**CRAWFORD CENTRAL SCHOOL DISTRICT**

### **REQUEST FOR PROPOSAL**

### **CONTRACTED PUPIL TRANSPORTATION**

The Crawford Central School District is a public school district in Crawford County, Pennsylvania. It serves the City of [Meadville](https://en.wikipedia.org/wiki/Meadville%2C_Pennsylvania), Borough of [Cochranton](https://en.wikipedia.org/wiki/Cochranton%2C_Pennsylvania) and [East Fairfield Township](https://en.wikipedia.org/wiki/East_Fairfield_Township%2C_Crawford_County%2C_Pennsylvania), [Fairfield Township](https://en.wikipedia.org/wiki/Fairfield_Township%2C_Crawford_County%2C_Pennsylvania), [Union Township](https://en.wikipedia.org/wiki/Union_Township%2C_Crawford_County%2C_Pennsylvania), [Vernon Township](https://en.wikipedia.org/wiki/Vernon_Township%2C_Crawford_County%2C_Pennsylvania), [Wayne Township](https://en.wikipedia.org/wiki/Wayne_Township%2C_Crawford_County%2C_Pennsylvania) and [West Mead Township](https://en.wikipedia.org/wiki/West_Mead_Township%2C_Crawford_County%2C_Pennsylvania) in [Crawford County, Pennsylvania](https://en.wikipedia.org/wiki/Crawford_County%2C_Pennsylvania), as well as [French Creek Township](https://en.wikipedia.org/wiki/French_Creek_Township%2C_Mercer_County%2C_Pennsylvania) in neighboring [Mercer County, Pennsylvania](https://en.wikipedia.org/wiki/Mercer_County%2C_Pennsylvania). Crawford Central School District encompasses approximately 156 [square miles](https://en.wikipedia.org/wiki/Square_mile). The School District operates five K-6 elementary schools, a middle school, and two secondary schools. The district current enrollment is 3226 students. Under the provisions of Act 372, the School District provides transportation for resident students that attend charter schools and non-public schools located within the District’s boundaries and up to 10 miles beyond.

### **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 Crawford Central School District. The primary obligation of the contractor is to operate in a way that Crawford Central 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 Crawford Central 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 Crawford Central School District. As such, the contractor must have the management expertise; utilize a commercially licensed route planning and scheduling software; 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 and accepting a contract, the contractor represents that it has such management expertise; the necessary regular and substitute drivers; vehicle mechanics; driver training and safety personnel; school buses, spare vehicles and other vehicles; offices, vehicle maintenance and staging areas; and any other equipment, materials, supplies, information systems, and personnel necessary to meet these specifications.

### **SEALED PROPOSALS**

1. Sealed proposals for contracted school bus transportation services for the Crawford Central School District will be received until February 8, 2022, 2:00 p.m. in the Boardroom at the Instructional Support Center on 11280 Mercer Pike in Meadville, Pennsylvania.

## SEALED PROPOSAL FOR CONTRACTED PUPIL TRANSPORTATION CRAWFORD CENTRAL SCHOOL DISTRICT

**ATTN: BUSINESS MANAGER
CRAWFORD CENTRAL SCHOOL DISTRICT**

All interested parties must attend a mandatory meeting at which time Crawford Central School District personnel will be available to answer questions regarding the proposal. The meeting is scheduled for **10:00 a.m., January 11, 2022.** Failure to attend the mandatory meeting will result in your proposal not being opened or considered.

1. All proposals shall be submitted on the proposal form supplied by the Crawford Central 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 Crawford Central School District.
2. Each proposal, accompanied by security, Agreement of Surety, 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**

**CRAWFORD CENTRAL SCHOOL DISTRICT**

**PROPOSER'S NAME ADDRESS**

1. 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:
	1. Sealed Proposal for Contracted Pupil Transportation:

