

Allentown School District

Administrative Offices
31 South Penn Street
Allentown, PA 18105
484-765-4011

November 1, 2023

Dear Prospective Transportation Provider:

The Allentown School District is requesting Proposals for contracted pupil transportation.

You are invited to submit a Proposal for these transportation services. Enclosed please find the specifications and instructions.

Your Proposal should be returned as outlined in the request for Proposals on or before 2:00 p.m., Friday, December 8th, 2023.

Thank you,

Andrew Krahulik-Knapp
Director of Transportation

Enclosure(s)

We get better together! All our strengths are needed!

E.O.E.

ALLENTOWN SCHOOL DISTRICT

REQUEST FOR PROPOSAL

CONTRACTED PUPIL TRANSPORTATION

SCOPE

The Allentown School District (“Allentown School District or the “District”) issues this Request for Proposals (the “RFP”) with the goal of securing a contract for pupil transportation for a fixed, five (5) year term, beginning with the 2024-2025 school year. The Allentown School District presently contracts with First Student to provide 119 AM/PM student transportation routes for approximately 3,600 students annually. This is accomplished with 49 72-Passenger Vehicles, 7 48-Passenger Vehicles, 37 29-Passenger Vehicles, 3 9-Passenger Non-CDL Vans, 11 7-Passenger Non-CDL Vans, 2 6-Passenger Non-CDL Vans, and 10 Wheelchair Lift Buses. Additional van runs may be added, as currently some students are transported using FirstAlt. These current numbers are subject to change as Allentown School District will be completing the routing. The Contractor shall not receive any additional compensation as a result of the routes changing following the Proposal deadline and/or execution of the Contract.

STATEMENT OF PURPOSE

The transportation of students is a specialized function. The essence of any student transportation contract is that students are transported to and from school regularly, promptly, safely and without interruption or incident. The interests of students are paramount and take precedence over the interests of the Contractor, its drivers, or the Allentown School District. The primary obligation of the Contractor is to operate in a way that Allentown School District will be assured of continuous reliable service. For the protection of our students, drivers and all other persons coming in contact with the children must be of sound mind, stable personality, and of the highest moral character. The Allentown School District places and the Contractor accepts full responsibility of assuring such qualities in personnel. Therefore, all required state and federal security clearances and background checks must be satisfactorily completed prior to interaction with students in accordance with law.

Under the proposed service agreement, the Contractor will be responsible for all aspects of pupil transportation subject to the approval of the Allentown School District. As such, the Contractor must have the management expertise; supply references; have a minimum of five (5) years of demonstrated experience in school bus transportation; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications. By submitting a proposal (a “Proposal”) and accepting a contract, the proposer (the “Proposer”) represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

INSTRUCTIONS TO PROPOSERS

1. Sealed Proposals for contracted school bus transportation services for the Allentown School District will be received until **Friday, December 8th, 2023 at 2:00 p.m.** at:

**SEALED PROPOSAL FOR CONTRACTED PUPIL TRANSPORTATION
ALLENTOWN SCHOOL DISTRICT ADMINISTRATIVE OFFICES
ATTN: ANDREW KRAHULIK-KNAPP, DIRECTOR OF
TRANSPORTATION
31 PENN STREET
ALLENTOWN, PA 18105**

2. All interested parties must attend a mandatory meeting at which time Allentown School District personnel will be available on **Friday, November 17th, 2023, at 10:30 a.m.** at the Allentown School District Administrative Offices, 31 South Penn Street P.O. Box 328 Allentown Pa. 18105. Failure to attend the mandatory meeting scheduled for **Friday, November 17th, 2023**, will result in your Proposal not being opened or considered. Following the mandatory pre-proposal meeting, the District shall issue an addendum with responses to all questions submitted in writing. Proposers may not rely on verbal answers and can only rely on written responses to questions posed issued in an addendum and distributed to all potential Proposers.
3. All Proposals shall be submitted on the Proposal form supplied by the Allentown School District. The blank spaces in the Proposal forms shall state the prices, written in ink or typewritten in numerals. Five (5) signed copies (1 original, and 4 photocopies) of the completed Proposal shall be submitted to Allentown School District.
4. Each Proposal, accompanied by Proposal security, Non-Collusion Affidavit and other items required to be submitted pursuant to the Request for Proposal shall be enclosed in a sealed envelope identified as follows:

**SEALED PROPOSAL - CONTRACTED PUPIL TRANSPORTATION
ALLENTOWN SCHOOL DISTRICT
PROPOSER'S NAME
ADDRESS**

If the Proposal is being mailed rather than hand-delivered, the sealed Proposal envelope described above shall be enclosed in a mailing envelope and addressed to: Sealed Proposal for Contracted Pupil Transportation, Allentown School District Administrative Offices, Attn Andrew Krahulik-Knapp, Director of Transportation, 31 South Penn Street P.O. Box 328 Allentown Pa. 18105. It is the Proposer's responsibility to have mailed Proposals, or any other form of express or courier delivery, etc., to be delivered and received by the Allentown School District at the above address prior to the time of the Proposal opening. Proposals received after the designated date and time, even if postmarked earlier, will not be opened or considered.

5. Each Proposal shall be signed as follows:
 - a. If the Proposal is being submitted by an individual, the Proposal shall be executed by him/her personally; his/her signature shall be witnessed; his/her business address shall be stated and any trade name employed in the conduct of his/her business shall be stated.

- b. If the Proposal is being submitted by a partnership, the Proposal shall be executed in the name of the partnership by each of the partners, or a general partner authorized for this purpose, the signature of the partners shall be witnessed, and the business address of the partnership shall be stated.
 - c. If the Proposal is being submitted by a corporation, the Proposal shall be executed in its name and on its behalf by either the president or the vice-president and attested by the secretary or an assistant secretary and the corporate seal shall be attached; or by a duly authorized agent of the corporation who has authority act, as of the date of the Proposal, shall be established by proof, in a form satisfactory to the Allentown School District, submitted with the Proposal. The business address of the corporation and state of corporation shall be stated.
 - d. If the Proposal is being submitted by a limited liability company, the Proposal shall be executed in its name and on its behalf by an authorized member or manager, whose title must appear under the signature, and the official address of the limited liability company must be shown below the signature.
 - e. If the Proposal is being submitted by a joint venture, each party of the joint venture shall execute the Proposal under their respective seals in a manner appropriate to such party as described above.
6. Each Proposal must include a properly executed Non-Collusion Affidavit.
7. Respondents should organize Proposals into the following Sections:
 - a. Cost Of Proposal
 - b. Previous Experience And References
 - c. Safety Record
 - d. Maintenance Of Vehicles
 - e. Driver Training Program
 - f. Completion Of Non-Collusion Affidavit Forms
8. All Proposals submitted are valid for acceptance by the Allentown School District for 90 days from the Proposal opening date. The security accompanying all Proposals will be returned within five (5) calendar days following the full execution of the contract by the successful Proposer. In the event the successful Proposer fails to comply in all respects with the requirements of the contract documents within the required time, the Allentown School District has the option of declaring the Proposer in default, in which case the amount of the security shall be forwarded to the Allentown School District, and may, at its sole discretion, accept another Proposal, or, in the alternative, allow the successful Proposer additional time in which to complete such compliance at the absolute option of the Allentown School District.
9. Proposals may be rejected if they show any omission, alteration of form, additions or deductions not called for, conditional or uninvited alternative Proposals or irregularities of any kind.
10. All Proposals shall include references and demonstrate a minimum of five (5) years of experience of school pupil transportation services.
11. All questions concerning the Proposal should be directed in writing to Andrew Krahulik-Knapp, Director of Transportation on behalf of the Allentown School

District at krahulikknappa@allentownsd.org with “RFP for Contracted Pupil Transportation” in the subject line.

12. All responses to written questions from Proposers and all other changes to the RFP shall be memorialized in addenda. Notice of the revision will be e-mailed in the form of an addendum to all parties who attended the mandatory pre-Proposal conference with the District. No information communicated, either verbally or in writing, to or from a Proposer shall be effective unless confirmed by written communication contained in this RFP or an addendum to this RFP. All addenda shall become a part of the RFP. To avoid any miscommunication, each Proposer must acknowledge all addenda that they have received, but the failure of a Proposer to receive, or acknowledge receipt of, any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof.
13. Allentown School District has the responsibility to negotiate the most favorable cost, terms, and conditions for the contract, as determined by the District, in its sole discretion. The District may simultaneously negotiate with multiple Proposers in an effort to secure the best value for the District, and the negotiation process may continue until the Contract is executed by the Contractor and Allentown School District. By submitting its Proposal, the Proposer agrees that any efforts by Allentown School District or its legal counsel to negotiate more favorable costs, terms, or conditions shall not constitute a rejection of the Proposal and that the Proposal will remain a firm offer at least ninety (90) days from the date of the Proposal Deadline.
14. A Proposer may withdraw its Proposal prior to the time the Proposal is opened. The Proposal will be returned, and the Proposer shall not be entitled to re-propose upon the RFP at hand unless the same RFP is re-advertised. No Proposer may withdraw a Proposal within ninety (90) days after the actual date of the opening thereof.
15. After the responses are opened, a Proposer will not be allowed to alter its response. A Proposer claiming an error or omission after the opening shall immediately give written notice to the District and present clear, satisfactory evidence that it was not by carelessness in preparation.
16. Each Proposer is expected to comply with the required format for the Proposal. Any Proposal not providing the required information, or not conforming to the format specified, will be considered non-responsive and may, at the sole discretion of the Allentown School District, be eliminated from any further review. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth herein and must include information that will enable the Allentown School District to determine the Proposer’s overall qualifications. Each Proposal shall also include any other information that the Proposer feels is significant with respect to making an informed decision relative to the Proposal.
17. Any exceptions to the terms and conditions contained in this RFP or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part of its Proposal, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in its Proposal. All Pricing factors must be clearly indicated in the Proposer’s cost Proposal and cost forms provided as part of its Proposal.

