basis and include all supportive data.

## **INSURANCE**

The Contractor agrees to provide the School District evidence of a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania. The School District and its Board shall be named as Additional Named Insured on the policies. The coverage must be in effect for the duration of the Contract and shall run concurrently with the effective dates of the contract.

## **INDEMNIFICATION**

In addition to the insurance requirements included as part of the specifications, the Contractor shall also defend, indemnify and hold harmless the School District from and against any and all claims, suits, judgments, and demands whatsoever, including without limitation to costs, litigation expenses, counsel fees, and liabilities with respect to injury to, or death of, any person or persons whatsoever, or damage to property of any kind by whosoever owned, arising out of or caused or claimed to have been caused in whole or in part by the acts or omissions of the Contractor, its agents or employees, in the performance of the Contract and further agrees to indemnify the School 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 School District representatives with respect to the performance of the Contract.

## **AWARD**

The School District 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 interests of the District. In the event such modifications are unacceptable to the Proposer, such Proposer shall be released from any obligation to enter into a Contract with the School District.

**SCHEDULE A**

**FORM OF PROPOSAL FOR CONTRACTED TRANSPORTATION SERVICES**

(INSTRUCTIONS): Enclose the Proposal in an envelope, deliver to Business Administrator Pottstown School District 230 Beech St. Pottstown, PA 19464 on or before **11:00 a.m. – Monday, June 18, 2018**

PROPOSAL SUBMITTED BY:

(Name of Firm)

(Date)

Having carefully examined the Request for Proposals, the undersigned hereby proposes to perform and complete all services for the price(s) set forth on the attached pricing schedules, in strict accordance with the Request for Proposals and all related documents.

The undersigned hereby proposes to furnish transportation for the Pottstown School District as per the prices quoted on the attached proposal pages. The undersigned certifies to have read and fully understood the specifications, and offers to furnish the services in exact accordance with the specifications and at the prices quoted.

NAME: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-MAIL: \_\_\_\_\_

This Proposal will remain firm for the period of time indicated in the Request for Proposals. This Proposal is submitted in accordance with and subject to all terms and conditions of the Request for Proposals, and all attachments thereto, all of which are incorporated herein by reference and shall be construed to be part hereof, with the same effect as if such were reported at length herein.

WITNESS:

Signature of Individual

(Address)

**SCHEDULE B**

**TOTAL PROPOSAL PRICE (BASE PRICE) FOR TRANSPORTATION SERVICES AS LISTED: All prices should be based on the specified vehicle or equivalent. If an equivalent vehicle type is proposed, please provide a description and student capacity. All prices should be based on the round trip (to and from school) inclusive of fuel and shall be for the 2018- 2019 school year**

“Normal am/pm run” below is defined as transportation from home(s) to school(s) in the morning and the return trip from school(s) to home(s) in the afternoon. These runs shall not be billed on an hourly basis, regardless of the amount of time needed to transport.

**1) Seventy two passenger School Bus (including fuel & driver)**

Normal am/pm run:

E. B. Barth Elementary AM/ PM (3 vehicles)

5th Grade Middle School AM/ PM (1 vehicle)

Non- Public: Coventry Christian, St. Aloysius, West Mont Christian (1 vehicle)

5 TOTAL PROPOSED VEHICLES

PROPOSED TOTAL COST FOR 2018-19 Current am/pm runs \_\_\_\_\_

**2) Four to nine passenger van**

Vehicle Daily Rental: \$ \_\_\_\_\_

Van Mileage Cost (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

Cost per vehicle aide (per hour): \$ \_\_\_\_\_

**3) Four to nine passenger van with wheelchair lift**

Vehicle Daily Rental: \$ \_\_\_\_\_

Vehicle Mileage Cost (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

Cost per vehicle aide (per hour): \$ \_\_\_\_\_

**3) Ten to twenty passenger bus with single wheelchair**

Vehicle Daily Rental: \$ \_\_\_\_\_

Vehicle Mileage Cost (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

Cost per vehicle aide (per hour): \$ \_\_\_\_\_

**4) Ten to twenty passenger bus with double wheelchair**

Vehicle Daily Rental: \$ \_\_\_\_\_

Vehicle Mileage Cost (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

Cost per vehicle aide (per hour): \$ \_\_\_\_\_

**5) Athletic Event**

Vehicle Rental (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

**6) Field Trip**

Vehicle Rental (including fuel) \$ \_\_\_\_\_/mi.

Trip Minimum (including fuel, if applicable) \$ \_\_\_\_\_

Cost per vehicle driver (per hour): \$ \_\_\_\_\_

**7) Vehicle Storage**

Cost per vehicle storage (per month): \$ \_\_\_\_\_

**8) Interoffice Delivery Route** (6 district schools, administration building, Pottstown Borough and additional stops as needed) 3 hour maximum per day

Sorts, picks up and delivers District mail and other materials to each school building and Administration office. Requires Mobility and dexterity sufficient to drive a vehicle, perform mail and delivery duties, function in a typical office environment, strength to personally lift and move heavy objects weighing up to fifty (50) pounds on a regular basis.

Cost per vehicle & driver (per diem, max 3 hours): \$ \_\_\_\_\_

**9) Administration:** Completion of all information and reports necessary as required by the Pennsylvania Department of Education and submitted to the Superintendent of Schools or his/her designee for approval. Keeping of daily records for the entire operation including vehicle mileage, route mileage, drivers schedules, vehicle safety and maintenance records, student conduct forms, certifications of fire and evacuation drill requirements. Supervise the entire transportation program, including call center, create and operate route layouts for all district and non public schools including extended school year utilizing the transportation software provided by the District on Contractor owned computers.