**Crawford Central School District**

**Instructions Support Center
Attn: Business Manager**

* + 1. It is the sender’s responsibility to have mailed proposals, or any other form of express or courier delivery, etc. delivered and received by the Crawford Central 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 receive consideration.
1. Each proposal shall be signed as follows:
	1. 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
	2. 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.
	3. 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 Crawford Central School District, submitted with the proposal. The business address of the corporation and state of corporation shall be stated.
	4. 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.
	5. Limited liability companies may submit proposals.
2. Each proposal must include a properly executed Non-Collusion Affidavit.
3. Respondents should organize Proposals into the following Sections:
	1. COST OF PROPOSAL
	2. PREVIOUS EXPERIENCE AND REFERENCES
	3. SAFETY RECORD
	4. MAINTENANCE OF VEHICLES
	5. DRIVER TRAINING PROGRAM
	6. PERFORMANCE AND PAYMENT BOND
	7. COMPLETED NON-COLLUSION AFFIDAVIT FORM
4. A proposal for a contract may be rejected unless accompanied by certified check, bank cashier's or trust company treasurer's check or bond, with the executed form of Agreement of Surety who must be authorized to do business in Pennsylvania, naming as payee or oblige, as appropriate, Crawford Central School District, in an amount not less than 5% of the base proposal of the total first year contract price. Bidders are responsible for the cost of the security. No interest will be given for security checks held by the Crawford Central School District. All proposals must also be accompanied by an Agreement of Surety from a corporate surety qualified to do business in the Commonwealth of Pennsylvania, stating that it shall provide the bidder, if successful, with contract bonds as required in the contract documents. The Agreement of Surety shall be accompanied by a Power of Attorney evidencing the authority of the agent of the surety to execute the Agreement of Surety. Any proposal which is not accompanied by a security deposit and Agreement of Surety, may be rejected by the Crawford Central School District.
5. All proposals submitted are valid for acceptance by the Crawford Central School District for 90 days from the opening date. The security accompanying all bids will be returned within five (5) calendar days following signing of the contract together with all bonds, insurance and other requirements for execution of the successful bidder. In the event the successful bidder shall fail to comply in all respects with the requirements of the contract documents within the required time, the Crawford Central School District has the option of declaring the bidder in default, in which case the amount of the security shall be forwarded to the Crawford Central School District , and may, at its sole discretion, accept another proposal, or, in the alternative allowing the successful bidder additional time in which to complete such compliance at the absolute option of the Crawford Central School District.
6. 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.
7. All proposals shall include references and demonstrate a minimum of five (5) years of experience of school pupil transportation services. At least five references are preferred.
8. All questions concerning the proposal should be directed in writing via email to Business Manager on behalf of the Crawford Central School District at luke.gealy@craw.org with “RFP for Contracted Pupil Transportation” in the subject line. Responses to all questions will be emailed to all pre-proposal attendees.
9. Crawford Central School District reserves the right to negotiate prices and services after proposals are received.

### **TENTATIVE RFP TIME SCHEDULE**

Pre-Proposal Meeting: January 11, 2022, 10:00 a.m.

Deadline to Submit Questions to luke.gealy@craw.org January 14, 2022

Questions published to Pre-Proposal Attendees January 25, 2022

Proposals Due: February 8, 2022, 2:00 p.m.

Conduct Interviews with final vendors, if necessary: Feb. 15-17, 2022

Tentative Board Award of Proposal(s): March 21, 2022

### **GENERAL SPECIFICATIONS FOR PUPIL TRANSPORTATION**

1. FAMILIARIZATION
	1. Each contractor is required to examine the entire proposal, including the specifications and attachments, and to become familiar with the routes, schedules, bus stops, traffic conditions, topography, road conditions, locations of schools, including entrance driveways and exits and with all other physical facts pertinent to the performance of the work.
2. OFFICE SPACE AND TERMINAL FACILITIES
	1. The contractor is required to provide an office and a terminal facility within the Crawford Central School District boundaries, unless otherwise approved by the Crawford Central School District.
3. PHONE SUPPORT
	1. The contractor agrees to annually provide and bear the full cost of phone support to the Crawford Central School District. This support must include a minimum of two (2) separate phones and an automated answering system as a backup when both phones are busy. The contractor shall promptly reply to all messages accumulated on the automated answering system.
	2. Contractor must provide a dedicated, private, unlisted telephone line for the exclusive use by the Crawford Central School District Superintendent or Superintendent’s designee. The 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.
	3. 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.
4. MANAGEMENT OF EMPLOYEES
	1. 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.
5. SUPERVISION

## The contractor shall provide a qualified supervisor and staff of employees. The supervisor must be an approved 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 Crawford Central School District Superintendent or Superintendent’s designee to ensure a safe and efficient transportation system.