18. **Reservation of Rights.** The Allentown School District reserves and may, at its sole discretion, exercise the following rights with respect to this RFP and all Proposals submitted pursuant to this RFP:
- a. To reject all Proposals and re-issue the RFP at any time prior to execution of a final contract; to require, in any RFP for similar products and/or services that may be issued subsequent to this RFP, terms and conditions that are substantially different from the terms and conditions set forth in this RFP; or to cancel this RFP with or without issuing another RFP.
 - b. To reject any Proposal if, in the Allentown School District's sole discretion, the Proposal is incomplete, the Proposal is not responsive to the requirements of this RFP, or it is otherwise in the best interest of the Allentown School District to reject the Proposal.
 - c. To supplement, amend, substitute, or otherwise modify this RFP at any time prior to the Proposal deadline.
 - d. To accept or reject any or all of the items in any Proposal and award a contract for the whole or only a part of any Proposal if the Allentown School District determines, in its sole discretion, that it is in the Allentown School District's best interest to do so.
 - e. To reject the Proposal of any Proposer that, in the Allentown School District's sole judgment, has been delinquent or unfaithful in the performance of any contract with the Allentown School District, is financially or technically incapable, or is otherwise not responsible.
 - f. To waive any informality, defect, non-responsiveness, and/or deviation from this RFP that is not, in the Allentown School District's sole judgment, material to the Proposal.
 - g. To permit or reject, at the Allentown School District's sole discretion, amendments (including information inadvertently omitted), modifications, alterations, and/or corrections to Proposals by one or more of the Proposers following Proposal submission.
 - h. To request that any Proposer modify its Proposal, including, but not limited to, modifying the pricing or providing additional information.
 - i. To request additional or clarifying information from any Proposer at any time, including information inadvertently omitted by a Proposer.
 - j. To require that the Proposer appear for interviews and/or presentations of its Proposals at Allentown School District offices.
 - k. To inspect projects similar in type and scope to the work sought in this RFP.
 - l. To conduct such investigations as the Allentown School District considers appropriate with respect to the qualifications of any Proposer and with respect to the information contained in any Proposal.
 - m. To negotiate with one more of the Proposers concerning their Proposals.
19. Each Proposer by submitting its Proposal releases the Allentown School District from any and all claims arising out of, and related to, the RFP process and selection of a Contractor(s).

20. All Proposers are responsible for any and all costs incurred by them or others acting on their behalf in preparing or submitting a Proposal, or otherwise responding to this RFP, or any negotiations incidental to its Proposal or this RFP.

RFP TIME SCHEDULE

Pre-Proposal Meeting: Friday, November 17th, 2023, 10:30 a.m.

Proposals Due: Friday, December 8th, 2023, 2:00 p.m.

Conduct Interviews with vendors, if necessary: approximately December 18th-20th, 2023

PROPOSAL EVALUATION CRITERIA

Each Proposer submitting a Proposal should understand that the nature of the District's student transportation operations is so complex that each and every facet of the operation may not be detailed in this RFP and the Contract. The Proposer must document their expertise, experience, and approach based on their understanding of the District's requirements. The Proposal must be complete, clear, and concise. The following categories, not listed by rank, are the principal criteria by which Proposals will be evaluated:

1. **Management Capability** as shown by detailed evidence of Proposer's expertise, experiences, and references.
2. **Business Stability** checked through various sources as well as the Proposal.
3. **Human Resources Management** as determined by references, and by checking other sources.
4. **Cost** as indicated in the Proposal and through the negotiation process.

The District will evaluate the Proposals, based on the above criteria as well as other methods. Moreover, the District will ensure compliance with the above by checking references listed in the Proposals, and conducting on-site visitation as deemed necessary by the District, as well as other sources. The District will select the Proposer(s) that it deems most qualified to serve the interests of the District to proceed to the negotiation process. If the District awards a contract, it will be to the Proposer whose Proposal best meets the needs of the District, in the District's sole discretion.

PROPOSAL FORMAT

1. **Cover Letter.** Proposers must provide information, which will serve as an introduction of your company, on business letterhead. Any exceptions to the terms and conditions contained in this RFP, Contract, or any other special considerations or conditions requested or required by the Proposer **MUST** be specifically enumerated by the Proposer and be submitted as part of the Cover Letter, together with an explanation as to the reason such terms and conditions cannot be met. Each Proposer shall be required and expected to meet the RFP requirements in their entirety, except to the extent exceptions are expressly noted in the Cover Letter.

2. Minimum Qualifications and Experience

- a. Qualified Proposers shall have at least five years of contracted student transportation experience, and at least two years of contracted experience with a public school or school collaborative similar in scope and size to the operation of the Allentown School District and area non-district schools. Proposers that have successfully provided transportation services to more than one school or public-school entity should describe in detail how they have performed services that will promote safe, effective, efficient, and equitable service to the Allentown School District. Proposers must indicate whether they have ever been declared in default in a contract for school transportation services.
- b. Proposers must provide background and qualifications of the key personnel who will be involved with the Contract. Describe the organizational structure and key contact points for the Allentown School District. Proposers must provide detailed evidence that they are currently providing pupil transportation services for other public-school entities. The description of services provided should detail all aspects of their transportation management capabilities. These should include human resources services, computer and software systems and capabilities, and training programs for management and non-management personnel. The Proposal must fully describe the Contractor's diversity awareness with respect to employee recruitment and management, student behavioral management training programs, and general safety protocols and practices.

3. Financial Resources

- a. Proposers shall provide documentation of sufficient financial resources to provide transportation services for a pupil transportation operation of this size and complexity.
 - b. Proposers will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material lawsuit.
 - c. Proposers must confirm in writing within its cover letter the compliance with this requirement. This shall include the submission of three (3) years of audited financial statements.
 - d. Financial capacity includes the ability to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this RFP or its supporting exhibits. Failure to satisfy this requirement may be grounds for disqualification of the Proposal.
4. **Additional Information** Proposer must describe any other resources to be provided by your company, not listed above, which would result in the safe and efficient delivery of transportation services.
5. **References** Proposers must provide a minimum of three (3) references. Each reference should include the contact name, address, phone number, fleet size, and scope of services as detailed in Appendix 1. The Allentown School District will check the references provided including on-site observation of operations if it is deemed necessary at the sole discretion of the Allentown School District.

6. Litigation

- a. Proposers must list all litigation or regulatory proceedings, for the past five (5) years, within the Commonwealth of Pennsylvania, or if more than eighty five percent (85%) of the Proposer's pupil transportation contracts are performed outside the Commonwealth of Pennsylvania, the State(s) where eighty five percent (85%) or more of the Proposer's pupil transportation contracts are performed.
- b. The scope of information sought is limited to regulatory proceedings (with the exception of unemployment compensation and workers' compensation proceedings) and civil litigation in which (i) the Proposer has been a party providing any type of pupil transportation services, including, but not limited to supplies, equipment, or services of the type which are the subject of the proposed Contract; (ii) non-compliance of the Proposer's supplies, equipment, and services or the Proposer's working conditions and employment practices with the Occupational Safety and Health Act and other applicable state and federal requirements; or (ii) any suits whereby an employee of the Proposer was alleged to have mistreated pupils in any manner.

7. Cost Proposal

- a. The Proposer shall submit its Cost Proposal on the Proposal form provided in this RFP, indicated clearly as such and as a separate attachment, with fixed pricing for the entire term of the Contract. The basis for this pricing is to establish a fixed price per vehicle for each service day.

GENERAL SPECIFICATIONS FOR PUPIL TRANSPORTATION

1) FAMILIARIZATION

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

a) OFFICE SPACE AND TERMINAL FACILITIES

The Contractor is required to provide an office and a terminal facility within the Allentown School District boundaries, unless otherwise previously approved by the Allentown School District.

b) PHONE SUPPORT:

- i. The Contractor agrees to annually provide and bear the full cost of phone support to the Allentown School District for the duration of the Contract. In addition to regular phone support, including, but not limited to support to students and parents, Contractor shall provide a minimum of six (6) separate phones and an automated answering system as a backup when all six phones are busy for the four (4) weeks at the beginning of each school year – two (2) weeks prior to the opening of school and the first two (2) weeks after the opening of school. The Contractor shall promptly reply to all messages accumulated on the automated answering system.
- ii. Contractor must provide a dedicated, private, unlisted telephone line for the exclusive use by the Allentown School District Superintendent or

Superintendent's designee. The Contractor's Terminal Manager and office staff shall assign high priority to answering this telephone line during the interval from one hour before commencement of the regular "to and from" runs, until one hour after the conclusion of the regular "to and from" runs.