## Contractor will agree to make the supervisor and staff available to the Crawford Central School District for community and parent related inquiries upon request and notice of the Crawford Central School District.

## 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.

## School transportation contractors are responsible for the behavior and actions of their employees, particularly with regard to adherence to the transportation policies and regulations of the Crawford Central 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 Crawford Central School District, operate as cause for the termination of a contract for the transportation of school pupils. A copy of the District’s bus discipline report form is included in this document.

## 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 Crawford Central School District seeking directions are unacceptable and will be limited to trips rescheduled due to Crawford Central School District’s request.

## The Contractor shall provide, within thirty (30) business days of any request, those reports and records which may be reasonably be requested by the District pertaining to students, routes stops, mileage audits, and other information having to do with daily operations. In reviewing Contractor’s records, District shall protect the confidentiality of the Contractor’s proprietary or confidential information included in the data provided, to the extent authorized by the Pennsylvania Right-to-Know Law.

1. DRIVERS

## It is the intention of the Crawford Central 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 daily and for assigned fieldtrips and extracurricular tips.

## 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.

## Drivers will have physical examinations provided at the expense of the driver or contractor.

## 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 Crawford Central School District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the Crawford Central School District. All proposals should include a description of the drug testing program.

## The contractor agrees to submit a list of certified drivers by August 1set 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 Crawford Central 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 Crawford Central School District with proper Certification for all drivers. Photocopies shall be provided for the following:

## CDL or Class C Driver’s License

## CDL endorsement Card, if applicable

## Bus or Non-CDL Van Driver Physical Examination Form

## DL-713 Certificate of Completion for a New Driver, if applicable

## DL-714 Training Report Form, if applicable

## DL-742 Medical Card, if applicable

## DL-503 Motor Vehicle Report

## Act 34, Pennsylvania State Police Criminal Record Check

## Act 151, Child Abuse Clearance

## Act 114, FBI Fingerprint Report

## Act 24, PDE Form 6004, Arrest/Conviction Report & Certification Form

## Act 126, Mandatory Training for Child Abuse Recognition & Reporting

## 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 Crawford Central School District that the rate of driver turnover be minimal.

## All personnel, including drivers, assigned to perform under the contract shall be subject to approval by the Crawford Central School District prior to being assigned by the contractor. The Crawford Central 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.

## The contractor will comply with the written request of the Crawford Central School District to remove any school bus driver who, in the Crawford Central School District’s sole 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.

## The Contractor is to have procedures in place to immediately notify the School District of any additional charges or convictions of a criminal offense by any of the Contractor’s drivers.

## The contractor shall give consideration of employment to any individual driving a Crawford Central School District route as of March 15, 2022.

## The contractor may not prevent or restrict in any way contractor’s employees from seeking employment with any other present or future Crawford Central School District transportation contractor.

1. 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.

1. VEHICLES PROVIDED

## 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.

## 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 Crawford Central 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.

## 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.

## The contractor shall furnish daily interior cleaning and disinfecting. 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.

## The Contractor will have methods and procedures in place to ensure that all vehicles have accurate and up-to-date seating charts located in the vehicle and on file with the School District’s office.

## Vandalism, including damage to Contractor’s vehicles and equipment, shall be the sole responsibility of the Contractor.

## The Contractor will have an individual designated as a Dispatcher for each day the Contract is in place. This designee will be responsible for all communication with the School District while the Contractor’s vehicles are in use.

## Contractor shall designate an individual employee who will be the Contractor’s liaison to the School District. Said liaison shall be further designated as a crisis management contact person for emergency contact with the School District. Prior to the start of the School District’s school year, Contractor shall inform the School District of the name, contact telephone number, and address of the liaison described above.

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

## 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 seven (7) 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 seven (7) 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 Crawford Central School District shall be notified in writing when use of spare vehicles occurs.

## The age of the vehicle will be determined by subtracting the model year from the first half of the school year. Example: a 2013 model would be deemed to be eight years old in the 2021-2022 school year.