- iii. Contractor shall provide the Superintendent or Superintendent's designee with the cellular telephone number of the Terminal Manager who shall be available beyond normal operating hours.

2) MANAGEMENT OF EMPLOYEES

- a) Personnel furnished by the Contractor to perform the functions specified in the contract shall be employees of the Contractor. The Contractor shall pay all salary, wages, Social Security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such employees. The Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation, necessary to carry out the terms of the contract.
- b) The Contractor alone: (a) shall maintain employment records for its employees and agents performing services pursuant to this Agreement and be solely responsible for tracking hours worked, paying overtime, paying minimum wages, providing all required meal and rest breaks, and ensuring compliance with all applicable local, state, and federal labor and employment laws; (b) shall determine schedules, rates of pay, method of payment, fringe benefits, and all other conditions of employment for its employees and agents performing services pursuant to the contract; and (c) shall have the right to hire or fire its employees or agents providing services to the Allentown School District pursuant to the contract.
- c) The Allentown School District may request the removal of any individual supplied by the Contractor but has no control over the reassignment of such individual to the Contractor's other contracts.

3) SUPERVISION

- a) The Contractor shall provide a qualified supervisor and staff of employees. The supervisor must hold the appropriate licenses and certificates of a school bus driver. The supervisor will be trained and experienced in the supervision of school bus and Non-CDL van drivers. The Contractor's supervisor shall cooperate fully with the Allentown School District Superintendent or Superintendent's designee to ensure a safe and efficient transportation system.
- b) Contractor will agree to make the supervisor and staff available to the Allentown School District for community and parent related inquiries upon request of the Allentown School District.
- c) The Contractor agrees to furnish such reports as may be required and at the times designated by the Superintendent or Superintendent's designee. The Contractor agrees to provide the Superintendent or Superintendent's designee with verification of every requirement for buses and bus drivers, as outlined by the Pennsylvania Department of Transportation, Pennsylvania Department of Education, and this contract prior to the opening of school, or whenever new drivers are used, including but not limited to valid school bus driver licenses, physical examination cards, and criminal background checks.
- d) 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 Allentown School District. Violations of those policies and/or regulations by drivers shall be

considered violations of those policies and/or regulations by the Contractor who employs the drivers. Such violations of policies and/or regulations may, at the option of the Allentown School District, operate as cause for the termination of a contract for the transportation of school pupils.

- e) The Contractor agrees to obtain directions to destinations for field trips and athletic trips at least 24 hours before the scheduled departure. Last minute contacts with the Allentown School District seeking directions are unacceptable and will be limited to trips rescheduled due to Allentown School District's request.

4) **DRIVERS**

- a) It is the intention of the Allentown School District to contract for the transportation of public, parochial, private, charter and special needs school students on each school day as established by their respective calendars. The Contractor will be responsible for providing drivers, for managing drivers, and furnishing the required number of drivers to transport students to and from school on a daily basis and for assigned field trips and extracurricular trips.
- b) Every school bus driver provided by the Contractor shall meet all regulations, presently in existence or implemented over the term of this contract, of the Bureau of Traffic Safety of the Pennsylvania Department of Transportation with regard to application, age, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Drivers must pass periodically administered physical examinations which may be required by the Public Utility Commission, the Interstate Commerce Commission and/or the Pennsylvania Department of Transportation.
- c) Drivers will have physical examinations provided at the expense of the driver or Contractor.
- d) A mandatory drug testing and approved random testing program, as specified by state and federal laws, are required to be performed by a District approved company at the expense of the Contractor. Contractors are responsible to comply with all federal laws, state laws, local laws, and Allentown School District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the Allentown School District.
- e) The Contractor agrees to submit a list of certified drivers by August 1st of each school year and shall provide updates in writing on a monthly basis. All drivers and substitutes, prior to operating a vehicle shall register their name, address, license number, and background check with Allentown School District. Inclusion on the list shall be certification of compliance with all requirements. No uncertified driver may drive under any circumstances.

Upon initial contract award and prior to the start of any new or additional drivers, the Contractor shall furnish Allentown School District with proper Certification for all drivers. Photocopies shall be provided for the following:

- i. CDL or Class C Driver's License
- ii. CDL endorsement Card, if applicable
- iii. Bus or Non-CDL Van Driver Physical Examination Form
- iv. DL-713 Certificate of Completion for a New Driver, if applicable
- v. DL-714 Training Report Form, if applicable

- vi. DL-742 Medical Card, if applicable
- vii. DL-503 Motor Vehicle Report
- viii. Act 34, Pennsylvania State Police Criminal Record Check
- ix. Act 151, Child Abuse Clearance
- x. Act 114, FBI Fingerprint Report
- xi. Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form
- xii. Act 126, Mandatory Training for Child Abuse Recognition & Reporting
- xiii. 28 PA Code 23.44, Tuberculin testing

- f) The Contractor(s) shall comply with the requirements of state and federal law and District Board policy, as amended from time to time, in reporting arrests, citations, and convictions of school bus drivers for moving violations, misdemeanors, felonies, and failed substance abuse tests. In accordance with law, Allentown School District may request the removal of a driver for such infractions.
- g) 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 Allentown School District that the rate of driver turnover be minimal.
- h) All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the Allentown School District prior to being assigned by the Contractor. The Allentown 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.
- i) The Contractor will comply with the written request of the Allentown School District to remove any school bus driver who, in the Allentown School District's opinion, is not qualified to operate a school bus or cannot properly control students. The Contractor agrees to maintain compliance with equal employment opportunity and affirmative action personnel policies as required by the Commonwealth of Pennsylvania and the Equal Employment Opportunity Commission.
- j) The Contractor shall give consideration of employment to any individual driving an Allentown School District route as of March 15, 2024.
- k) The Contractor may not prevent or restrict in any way Contractor's employees from seeking employment with any other present or future Allentown School District transportation Contractor.

5) **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.

6) **VEHICLES PROVIDED**

- a) School buses and all other vehicles used in the performance of the contract shall at all times conform to the standards for school transportation vehicles approved by the Department of Transportation, Public Utility Commission and Mass Transit Authority, as applicable. School buses, Type I and II vehicles, shall meet the minimum standards of the Bureau of Traffic Safety and shall pass annual inspection by the Pennsylvania

Officials during the summer months. Cars, vans, and Type III school mini vans shall conform to the standards of the Bureau of Traffic Safety. All vehicles shall conform to the provisions of the laws of the Commonwealth of Pennsylvania, shall pass state required inspections, and be in good mechanical and sanitary condition.

- b) The Contractor shall maintain a minimum of fifteen percent (15%) of each type of school bus utilized and thirty percent (30%) of each type of Non-CDL van utilized for the daily transportation of students dedicated exclusively to Allentown School District to be used as standby and/or replacement vehicles. Standby vehicles are those used for activity trips, field trips, and scheduled runs. Replacement vehicles are those used to replace regular “to and from” vehicles which break down.
- c) The Contractor agrees to provide all vehicle maintenance and repairs on all buses, cars, and Non-CDL vans utilized under the contract at its own cost.
- d) The Contractor shall furnish daily interior cleaning. Exterior cleaning will be done at least twice a month while vehicles are in service. Vehicle windows must be clean and clear and vehicle numbering must be visible at all times. All vehicles must be free of snow and ice accumulation prior to leaving the bus depot. 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 circumstances 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 the Superintendent or Superintendent’s designee.
- e) The Allentown School District retains the right to inspect the school buses and all other vehicles to insure safety compliance.
- f) All school buses assigned by the Contractor to regular daily “to and from” routes pursuant to the contract shall be no older than ten (10) years with the average fleet age not to exceed five (5) years at any time. All Non-CDL vans to be utilized by the Contractor for the performance of the contract shall be no older than five (5) years from the date of manufacture. Buses older than ten (10) years may be retained for use as spare buses, if designated by such at the start of the school year. Daily use of spare buses will be kept to a minimum and the Allentown School District shall be notified in writing when use of spare vehicles occurs.
- g) It is understood and agreed to by both parties that when the start of classes is delayed, the Contractor will use the extra time to prepare the vehicles for service. School bus engines will be started earlier and left running, so that alternate vehicles can be used in the case of failed starts. In subzero weather during delayed opening, Contractors will do short test runs to be sure that their vehicles can complete the routes.
- h) All full-size buses and minibuses assigned to regular Allentown School District “to and from” routes will have the words “ALLENTOWN SCHOOL DISTRICT” placed on both sides of the bus with 5-inch tall lettering, a 5-inch tall identification number shall be placed on all four (4) sides of the vehicle.
- i) Non-CDL vans assigned to regular Allentown School District “to and from” routes will have the words “ALLENTOWN SCHOOL DISTRICT” placed on both sides of the van with 4-inch tall lettering, a 4-inch tall identification number shall be placed on all four (4) sides of the vehicle.
- j) All spare vehicles utilized for student transportation within the Allentown School District shall be required to display the words “ALLENTOWN SCHOOL DISTRICT” and

vehicle number either permanently or through the use of magnetic signage as outline in 7(i) and 7(j).