## 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.

## Eleven (11) full size buses and mini busses assigned to regular Crawford Central School District “to and from” routes will have the words “CRAWFORD CENTRAL 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, and the identification number shall be placed on the roof of the bus with 60-inch numbering. Magnets with 5-inch tall identification numbers must be available and used for all spare vehicles.

* 1. Non-CDL vans assigned to regular Crawford Central School District “to and from” routes will have the words “CRAWFORD CENTRAL SCHOOL DISTRICT” placed on both sides of the bus with 4-inch tall lettering, a 4-inch tall identification number shall be placed on all four (4) sides of the vehicle. Magnets with 4-inch tall identification numbers must be available and used for all space vans. All spare vehicles utilized for student transportation within the Crawford Central School District shall be required to display the words “CRAWFORD CENTRAL SCHOOL DISTRICT” and vehicle number either permanently or through the use of magnetic signage.
	2. The School District reserves the right to increase or decrease the number of vehicles included in a Contract. In the event that the School District decreases the number of vehicles, Contractor shall not be entitled to any damages as a result of said decrease.
1. SAFETY PRECAUTIONS
	1. The Contractor shall require all drivers to comply with the following safety precautions:
		1. All traffic regulations must be observed at all times.
		2. Contractor must follow District guidelines related to special circumstances or seating requirements.
		3. Each driver is expected to remain with the bus at all times whether at a school building or on the route.
		4. 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.
		5. 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 Crawford Central School District and/or sending school district.
		6. All children riding on school buses must be transported to their designated stops.
		7. Pupils shall be taken on and discharged from the bus only at the designated stops and at the extreme right of the road when applicable. No pupils shall be permitted to get on or off the bus while it is in motion. No school bus operator shall allow traffic to proceed until after each child discharged from the bus has reached a place of safety.
		8. 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.
		9. Use of tobacco products, drugs, or alcoholic beverages in the buses or on school property is prohibited at all times. Consuming alcoholic beverages and /or drugs prior to driving any school bus is prohibited. Contractors will enforce Crawford Central School Distractor sending school district policies including the requirement that there is no smoking or use of tobacco products of any kind allowed at any time on school buses used by the Crawford Central School District.
		10. In the event the Crawford Central 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 Crawford Central School District funded safety enhancements. Any costs for the initial purchase, installation, and training of safety enhancements will be the responsibility of the Crawford Central School District. Upon installation the contractor shall assume ongoing financial responsibility, training, and upkeep of the safety enhancements.
2. FUEL
	1. Fuel shall be furnished by Crawford Central School District used by the contractor exclusively for transportation of Crawford Central School District pupils pursuant to the terms and conditions of this agreement, unless prior approval is requested by the contractor and received. The contractor shall maintain accurate usage records via a key control system or other means approved by Crawford Central School District.
	2. The contractor is responsible to purchase, rent, or otherwise provide storage and filling facilities, at contractor’s expense, for fuel purchased by Crawford Central School District.

**c.** Fuel reconciliation: The fuel reconciliation process is as follows:

Contractor is allocated a maximum number of gallons of fuel annually based on an average of 7.5 miles per gallon per vehicle. (Base gallons)

Fuel allocation is increased or decreased with a formula (additional buses/field trips/athletic trips): Number of actual miles/7.5 miles per gallon = Additional gallons per year

1. Crawford Central School District reserves the right to examine and inspect without penalty and at reasonable times all contractor records and equipment to ensure compliance herewith.
2. BUS ROUTES AND BUS STOPS
	1. Bus routes shall maximize the state transportation reimbursement formula including ridership, age, and minimal empty mileage while being mindful of student ride time. All bus stops must be approved by the Crawford Central School District prior to utilization.
	2. Crawford Central School District shall schedule all routes, in keeping with safety to school children, to deliver students within a reasonable time prior to the opening of the various schools, and to return the students to their respective bus stops within a reasonable time after the close of the school day. Student bus rides for routes within Crawford Central School District boundaries to Crawford Central School District buildings should not exceed 60 minutes. Student bus rides for routes within Crawford Central School District boundaries to non-Crawford Central School District buildings (e.g. parochial and charter schools) should not exceed 90 minutes.
	3. Bus routes and bus stops shall be prepared by Crawford Central School District. The Contractor will assist with the redistricting of any attendance areas during the term of the contract.
	4. An operating time schedule for each building shall be provided by the Crawford Central School District. The schedule shall designate the time and place of all bus stops, both morning and evening. These 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 Crawford Central School District.
	5. 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 Crawford Central School District log of driver runs prior to the commencement of the school year.
	6. In the case of an emergency, any deviation of established routes shall be reported promptly to the Superintendent or Superintendent’s designee.
	7. The Crawford Central 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.
		1. The Crawford Central School District reserves the right to add or delete bus routes.
		2. Schedule A provides information on the routes and the number of students that were scheduled in the Crawford Central School District as of 2021-2022 (Base Price). The cost of additional bus runs or credit for deletions will be discussed between the contractor and the Crawford Central School District based on the proposal and contract on an annual basis using the bus and tier cost as outlined in the proposal.
		3. The contractor is highly encouraged to provide “state formula” based pricing. The method of calculation is attached to this document under Schedule C.
	8. EVALUTION CRITERIA (CONRACTORS ARE ENCOURAGED TO ADDRESS EACH ITEM IN THEIR PROPOSAL
		1. COST OF PROPOSAL (35%)
		2. PREVIOUS EXPERIENCE – overall service record (20%), references
		3. SAFETY RECORD (15%)
		4. MAINTENANCE OF VEHICLES (15%)
		5. DRIVER TRAINING PROGRAM (15%)
	9. TWO-WAY RADIOS
		1. 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 two (2) base station radios, two (2) portable radios, and two (2) vehicle installed radios to the Crawford Central School District for monitoring purposes and emergency response purposes. It shall be the contractor’s responsibility to service and maintain all radios provided to Crawford Central School District.
3. (Alternate #4 – Optional) Contractors may submit an alternate communication plan that may be different than the model proposed in the RFP.
	1. PUPIL SUPERVISION
		1. The Crawford Central School District delegates to the contractor the necessary authority to supervise and control students on buses and Non-CDL vans in accordance with Crawford Central 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 within 24 hours.
		2. The contractor will utilize a digital surveillance system as a means to supervise bus students and to augment the written student misconduct report.
		3. 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 Crawford Central 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.
		4. 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.
4. DIGITAL SURVEILLANCE SYSTEMS
	1. 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 Crawford Central School District. The digital surveillance systems should be inspected on a monthly basis with reports provided to the Crawford Central 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.
	2. The Superintendent or Superintendent’s designees shall authorize observation of the surveillance recording when state and federal laws permit it and authorize it. The Superintendent or Superintendent’s designees shall be provided with the capability of retrieving surveillance footage via remote access directly from the digital surveillance systems. 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. Sufficient licenses shall be provided for Crawford Central School District remote access.
	3. The contractor and Crawford Central 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. Signage shall be visible within all vehicles.
5. STUDENTS WITH SPECIAL NEEDS
6. Drivers assigned to transport disabled, special education, and early intervention program students shall be given special training concerning the techniques of handling such children. The Crawford Central School District reserves the right to place its own personnel on these vehicles to assist these students for physical, emotional, or disciplinary reasons. The District will dictate the number of special education students on a bus or van or on any other vehicle.
7. In making the award, the District will take into consideration factors including, but not limited to, the following:

1. Proposer’s experience in special education passenger vehicle operations, to include the transportation of students and students with physical, mental or emotional disabilities.

2. Proposer’s driver training program related to special education students.

3. Proposer’s training specific to different types of disabilities, e.g. behavioral training for students with disabilities that impact behavior such as Autism and Emotional Disturbance.