7) **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 bus 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 in the Motor Vehicle Code, or a reasonable speed for road conditions. It shall be the duty of each driver to operate the bus at a reasonable rate of speed at all times.
- d) Each driver shall use the greatest care to guard the children, prevent overcrowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the school administration using the bus conduct forms provided by the Allentown School District and/or sending school.
- e) All children riding on school buses must be transported to their designated stops.
- f) No school bus shall be loaded beyond the seating capacity as set forth in the minimum standards as indicated on the "Approved School Bus Sticker." All other vehicles transporting pupils shall provide adequate seating for each student with no standees permitted.
- g) Use of tobacco products, drugs, or alcoholic beverages in the buses or on school property is prohibited at all times. Contractors will enforce Allentown School District or sending school policies including the requirement that there be no smoking or use of tobacco products of any kind allowed at any time on school buses used by the Allentown School District.
- h) In the event the Allentown School District would institute any additional safety standards for the transportation of students, the Contractor agrees to install and/or implement such safety enhancements. The Superintendent of Superintendent's designee shall provide authorization in writing to proceed with Allentown School District funded safety enhancements. Any costs for the initial purchase, installation, and training of safety enhancements will be the responsibility of the Allentown School District. Upon installation the Contractor shall assume ongoing financial responsibility, training, and upkeep of the safety enhancements.

8) **FUEL**

- a) Fuel shall be furnished by Allentown School District used by the Contractor exclusively for transportation of Allentown School District pupils pursuant to the terms and conditions of this agreement. Fuel purchased by Allentown School District shall not be used for any other purpose whatsoever by the Contractor or any of its employees, agents, or representatives. The Contractor shall maintain accurate usage records via a key control system or other means approved by Allentown School District.
- b) The Contractor is responsible to purchase, rent, or otherwise provide storage and filling facilities, at Contractor's expense, for fuel purchased by Allentown School District.

- c) Allentown School District reserves the right to examine and inspect without penalty and at reasonable times all Contractor records and equipment to insure compliance herewith.

9) BUS ROUTES AND BUS STOPS

- a) Allentown School District shall design the bus routes to maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time.
- b) In keeping with safety to school children, the Contractor shall deliver students to each school ten (10) to fifteen (15) minutes prior to the start of school and be in place to return the students to their respective bus stops at least ten (10) minutes before the dismissal of the students.
- c) The Contractor shall not deviate from the designated routes or stops except by prior written consent of the Allentown School District or in an emergency. Stops and routine changes must be reviewed and approved by the Allentown School District. The Contractor will assist with the redistricting of any attendance areas during the term of the contract.
- d) The schedules shall be carried in the bus and provided to each school building. The time schedule may be modified by the Contractor as the occasion demands, but only after due notice has been given to parents and Allentown School District.
- e) Each year during the month of August, prior to the start of the school year, all drivers shall drive their respective “to and from” school bus routes in the vehicle designated for the route. If the designated vehicle is not available, a similar vehicle shall be utilized. The Contractor shall submit to Allentown School District a log of driver runs prior to the commencement of the school year.
- f) In the case of an emergency, any deviation of established routes shall be reported promptly to the Superintendent or Superintendent’s designee.
- g) The Allentown School District reserves the right to revise or change any and all routes and the number of buses required to suit the educational program at any time and such revision shall be deemed an ordinary part of the contract. The total base mileage will be increased or decreased each subsequent year of the contract as calculated from the data on the PDE-1043, Notification of Intent to provide Pupil Transportation Services and based upon the loaded miles indicated thereon. The compensation to the Contractor will not change due to any revision of routes.
- h) The Allentown School District reserves the right to add or delete bus routes.
- i) Schedule A provides information on the routes and the number of students that were scheduled in the Allentown School District as of October 20th, 2023 (Base Price).

The Contractor has the option to choose the method of pricing Proposal, however it is highly encouraged to provide “state formula” based pricing. The method of calculation is attached to this document.
- j) The Contractor must reimburse families for any or all personal belongings that are damaged as a result of accidents, mechanical malfunctions, or vehicle maintenance.

10) FIELD TRIPS/EXTRA CURRICULAR TRIPS

The Contractor is responsible for all field trips/extracurricular trips. In district field trips/extracurricular trips will receive a 1 hour guarantee. Out of district field trips/extracurricular trips will receive a 2 hour guarantee.

11) **TWO-WAY RADIOS**

The Contractor shall license, utilize, and maintain its own two-way radio apparatus on all of its buses and other vehicles in service. All buses purchased during the term of this contract must be equipped with said radios. The radio system will remain the property of the Contractor and any licensing renewal fees will be paid by the Contractor. Use of the radio system must be in compliance with FCC regulations and is strictly intended for the requirements of this contract. The Contractor will assume the ongoing maintenance of the radio system and purchase of additional radios as it deems necessary. The Contractor will, at Contractor's expense, install and maintain base-station radio(s) to provide for direct communication between the buses and the Contractor. Upon request, the Contractor shall also provide and install one (1) base station radio, two (2) portable radios to the Allentown School District for monitoring purposes and emergency response purposes. It shall be the Contractor's responsibility to service and maintain all radios provided to Allentown School District.

12) **BUS EVACUATION DRILLS.** The Contractor shall coordinate with the District and complete bus evacuation drills annually during the 1st week in September and in March in accordance with the Pennsylvania School Bus Driver's Manual. The Contractor's personnel shall be thoroughly trained in how to train students how to safely evacuate a school bus.

13) **IDLING.** The Contractor shall strictly comply with Pennsylvania's laws and regulations regarding idling vehicles. The Contractor shall also strongly support and promote the US EPA's Clean School Bus Anti Idling program to its drivers.

14) **PUPIL SUPERVISION**

- a) The Allentown School District delegates to the Contractor the necessary authority to supervise and control students on buses and Non-CDL vans in accordance with Allentown 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. Bus conduct reports must be completed by the driver and given to the student's building administrator.
- b) The Contractor will utilize a digital surveillance system as a means to supervise bus students and to augment the written student misconduct report.
- c) Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road or other location as designated by the Allentown School District. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall start the bus or signal the driver of any vehicle who has stopped in compliance with the provision of Section 3208 of the School Laws of Pennsylvania to proceed, until after each child on the vehicle has been safely seated, or when exiting, has reached a place of safety.
- d) No person other than school pupils shall be transported in a school vehicle except in an emergency or when designated by Superintendent or Superintendent's designee. Nothing except passengers and their belongings shall be transported in the school vehicle while it is engaged in transporting pupils to and from school.

15) **DIGITAL SURVEILLANCE SYSTEMS**

- a) Contractors will provide and install a digital surveillance system capable of receiving and recording audio and video from a video capturing device in all school buses, including spares, under contract with the Allentown School District. The digital surveillance systems should be inspected on a monthly basis with reports provided to

the Allentown School District. All vehicles must have proper signage indicating audio and video equipment is in use. All buses shall be equipped with four (4) cameras focusing on the driver, entry door, cabin front, and cabin back of the bus. All Non-CDL vans shall be equipped with a minimum of one (1) camera focusing on the passenger compartment.

- b) The Superintendent or Superintendent's designees shall be permitted to observe the surveillance recording when state and federal laws permit it and authorize it. The Contractor shall be required to provide copies of surveillance recordings no later than 24 hours following receipt of a written request from the Superintendent or Superintendent's designees.
- c) The Contractor and Allentown School District will develop and update, as necessary, guidelines and procedures for handling, reviewing, and disclosing digital media and the information the digital surveillance systems may contain.

16) STUDENTS WITH SPECIAL NEEDS

- a) The Contractor is required to provide Monitors/Aides for specific special needs vehicles or any vehicle the district sees fit. Monitors/Aides are responsible for ensuring the safety and well-being of the students on the vehicles in which they are assigned. The Allentown School District may give special training concerning techniques of handling such children.
- b) The District currently has 41 Monitors/Aides assigned to vehicles. Additions and deductions are at the sole discretion of The Allentown School District.

17) DRIVER UNIFORMS

All drivers must be outfitted in a company labeled safety vest and a visible identification badge containing the driver's name and photo at all times. The identification badge should be on or around the area of the driver's chest.

18) DRIVER TRAINING

- a) Driver training is extremely important to successful student transportation programs. Best practices in driving training includes "soft skills," such as how to communicate with students, etc. The Contractor should include a detailed description of their driver training program, including a schedule for training for Year 1 of the contract.
- b) The Contractor shall administer an appropriate safety training program for all drivers. The safety training program shall include, but not be limited to, regularly scheduled safety meetings. A driver supervisor shall monitor every bus driver at least biannually for the purpose of observing their daily driving practices with respect to safety, mechanical operation, and conformance to applicable laws including adherence to published time schedules.

19) GPS SYSTEMS

All vehicles shall be equipped with GPS systems. The Allentown School District will be supplied the software and three (3) user licenses to monitor the location of each vehicle at any time.

20) SPEAKER/INTERCOM SYSTEMS

All buses will be equipped with intercom systems so the driver can communicate effectively with the children.

21) STROBE LIGHTS

All buses will be equipped with roof top strobe lights that comply with manufacturer recommendations.

22) RIGHT TO CONTRACT WITH OTHERS

The Allentown School District reserves the right to contract with parents, guardians, intermediate units, over-the-road carriers, private Contractors, and others for the transportation of pupils.

23) SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

The Superintendent or Superintendent's designee shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather. The Contractor further agrees to abide by the decision of the Superintendent or Superintendent's designee and operate on the designated schedules and routes.

24) 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 Allentown School District.

25) INDEPENDENT CONTRACTOR

- a) The Contractor shall perform all work and services described therein as an independent Contractor and not as an officer, agent, servant, or employee of the Allentown School District. The Contractor shall have exclusive control of and the exclusive right to control the details of the services and work performed hereunder and all persons performing the same, and nothing herein shall be construed as creating a partnership or joint venture between the Allentown School District and the Contractor. No person performing any of the work or services described hereunder shall be considered an officer, agent, servant, or employee of the Allentown School District, and no such person shall be entitled to any benefit available or granted to employees of the Allentown School District.
- b) All personnel furnished by the Contractor to perform the functions specified shall be Employees of the Contractor. The Contractor shall pay all wages, social security taxes, federal and state unemployment insurance, and any other tax relating to the employment of such personnel. The Contractor shall provide all other required management services, including personnel services, such as licensing, training, supervision, and evaluation necessary to carry out the services.

26) NO ASSIGNMENT

The Contractor shall not sublet, sell, transfer, assign, or otherwise dispose of the contract, or any portion thereof, or of its right, title or interest therein, without the written consent of Allentown School District.

27) TERM & TERMINATION FOR CONVENIENCE

- a) The contract will commence on July 1, 2024 and continue for a five (5) year term with an option by the Allentown School District to extend the contract for additional years. The transportation services shall be performed in compliance with the terms and conditions of this Agreement and its attached Schedules and shall extend from the first day of classes to the end of the school year as stipulated on the school

calendar annually approved by the Allentown Board of School Directors. Should the Allentown Board of School Directors extend the school year, additional days will be charged at daily contract rate. Should any vehicle run for a period of less than a full school year, those vehicles will be billed for actual number of days run.

- b) The District may terminate this contract for convenience upon ninety (90) days advance written notice.

28) FORFEITURE

- a) If the Contractor fails to perform satisfactorily, or to furnish safe and adequate personnel and equipment, or otherwise fails to comply with the terms of the contract, including “to and from” transportation, co-curricular trips, and field trips, and additional routes, the Allentown School District may cancel the contract without prior notice and procure services elsewhere.
- b) If the Contractor fails to perform satisfactorily any of the transportation services required under the provisions of Proposal and contract, the Contractor shall not be paid for those days in which it fails to provide transportation services or continuously fails to meet the required time schedule, and should the Allentown School District be able to obtain such transportation services elsewhere, the Contractor shall additionally be liable and, upon submission of an invoice by the Allentown School District, pay the additional cost to the Allentown School District of obtaining the transportation services above the contractual rate in effect between the Contractor and the Allentown School District. In the event the School District should be unable to obtain such transportation services elsewhere, or in lieu thereof at the option of the Allentown School District, the Contractor shall pay to the Allentown School District, in addition to any other accounts payable hereunder, additional administrative costs to the Allentown School District in the amount of two hundred dollars (\$200.00) per day to be deducted from the next payment to the Contractor.

29) PAYMENT

The Allentown School District agrees to pay the Contractor on a monthly basis for ten (10) months a year at one-tenth (1/10) the yearly base service cost for the months of September, October, November, December, January, February, March, April, May, and June each school year. Billing shall be on a monthly basis with any accumulated billing not deemed monthly billed by the 25th of June of that school year. Accumulated bills not submitted by that date shall be paid at the discretion of the Allentown School District.

30) MONTHLY REPORTING

In order for Allentown School District to compute sample averages calculations required by the Pennsylvania Department of Education, the following reports shall be submitted to Allentown School District on a monthly basis, but in no case later than the 20th day of the month. Failure to submit the reports will result in the monthly payment described in 28(b) being withheld until such time as the reports are provided. Each month the Contractor shall provide mileage forms displaying data that is recorded by the bus driver indicating miles traveled with students and miles traveled without students. One form should be submitted for each vehicle. All mileage sheets should be generated on the same day each month.

31) INSURANCE

- a) The Contractor agrees that, prior to the effective date of the contract, said Contractor will file with the Allentown School District evidence of a General Liability Insurance Policy,

issued by a company authorized by law to insure in Pennsylvania and with an AM Best rating of A or better. Verification of the rating, in writing, must be submitted to the District prior to the effective date of the contract. This policy shall be in effect for the duration of the contract in amounts not less than the amounts listed in Schedule B. The Certificate of Insurance shall name the Allentown School District and its Board of School Directors as Additional Named Insured on a primary non-contributory basis on all policies. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the Superintendent or Superintendent's designee annually.

- b) The Contractor will, at Contractor's expense and prior to the effective date of the contract, provide the Allentown School District with valid and collectible evidence of Business Automobile and Liability Insurance for each vehicle in an amount not less than the amount as evidenced on the standard ACORD Certificate of Insurance as per Schedule B. The Certificate of Insurance shall name the Allentown School District and its Board of School Directors as Additional Named Insured on a primary non-contributory basis on all policies. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the Superintendent or Superintendent's designee annually.
- c) Worker's Compensation insurance, in accordance with statutory limits, will be required for all of Contractor's employees who will be involved in any aspect of the operations in performing this contract with the Allentown School District. The coverage must be in effect for the duration of the contract and shall run concurrently with the effective dates of the contract. Proof of this insurance shall be communicated to the Superintendent or Superintendent's designee annually.
- d) These certificates shall contain a provision that the coverage afforded under the policies will not be canceled or materially changed until at least thirty (30) days prior written notice has been given to the Allentown School District.
- e) Each party will immediately notify the other of any accident or condition which arises out of or touches upon the work performed by the Contractor on Allentown School District business, so as to handle potential problems on a timely basis in the best interest of both parties.
- f) The Contractor should provide proof of insurance for the Contractor's depot and fueling facilities.
- g) All insurance policies shall be endorsed to provide a waiver of subrogation rights in favor of Allentown School District, its subsidiaries and affiliates for activities and operations covered by this agreement.
- h) The Contractor shall provide abuse, molestation, and corporal punishment coverage either through endorsement on the general liability policy or provided on a separate standalone policy with limits at least equal to the general liability limit.

32) INDEMNIFICATION

- a) In addition to the insurance requirements included as part of the specifications, the Contractor shall also defend, indemnify and hold harmless the Allentown 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 Allentown 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 Allentown School District representatives with respect to the performance of the contract.

31) DISCRIMINATION PROHIBITED Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the Contractor agrees that:

- a) In the hiring of employees for the performance of work under this contract, no Contractor, or any person acting on behalf of the Contractor, shall by reason of gender, race, creed, or color discriminate against any citizen of the Commonwealth of Pennsylvania who is qualified and available to perform the work to which the employment relates. No Contractor, or any person on their behalf, shall in any manner discriminate against or intimidate any employee hired for the performance of work under this contract on account of gender, race, creed, or color;
- b) Allentown School District may declare Contractor's failure to adhere to this condition a material breach of the Contract.

32) HUMAN RELATIONS ACT

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

33) AWARD

The Allentown School District shall, in its sole discretion, decide whether to award a contract that is in the best interest of the District, with cost only one out of multiple factors. The District reserves the right to reject any and all Proposals and/or to modify the terms of the Proposals to protect the interests of the Allentown School District. In the event such modifications are unacceptable to the Contractor, such Contractor shall be released from any obligation to the Allentown School District. The Board shall consider all matters arising out of this contract not specifically provided for therein.

34) PENALTIES

The Contractor recognizes that pupil transportation service is a highly visible endeavor that materially impacts the public perception of the Allentown School District and the operation of the District's core objective – the successful operation of the District's educational program. The Contractor further agrees that it is difficult to quantify the harm the Allentown School District may suffer as a result of poor service. Therefore, the Contractor agrees the Allentown School District has the right to assess the following penalties if in its judgment the problems become habitual, which amounts may be assessed against Contractor and set off from amounts due hereunder. It is specifically agreed that the assessment of penalties shall in no way limit the Allentown School District other rights under the law and/or the District's right to terminate the contract as otherwise provided due to habitual poor service, nor is it prohibited in terminating this Agreement from relying upon an incident(s) for which a penalty may have been assessed. The failure to assess a penalty in a given situation shall not be deemed a waiver of this provision or prohibit the Allentown School District from doing so

in other similar situations. Allentown School District agrees to act in good faith in assessing the following penalties:

Late Bus (more than 10 minutes late)	\$100
Missed stop and failure to drop off a student	\$200
Route which is deemed habitually late	\$500
Accident where driver is at fault	\$500
Failure to file incident/accident report within 24 hours	\$100
Failure to provide year end Billing Report before July 15 th	\$500
Failure to provide year end equipment/mileage before July 15 th	\$1,000
Violation of any of the other Prohibited Practices	\$100
Failure to immediately notify the Superintendent or Designee of any accidents and follow established accident protocol	\$500

The late bus penalty shall not be applied in the case of weather or construction-related delays.