1. It is important to note that the District desires to offer passenger vehicle transportation to special education students. The number of students can vary frequently, depending on need. There may be the need to transport non-ambulatory students. Transportation requirements may also include:
2. A. Mid-day transportation may be required for minimum days, local field trips, and other events. B. Wheel chair stations may be required. C. The window for drop off and pick up is fifteen (15) minutes before the AM (morning) bell time and fifteen (15) minutes after the PM (afternoon) bell time. D. Upon arrival at school, students may not leave the vehicle until the student’s teacher or aide is present to receive the student at the school site. E. Upon arrival at home or daycare, students may not leave the vehicle until a parent, guardian, or authorized daycare provider is there to receive the student at the home, group home, or daycare facility. F. Restraints must be properly installed in vehicles and drivers trained on use of restraints. G. Students may need adult assistance with buckling a seatbelt/restraint/harness. H. Should the provider no longer want to continue transporting a student, they will allow the LEA a minimum of 7 days to find an alternate provider. I. Provider will provide transportation to students in any type of working wheelchair J. The successful Proposer must be able to provide appropriate vehicles with lift-gates and other modifications necessary to safely transport such students.
3. DRIVER UNIFORMS
	1. All drivers must be outfitted in a company labeled garment 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. School District will issue badges. Drivers must be professionally dressed.
4. DRIVER TRAINING
	1. 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. At minimum the training shall include monthly training meetings on the topics to include: Non-violent crisis intervention training, 5-point harness training, and training related to transporting and communication with special education students.
	2. 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 once a year 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.
5. GPS SYSTEMS
	1. All vehicles shall be equipped with GPS systems. The Crawford Central School District will be supplied with software to monitor the location of each vehicle at any time.
6. SPEAKER/INTERCOM SYSTEMS
	1. All buses will be equipped with intercom systems with hands free use by the driver to communicate with children. Contractor to identify the system to be used.
7. STROBE LIGHTS
	1. All buses will be equipped with roof top strobe lights that comply with manufacturer recommendations.
8. RIGHT TO CONTRACT WITH OTHERS
	1. The Crawford Central 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.
9. SCHOOL CANCELLATION OR DELAYED START OF SCHOOL
	1. The Superintendent or Superintendent’s designee shall have the sole responsibility of altering, delaying or canceling bus service during inclement weather, staffing shortages, or any other reason deemed appropriate by the District. This includes changes to instruction from in-person to virtual when no transportation is required. The contractor shall be responsible for physically examining bus routes and agrees to advise the Crawford Central School District. The contractor further agrees to abide by the decision of the Superintendent or Superintendent’s designee and operate on the designated schedules and routes.
10. REGULATIONS AND COMPLIANCE
	1. 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 Crawford Central School District.
11. INDEPENDENT CONTRACTOR
	1. 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 Crawford Central 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 Crawford Central 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 Crawford Central School District, and no such person shall be entitled to any benefit available or granted to employees of the Crawford Central School District.
	2. 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.
12. NON-TRANSFERABLE CONTRACT
	1. 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 Crawford Central School District.
13. TERM
	1. The contract will commence on July 1, 2022 and continue for a five (5) year term with an option by the Crawford Central 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 Crawford Central Board of School Directors. Should the Crawford Central 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. Parties may mutually agree to extend this contract for an additional two years. Costs may not exceed the change in the Act 1 index.
14. PERFORMANCE BOND AND CONTRACT
	1. If an award is made by the school district the successful contractor shall within ten days after notification of the award enter into a written contact with the school district.
	2. Upon award of a contract the contractor shall provide, annually, a Performance Bond in the amount of one-hundred percent (100%) of the current-year contract price. (For the first year of the contract, the Performance Bond would guarantee 100% of the contract price as stated in the proposal for Year 1--2022-2023; for the second year, the Performance Bond would guarantee 100% of the contract price as stated in the proposal for Year 2--2023-2024, and so on.)
	3. For the first year of the contract, the contractor shall deliver the required bond to the Crawford Central School District not later than five days following the date the Contract is entered into, or if the work is to be commenced prior thereto in response to a letter of intent, the contractor shall, prior to the commencement of the work, submit evidence satisfactory to the Crawford Central School District that such bond will be furnished. Annually thereafter, the contractor shall deliver the required bond not later than five days before the commencement of the start of the next year of the contract.
	4. The Contractor shall require the attorney-in-fact, who executes the required bond on behalf of the surety, to affix a certified and current copy of the power of attorney to the bond.
	5. The cost of the bond furnished hereunder shall be included in the contract sum.
	6. Upon the request of the Crawford Central School District any person appearing to be a potential beneficiary of the bond covering payment of obligations arising under the contract, the contractor shall promptly furnish a copy of the bond or shall permit a copy to be made.
	7. If any Surety hereunder makes any assignment for the benefit of creditors or commits any act of bankruptcy, or is declared bankrupt, or files a voluntary petition for bankruptcy, or in the reasonable opinion of the Crawford Central School District is insolvent, or if the bond company ceases to do business or is no longer authorized to do business in Pennsylvania, the contractor shall immediately furnish and maintain another Surety, satisfactory to the Crawford Central School District , in addition to insurance or bond required by this agreement, without the written consent of the other, then the party failing to so purchase or maintain such insurance or bond shall pay all costs incurred by the other party, including, but not limited to, reasonable attorney’s fees.
15. FORFEITURE
	1. 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 Crawford Central School District may cancel the contract without prior notice and procure services elsewhere. The Crawford Central School District may also at its sole discretion offset subsequent payments and/ or call for the forfeiture of the Performance Bond.
	2. 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 Crawford Central School District be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of an invoice by the Crawford Central School District, pay the additional cost to the Crawford Central School District of obtaining the transportation services above the contractual rate in effect between the contractor and the Crawford Central 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 Crawford Central School District, the Contractor shall pay to the Crawford Central School District, in addition to any other accounts payable hereunder, additional administrative costs to the Crawford Central School Districting the amount of two hundred dollars ($200.00) per day to be deducted from the next payment to the Contractor.
16. PAYMENT
	1. The Crawford Central 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 Crawford Central School District.
	2. The Contractor will provide the Crawford Central School District annually, by October 31 each year, a billing report that reflects the base rate for every vehicle; mileage charges with actual miles driven and number of excess miles delineated, layover charge if any, and total daily and annual costs. The Crawford Central School District will pay the 1/10 billing rate of the previous year during September, October and November of each subsequent year of the contract. The new rates are to be provided by the Contractor to the Crawford Central School District and Crawford Central School District will have the new rates approved by the Board of School Directors at a regularly scheduled meeting.
17. MONTHLY REPORTING
	1. In order for Crawford Central School District to compute sample averages calculations required by the Pennsylvania Department of Education, the following reports shall be submitted to Crawford Central 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 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. In addition, the contractor shall submit each month student rosters the names of students assigned to each vehicle in order to verify the maximum number of students transported daily, inclusive of all public and private school students. All mileage sheets and student rosters should be generated on the same day each month.
18. INSURANCE
	1. The contractor agrees that, prior to the effective date of the contract, said contractor will file with the Crawford Central 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 Crawford Central 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.
	2. The contractor will, at contractor’s expense and prior to the effective date of the contract, provide the Crawford Central School District with valid and proof of insurance 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 Crawford Central 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.
	3. Workers’ 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 Crawford Central 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.
	4. 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 Crawford Central School District.
	5. Each party will immediately notify the other as soon as possible not to exceed 24 hours of any accident or condition which arises out of or touches upon the work performed by the contractor on Crawford Central School District business, so as to handle potential problems on a timely basis in the best interest of both parties.
	6. The contractor should provide proof of insurance for the contractor’s depot and fueling facilities.
	7. All insurance policies shall be endorsed to provide a waiver of subrogation rights in favor of Crawford Central School District, its subsidiaries and affiliates for activities and operations covered by this agreement.
	8. 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.
19. INDEMNIFICATION
	1. In addition to the insurance requirements included as part of the specifications, the contractor shall also defend, indemnify and hold harmless the Crawford Central 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 Crawford Central 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 Crawford Central School District representatives with respect to the performance of the contract.
20. DISCRIMINATION PROHIBITED
	1. Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the contractor agrees that:
		1. 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, sexual orientation, 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;
		2. This contract may be cancelled or terminated by the Crawford Central School District and all money due or to become due hereunder may be forfeited for a violation of the terms or conditions of the contract.
21. HUMAN RELATIONS ACT
	1. 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.
22. AWARD
	1. The Crawford Central School District will not be required to make an award entirely on the basis of the lowest proposal in dollars and reserves the right to reject any and all proposals and/or to modify the terms of the proposals to protect the interests of the Crawford Central School District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the Crawford Central School District. The Board shall consider all matters arising out of this contract not specifically provided for therein.
23. CORRECTIVE ACTION
	1. The contractor recognizes that pupil transportation services is a highly visible endeavor that materially impacts the public perception of the Crawford Central School District. The contractor further agrees that it is difficult to quantify the harm the Crawford Central School District may suffer as a result of poor service. Therefore, the contractor agrees that Crawford Central School District has the right to demand corrective action plans, presented to the School District in writing, and agrees to work with the school district until the district considers the matter resolved
	2. It is specifically agreed that the assessment of a corrective action plan shall in no way limit the Crawford Central School District’s ability to terminate this agreement as otherwise provided due to habitual poor service.