END OF SECTION

SCHEDULE A

Allentown School District

2023-2024 Daily Bus Run Schedule

The 2023-2024 Daily Bus Run Schedule is not included in this request for Proposal package due to the size of the schedule; however, the schedule can be retrieved by emailing Andrew Krahulik-Knapp at krahulikknappa@allentownsd.org

SCHEDULE B

Allentown School District

Schedule of Insurance Values

Contractor shall furnish a certificate of insurance naming the Allentown School District and its Board of School Directors as Additional Named Insured on a primary non-contributory basis on all policies with the following limits of coverage:

General Liability:

\$5,000,000	Each occurrence
\$50,000	Medical expense
\$5,000,000	Personal and advertising injury
\$5,000,000	General aggregate
\$5,000,000	Products completed

Automobile Liability:

\$5,000,000	Combined single limit
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Workers Compensation and Employers Liability

\$1,000,000	Each accident
\$1,000,000	Employers liability disease (each employee)
\$1,000,000	Employers liability disease (policy limit)

Umbrella Liability Limit:

\$10,000,000	Occurrence
\$10,000,000	Aggregate

SCHEDULE C

**PDE Vehicle Formula Allowance Worksheet
Contracted Service**

1. Vehicle Allowance

Basic Allowance:

11 or more Pupil Seating Capacity = \$540

10 or less Pupil Seating Capacity = \$360 = _____ (A)

Additional Allowance

<u>Age of Bus*</u>	<u>Rate</u>		<u>Pupil Seating Capacity (prior to modifications)</u>	
1-3 Years	\$20	X	_____	
4-6 Years	\$18	X	_____	
7-10 Years	\$16	X	_____	
11 or more years	\$12	X	_____	= _____ (B)

Total A + B = _____ (1)

2. Mileage Allowance

_____ X _____ X _____ X \$0.23 = _____ (2)

Approved Daily Miles Number of Days Approved Annual Miles

3. Utilized Passenger Capacity Miles (UPCM) Allowance

(_____ X _____) / 1000 = _____ X \$3.50 = _____ (3)

Approved Annual Miles Greatest # Pupils Assigned to Ride at Any One Time UPCM

4. Layover or Congested Hours Allowance

$$\frac{\text{Approved Hours}}{\text{Per Day}} \times \frac{\text{Number of Days}}{\text{Days}} \times \frac{\text{Annual Hours}}{\text{Annual Hours}} \times \$3.00 = \underline{\hspace{2cm}} \quad (2)$$

$$\text{Total 1 + 2 + 3 + 4} = \underline{\hspace{2cm}}$$

$$\times \text{Cost Index} = \underline{\hspace{2cm}}$$

$$\text{Total Formula Allowance} = \underline{\hspace{2cm}}$$

ATTACHMENTS

District Policy on Video/Audio Recording

District Policy on Drug and Alcohol Testing of Transportation Personnel

District Policy on Inclement Weather Decision-Making

ALLENTOWN SCHOOL DISTRICT

SECTION: OPERATIONS

TITLE: TRANSPORTATION

ADOPTED: 9/20/73

REVISED: 10/22/98

<ol style="list-style-type: none"> 1. Purpose SC 1316 Title 22 Sec. 23.4 SC 1361 2. Authority 	<p style="text-align: center;">810. TRANSPORTATION</p> <p>It is the policy of the Board to provide transportation for students in accordance with law and the following guidelines.</p> <p>The Board shall purchase, equip, and maintain vehicles and/or contract for school bus services for the transportation of students to and from school at regularly scheduled hours and for the transportation of students on field trips and athletic trips.</p> <p>The district shall make identical provisions for the free transportation of public and nonpublic students for the following reasons only:</p> <ol style="list-style-type: none"> 1. Attendance at the Lehigh County Area Vocational-Technical School at Schnecksville, PA. 2. Assignment to special education programs approved by the Pennsylvania Department of Education with placement recommended by a student's Individualized Education Program (IEP). 3. Transportation as a related service required by an approved educational program for an eligible disabled student or as an accommodation required to provide a qualified student with a disability with access to District programs, activities or services. 4. Reassignment of pupils outside of their school attendance area necessitated by lack of adequate facilities in their attendance/neighborhood area. 5. Elementary pupils (K-5) who are required to walk hazardous routes as certified by the Pennsylvania Department of Transportation.
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<p>3. Delegation of Responsibility</p> <p>Title 22 Sec. 23.4 (3)</p> <p>Title 22 Sec. 23.32, 23.21-2</p> <p>Title 22 Sec 23.4 (4, iii)</p> <p>ASD Adm. Regs. 121-AR-1 & 231-AR-1</p> <p>Title 22 Sec. 23.4 (4, iii)</p> <p>Title 22 Sec. 23.21, 23.23, 23.32, 23.4</p> <p>SC 1316, 1361</p> <p>ASD Adm. Regs. 121-AR-1 231-AR-1</p>	<p>Nonpublic school requests for free transportation shall be granted only when they meet one (1) of the conditions described above to ensure that the provisions of Act 372 requiring identical transportation services for nonpublic students shall be fulfilled.</p> <p>This policy shall not abridge or limit the rights of disabled individuals, including parents under the Individuals with Disabilities Education Act U.S.C. Sections 1401-1485, Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. Section 794, or the Americans with Disabilities Act, 42 U.S.C. Sections 12101-12213 or their implementing regulations.</p> <p>The Superintendent or her/his designee shall:</p> <ol style="list-style-type: none"> 1. Prepare a schedule of bus stops and an itinerary of bus routes to be used in conjunction with a district map. 2. Maintain such records and make such reports regarding school transportation as are required by the State Board of Education. 3. Promulgate rules governing student conduct during transport to and from school; such rules shall be binding on all students transported by the Board. 4. Promulgate rules to govern the number of chaperones to accompany students in connection with school related activities. <p>The school bus driver shall be responsible for the discipline of students while they are being transported to or from school. A student may be suspended from bus transportation by the principal for disciplinary reasons, in which case the parents are responsible for the pupil's transportation.</p>
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810.1. DRUG AND ALCOHOL TESTING OF TRANSPORTATION
PERSONNEL - Pg. 2

	<ol style="list-style-type: none">2. No covered school bus driver shall report for duty or remain on duty when the driver uses any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely operate the school bus) or tests positive for controlled substances.3. No covered school bus driver required to take a post-accident alcohol test under this policy shall use alcohol for eight (8) hours following the accident, or until s/he undergoes a post-accident alcohol test, whichever occurs first.4. No covered school bus driver shall refuse to submit to any of the following required as part of this policy:<ol style="list-style-type: none">a. Post-accident alcohol or controlled substance(s) test.b. Random alcohol or controlled substance(s) test.c. Reasonable suspicion alcohol or controlled substance(s) test.d. Return-to-duty alcohol or controlled substance(s) test.e. Follow-up alcohol or controlled substance(s) test.5. No individual shall be hired as a bus driver covered by this policy or transferred into a covered school bus driver position unless:<ol style="list-style-type: none">a. S/he has undergone and passed pre-employment testing for controlled substances in accordance with this policy; andb. S/he has either certified that s/he has not been employed for the previous two (2) years or has given written consent and authorization for the school district to obtain information from the individual's employers during the preceding two (2) years pertaining to the driver's alcohol tests of 0.04 or greater, positive controlled substances test results, and refusals to be tested, within the preceding two (2) years, which are maintained by the driver's previous employers; andc. The contractor or school district has received the required information from the driver's previous employer, if any.
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810.1. DRUG AND ALCOHOL TESTING OF TRANSPORTATION
PERSONNEL - Pg. 3

49 CFR
Sec. 382.401
(c)(4)
49 CFR
Sec. 382.309

A school bus driver candidate shall not be recommended for hire if the Supervisor of Transportation obtains information on the candidate's alcohol test with a concentration of 0.04 or greater, verified positive controlled substances test result, or refusal to be tested, without obtaining records of a subsequent substances abuse professional's evaluation and/or determination under the law.

6. Any covered school bus driver shall be deemed to have consented to such testing as is required of her/him by this policy. Consent is implied by agreeing to continue to drive a covered school bus after notification of this policy.

B. Duties of Covered School Bus Drivers

1. Covered school bus drivers shall comply with all mandates and prohibitions in this policy.
2. Covered school bus drivers shall cooperate fully with all required testing and shall promptly report to all required testing as required.
3. Covered school bus drivers are required to notify the Supervisor of Transportation if they are taking any therapeutic drugs and shall supply a written certification on a form provided by the district from the physician prescribing the drug(s) that the substance(s) will not adversely affect the driver's ability to safely operate a bus or motor vehicle.

C. Consequences for Drivers Engaging in Substance Use-Related Conduct

1. Consistent with contractual, legal and constitutional requirements, a determination shall be made as to the appropriate disciplinary action, if any, to be imposed upon any covered school bus driver who violates any of the prohibitions or mandates set forth in this policy. Nothing in this policy shall be construed to limit the authority to impose discipline, including discharge, as the employer shall determine, so long as the minimums set forth in this policy are satisfied.
2. Any covered school bus driver tested under this policy who is found to have an alcohol concentration of 0.02 or greater but less than 0.04 shall be suspended without pay at least until the start of the driver's next regularly scheduled duty period that is at least twenty-four (24) hours following administration of test.

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3. Any covered school bus driver:
 - a. Who reports or remains on duty while having an alcohol concentration of 0.04 or greater; OR
 - b. Who possesses alcohol, uses alcohol on the job, or uses alcohol within four (4) hours prior to her/his work; OR
 - c. Who reports or remains on duty when s/he uses or has used any controlled substance (except when the use is pursuant to the written instructions or prescription of a physician who has advised the driver that the substance does not adversely affect the driver's ability to safely drive the bus and the driver has so advised the Supervisor of Transportation in accordance with this policy); OR
 - d. Who tests positive for controlled substances; OR
 - e. Who consumes alcohol in contravention of a post-accident alcohol test requirement or refuses to submit to any drug or alcohol test required under this policy; OR
 - f. Who uses alcohol during the eight (8) hours preceding a work accident and who is not to be discharged, shall be suspended without pay and shall not be reinstated until after the following requirements have been met by the driver:
 - (1) Has been advised of the resources available to the driver in evaluating and resolving problems associated with the misuse of alcohol and the use of controlled substances, including the names, addresses and telephone numbers of substance abuse professionals and counseling and treatment programs; and
 - (2) Has been evaluated by a substance abuse professional (S.A.P.) who shall determine what assistance, if any, the employee needs in resolving problems associated with alcohol misuse and controlled substances use; and
 - (3) Has undergone a return-to-duty alcohol test with a result indicating an alcohol concentration of less than 0.02 if the conduct involved alcohol, or a controlled substances test with a verified negative result if the conduct involved a controlled substance; and

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75 Pa.C.S.A.
Sec. 3731(a)
(5), (i)

- (4) Has been identified as needing assistance in resolving problems associated with alcohol misuse or controlled substances use. The driver shall be evaluated by a substance abuse professional to determine that the driver has properly followed any rehabilitation program prescribed; and
 - (5) Serves the length of the suspension and meets any other conditions of reinstatement that may have been imposed by the district.
- 4. At a minimum, if a driver has an alcohol concentration of 0.02 or greater but less than 0.04, s/he shall be suspended without pay until the next scheduled duty period that is at least twenty-four (24) hours following the administration of the test. If a driver's alcohol concentration is 0.02 or greater but less than 0.04 on more than one occasion, s/he shall be discharged.
 - 5. Where alcohol testing shows a concentration of 0.04 or greater while a driver has been driving, or controlled substances testing shows a positive result and the driver has not advised the district of therapeutic drug use prescribed by a physician, in accordance with this policy, the matter shall be submitted to the police and the employee shall be discharged.

D. Duties of the Supervisor of Transportation

- 1. The Supervisor of Transportation shall take action to insure that covered school bus drivers do not violate the prohibitions and mandates set forth in this policy. If the Supervisor of Transportation or her/his designee has reasonable suspicion that a school bus driver has violated any prohibition or mandate, the following actions shall be taken:
 - a. The employee shall be promptly contacted and an informal hearing shall be conducted. The school bus driver shall be advised of the allegations and be given an opportunity to tell her/his side of the story.
 - b. If the suspicion relates to the bus driver's alcohol concentration levels or use of alcohol during or prior to reporting to work, the driver shall be required to submit to an alcohol test in accordance with the section on Reasonable Suspicion Testing of this policy.
 - c. If the suspicion relates to the bus driver's use of controlled substances during or prior to reporting to work, the driver shall be required to submit to a controlled substances test in accordance with the section on Reasonable Suspicion Testing of this policy.

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	<ul style="list-style-type: none">d. If after investigation, testing as may be required, and consideration of the driver's input, it is determined by the transportation contractor that a driver violated any of her/his obligations, the matter shall be referred for appropriate action. <p>2. The Supervisor of Transportation shall insure that the following tests are performed:</p> <ul style="list-style-type: none">a. <u>Pre-employment testing.</u> Prior to recommending that any individual be hired as a school bus driver, the candidate shall undergo testing for controlled substances. No individual shall be recommended to be hired as a school bus driver who has not undergone such testing or who has not been administered such tests with a result indicating a negative controlled substances result.b. <u>Post-accident testing.</u> As soon as practicable following a school bus accident involving loss of human life, or where the driver receives a citation under state or local law for a moving traffic violation arising from the accident, or bodily injury occurs to any person, or a vehicle involved in the accident cannot be driven from the accident scene, or there is a reasonable suspicion of alcohol or controlled substances use, the covered school bus driver shall be tested for alcohol and controlled substances.<ul style="list-style-type: none">(1) A driver who is subject to post-accident testing under this policy shall remain readily available for such testing or may be deemed to have refused to submit to testing.(2) If a post-accident alcohol test is not administered within two (2) hours following the accident, the Supervisor of Transportation or her/his designee shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within eight (8) hours following the accident, attempts to administer the alcohol test shall cease and the Supervisor of Transportation or her/his designee shall prepare and maintain the same record.(3) If a post-accident controlled substances test is not administered within thirty-two (32) hours following the accident, attempts to administer the test shall cease and the Supervisor of Transportation or her/his designee shall prepare and maintain a record stating the reasons why the test was not administered within the required time.
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	<p>(4) A breath or urine test for the use of alcohol, which adheres to Federal Department of Transportation guidelines, or a urine or blood test for the use of controlled substances conducted by federal, state or local officials or police having authority to conduct such testing shall be considered to meet the requirements of this policy if the results of the test will be submitted to the contractor.</p> <p>c. <u>Random testing.</u> Random alcohol and controlled substances testing shall be conducted on that percentage of drivers, as mandated from time to time by the federal government. The selection of drivers for random testing shall be by a scientifically valid method so that each driver shall have an equal chance of being tested each time selections are made. These tests shall be unannounced and the tests shall be spread reasonably throughout the year.</p> <p>(1) Each driver who is notified of selection for random testing shall proceed to the test site immediately.</p> <p>(2) Random alcohol testing may be conducted only just before the driver is to begin driving a school bus or just after the driver has finished driving a school bus. Random testing shall occur at least quarterly.</p> <p>d. <u>Reasonable suspicion testing.</u> A driver shall be required to submit to an alcohol and/or controlled substances test when the Supervisor of Transportation or her/his designee(s) has reasonable suspicion that the driver is using or has used alcohol or controlled substances in violation of the prohibitions or mandates of this policy. Notwithstanding anything to the contrary, such suspicion may be formed after an accident.</p> <p>(1) The determination that reasonable suspicion exists to require a driver to undergo testing must be based on specific, contemporaneous, articulable observations concerning the appearance, behavior, speech or body odors of the driver. The observations may include indications of the chronic and withdrawal effects of controlled substances. Reasonable suspicion as to alcohol use may be based only on observations made while the driver is driving or just before the driver begins driving or just after the driver has ceased driving.</p>
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- (2) The Supervisor of Transportation and supervisors s/he designates shall obtain necessary training that covers the physical, behavioral, speech and performance indicators of probable alcohol misuse and use of controlled substances. Only those so trained are permitted to make the determination that can lead to reasonable suspicion testing.
- (3) Reasonable suspicion testing may not be performed by the individual who made the determination that there was reasonable suspicion for the testing.
- (4) A written record shall be prepared and maintained setting forth the basis and observations for the reasonable suspicion leading to the testing. With respect to suspicion related to controlled substances, such records shall be made and signed by the supervisor who made the observations within twenty-four (24) hours of the observed behavior, or before the results of the controlled substances test are released, whichever is earlier.
- (5) Reasonable suspicion alcohol testing shall be required while the driver is driving, just before the driver is to drive, or just after the driver has ceased driving. If an alcohol test is not administered within two (2) hours following the determination that reasonable suspicion exists, the Supervisor of Transportation shall prepare and maintain a record stating the reasons the test was not promptly administered. If the test is not administered within eight (8) hours following the accident, attempts to administer the alcohol test shall cease and the Supervisor of Transportation shall prepare and maintain the same record. Notwithstanding the absence of a reasonable suspicion alcohol test, where there was reasonable suspicion of alcohol use, the driver shall not be permitted to drive until:
 - i. An alcohol test is administered and the driver's alcohol concentration measures less than 0.02; OR
 - ii. Twenty-four (24) hours have elapsed following the determination of reasonable suspicion.

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- e. Return-to-duty testing. No school bus driver may return to work after engaging in conduct prohibited by this policy until after s/he has, as appropriate, undergone an alcohol test with a result indicating an alcohol concentration of less than 0.02 or a controlled substances test with a result indicating a verified negative result for controlled substances use. A driver whose return-to-duty test reveals an alcohol concentration of 0.02 or higher or a positive controlled substances result shall be discharged.
- f. Follow-up testing. Any driver who is in need of assistance in resolving problems associated with alcohol misuse and/or use of controlled substances shall be subject to unannounced follow-up testing as directed by a substance abuse professional. Follow-up alcohol testing shall be conducted only when the driver is driving, just before the driver is to drive or just after the driver has stopped driving.

A driver required to undergo a return-to-duty test shall undergo six (6) return-to-duty tests, which are unannounced and administered during the twelve (12) months after returning to duty.

- 3. The Supervisor of Transportation shall be the district's representative for purposes of receiving and handling alcohol and drug test results. Those results shall be handled by the Supervisor of Transportation in a confidential manner in accordance with applicable federal, state and local law and regulations.
- 4. The Supervisor of Transportation shall advise a driver of the results of random, reasonable suspicion and post-accident tests if the test results show an alcohol concentration in excess of 0.02 or are verified as positive in the case of controlled substances. The driver shall be advised which controlled substance or substances were verified as positive. The Supervisor of Transportation shall (1) make reasonable efforts to contact and request each driver who submitted a specimen under this policy, regardless of the driver's employment status, to contact and discuss the results of the controlled substances test with a medical review officer who has been unable to contact the driver; and (2) notify within twenty-four (24) hours the medical review officer that the driver has been notified to contact the medical review officer.
- 5. The Supervisor of Transportation shall develop and implement procedures for the preparation, maintenance, retention and disclosure of records as required by law.

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49 CFR
Sec. 382.601

6. The Supervisor of Transportation shall recommend the actions necessary to insure that the testing described in this policy can be performed and has the services of a qualified medical review officer, a qualified substance abuse professional, and a certified laboratory.
7. The Supervisor of Transportation shall develop and provide educational materials that explain the requirements of this policy and the school district's policies and procedures with respect to meeting said requirements. Materials in compliance with law shall be distributed to each driver prior to the start of testing under this policy and to each driver subsequently hired or transferred into a school bus driving position. A copy shall also be provided to the employee's bargaining representative. Each driver shall be required to sign a statement certifying that s/he has received a copy of the material and this policy. The Supervisor of Transportation shall maintain the original copy of the signed certification.
8. The Supervisor of Transportation shall ensure that access is provided to all school district facilities utilized in complying with the requirements of the Federal Highway Administration, the Secretary of Transportation, any Department of Transportation agency, or any state or local official with regulatory authority over the school district or any of its drivers.

E. Miscellaneous

1. A "covered school bus driver" under this policy shall mean any person age twenty-one (21) or older, who is an employee of the district or a contractor employed by the district to provide bus transportation and who drives or operates a motor vehicle:
 - a. With a gross vehicle weight rating of 26,001 or more pounds; OR
 - b. Designed to transport sixteen (16) or more passengers, including the driver; or any other district employee who is regularly assigned to drive a school district vehicle of any size or kind.

The phrase includes drivers and mechanics who operate such vehicles, including full-time, regularly employed individuals; casual, intermittent or occasional individuals; and leased drivers and independent owner-operator contractors who are either directly employed by or under lease to the district or who operate a bus owned or leased by the district.

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2. This policy shall not be construed to limit the authority of the district to conduct drug or alcohol testing on individuals not covered by this policy or to conduct such testing on individuals covered by this policy at times other than stated in this policy.

Allentown School District
Inclement Weather Decision-Making

The Process

The process for determining a delayed opening or a closing begins the night before with a close monitoring of weather predictions. The process continues the following morning around 4:00 AM, when district representatives begin driving Allentown roads, monitoring conditions. The representatives confer with the City of Allentown road departments and PennDOT regarding the timing of plowing and salt treatments and the condition of primary, secondary, and back roads. This information is then called into the Superintendent between 4:30 AM and 5:00 AM. At the same time, the Superintendent confers with all other Superintendents in Lehigh County to discuss their findings and conclusions. Between 5:00 AM and 5:30 AM, the Superintendent makes an informed decision for Allentown and if a closing or delay is warranted, the announcement is made through the district's emergency notification system, the district's website, and media outlets. A review process continues throughout the morning in which real-time weather conditions are monitored and the transportation company is consulted on the conditions of the roads – this enables the district to assess the effectiveness of its decision.

Announcing the Night Before

If there is significant snow or ice on the ground the night before an event and the weather predictions are consistent for the following day, the district may choose to make the call that evening. However, this will be rare. This is because often weather predictions change dramatically in the 12 hours between an evening announcement and the next morning's actual conditions.

Delayed Openings

Snow and Ice

Delayed openings are primarily utilized when conditions on primary, secondary, and back roads are hazardous in the early morning hours and it is anticipated that the City of Allentown and PennDOT road crews can have them cleared within two hours or less.

Temperature

Delayed openings will seldom be used to address excessive cold. Historically, extremely cold temperatures, with or without a wind chill factor, do not improve significantly throughout the morning. Since a delayed opening does not help much with the cold and we certainly do not want to lose the entire day by closing, school will usually open on time, even if it is quite cold. As long as the district can get the buildings warm and the buses started, we will usually remain "open for business."

Early Dismissals

If weather predictions indicate that normal dismissal times will be hazardous, an early dismissal may be warranted. This decision is usually made between 9:30 AM and 10:30 AM and parents are informed through the district website, and media outlets.

Consistency with Other Schools and Districts

There will be times that all districts in Lehigh County will make the same call and other times when the decisions will be different. This is due to varying conditions and terrain in each of those districts.

There may also be times when non-public or charter schools choose to go with a delayed opening and Allentown School District does not. When that happens, Allentown School District and the Contractor will try to its full potential to honor the delay of the non-public or charter school.

**ALLENTOWN SCHOOL DISTRICT
PROPOSAL FOR CONTRACTED PUPIL TRANSPORTATION**

Notes:

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

YEAR 1 (2024-2025)	YEAR 2 (2025-2026)	YEAR 3 (2026-2027)	YEAR 4 (2027-2028)	YEAR 5 (2028-2029)
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**COST FOR FULL SIZE
BUS**

DAILY RATE PER BUS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____

COST FOR MINI-BUS

DAILY RATE PER BUS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____

**COST FOR
WHEELCHAIR
ACCESSIBLE**

DAILY RATE PER BUS	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____

**COST FOR NON-CDL
VAN**

DAILY RATE PER VAN	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____

**COST FOR
BUS/VAN AIDE**

HOURLY RATE	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____
<u>FIELD TRIP COST</u>					
IN DISTRICT 1 HR MIN	\$ _____	\$ _____	\$ _____	\$ _____	_____
	_____	_____	_____	_____	_____
OUT OF DISTRICT 2 HR MIN	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
	_____	_____	_____	_____	_____
<u>COST FOR MIDDAYS</u>	\$ _____				
1.5 HOUR GUARANTEE	_____				

Proposed Commercially Licensed Digital Surveillance System Manufacturer _____

Proposed Commercially Licensed GPS Tracking Manufacturer _____

Proposed Commercially Licensed Two-Way Radio System Manufacturer _____

We further certify that we have received the following addenda, which were issued during the Proposal period and have considered them in preparation of this Proposal.

Addendum #	Dated
_____	_____
_____	_____
_____	_____

[continued on following page]

The undersigned hereby proposes to furnish pupil transportation for the Allentown School District as per the prices quoted on the attached Proposal pages. The undersigned certifies to have read and fully understand the specifications and to furnish the services in exact accordance with the specifications and at the prices quoted.

(PARTNERSHIP)

WITNESS:

Name of Partnership

By: _____ (Seal)

Partner

By: _____ (Seal)

Partner

By: _____ (Seal)

Partner

By: _____ (Seal)

Partner

(CORPORATION/LIMITED LIABILITY COMPANY PRINCIPAL)

Name of Corporation/Limited Liability Company

ATTEST:

By: _____

(Vice) President/Member

(Secretary)

(CORPORATE SEAL)

INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This non-collusion affidavit is material to any contract awarded pursuant to this Proposal. According to the Pennsylvania Anti-bid Rigging Act, 73 P.S. §1611 et seq., governmental agencies may require Non-Collusion Affidavits to be submitted together with Proposals.
2. This Non- Collusion Affidavit must be executed by the member, officer or employee of the vendor who makes the final decision on prices and the amount quoted in the Proposal.
3. Proposal rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of Proposals are unlawful and may be subject to criminal prosecution. The person who signs the “Affidavit” should examine it carefully before signing and assure himself or herself that each statement is true and accurate. Making diligent inquiry, as necessary, of all other persons employed by or associated with the vendor with responsibilities for the preparation, approval, or submission of the Proposal.
4. In the case of a Proposal submitted by a joint venture, each party to the venture must be identified in the Proposal documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complimentary Proposal” as used in the Affidavit has the meaning commonly associated with that term in the procurement process and includes the knowing submission of Proposals higher than the Proposal of another firm. Any intentionally high or noncompetitive Proposal and any other form of Proposal submitted for the purpose of giving a false appearance of competition.
6. Failure to file an Affidavit in compliance with these instructions will result in disqualification of the Proposal.

NON-COLLUSION AFFIDAVIT OF CONTRACTOR

State of _____

County of _____

(Name) _____ being first duly sworn, states that:

I am _____ (owner, partner, office, representative agent) of
_____ (Company), the Proposer that has submitted that attached Proposal.

I state that:

1. The price(s) and amount of this Proposal have been arrived at independently and without consultation, communication, or agreement with any other Contractor, Proposer, or potential Proposer.
2. Neither the price(s) nor the amount of this Proposal, and neither the approximate price(s) nor approximate amount of this Proposal, have been disclosed to any other firm or person who is a Proposer or potential Proposer, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from submitting a Proposal for this contract, or to submit a Proposal higher than this Proposal, or to submit any intentionally high or noncompetitive Proposal or other form of complementary Proposal.
4. The Proposal of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other noncompetitive Proposal.
5. _____ (name of firm), its affiliates, subsidiaries, officers, directors and employees are not under investigation by any governmental agency, and have not in the last three 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 bidding on any public contract, except as follows (explain any exceptions):

I state that _____ (name of firm) understands and acknowledges that the above representations are material and important, and will be relied on by Allentown School District in awarding the contract(s) for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment form Allentown School District of the true facts relating to the submission of Proposals for this contract.

(Signature, Name & Company Position)

Subscribed and sworn to before me this _____ day of _____, 20 _____.

BY: _____

TITLE: _____