## SUPPLEMENTAL INFORMATION

## Attach proposal shall include the following information:

## Client list comprised of PA school districts; include name of school district, contact information, student enrollment, number of buses, number of bus routes, and years of service to that district.

## Proof that the contractor is financially solvent: submit most five most recent annual financial statements with comparison statements from previous years.

Crawford Central School District

Schedule A

****

### **SCHEDULE B**

**Crawford Central School District**

## Schedule of Insurance Values

Contractor shall furnish a certificate of insurance naming the Crawford Central 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

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**

1. Vehicle Allowance

**PDE Vehicle Formula Allowance Worksheet Contracted Service**

Basic Allowance:

11 or more Pupil Seating Capacity = $540

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

Additional Allowance

Pupil Seating Capacity

Age of Bus\* Rate (prior to modifications)

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| 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)

## Mileage Allowance

 X X X $0.23 = (2) Approved Daily Number of Approved Annual

Miles Days Miles

## Utilized Passenger Capacity Miles (UPCM) Allowance

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

Approved Greatest # UPCMs Annual Miles Pupils

Assigned to Ride at Any One Time

|  |  |
| --- | --- |
| **4. Layover or Congested Hours Allowance** |  |
|  X X X $3.00 Approved Hours Number of Annual HoursPer Day Days | = |  (2) |
| Total 1 + 2 + 3 + 4 | = |   |
| X Cost Index | = |   |
| Total Formula Allowance | = |   |
|  |  |  |

Notes:

# CRAWFORD CENTRAL SCHOOL DISTRICT

## PROPOSAL FOR CONTRACTED PUPIL TRANSPORTATION

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

|  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- |
|  | **YEAR 1 (2022-2023)** | **YEAR 2 (2023-2024)** | **YEAR 3 (2024-2025)** | **YEAR 4 (2025-2026)** | **YEAR 5 (2026-2027)** |
| **COST TO DUPLICATE EXISTING PROGRAM (SCHEDULE A)** |  |  |  |  |  |
| DAILY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST TO ADD (SUBTRACT) FULL SIZE BUS FROM PROGRAM** |  |  |  |  |  |
| DAILY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST TO ADD (SUBTRACT) MINI BUS FROM PROGRAM** |  |  |  |  |  |
| DAILY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST TO ADD (SUBTRACT) WHEELCHAIR ACCESSIBLE BUS FROM PROGRAM** |  |  |  |  |  |
| DAILY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST TO ADD (SUBTRACT) NON-CDL VAN FROM PROGRAM** |  |  |  |  |  |
| DAILY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST FOR BUS/VAN AIDE** |  |  |  |  |  |
| HOURLY RATE | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **EXTRA—CURRICULAR** **RUN COST (WITH DRIVER)** |  |  |  |  |  |
| PER MILE | **$**  | **$**  | **$**  | **$**  | **$**  |
| PER HOUR | **$**  | **$**  | **$**  | **$**  | **$**  |
|  |  |  |  |  |  |
| **COST TO (SUBTRACT) PERFORMANCE BOND REQUIREMENT** | **$**  | **$**  | **$**  | **$**  | **$**  |

 Please indicate past use or possession of the following:

Commercially Licensed Route Planning Software(s) Commercially Licensed Digital Surveillance System

Commercially Licensed GPS Tracking Commercially Licensed Two-Way Radio System

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

The following alternate prices should be included with each proposal. If the contractor does not wish to submit a proposal for the alternate, they must note that of their proposal.

## Alternate #11: An alternate proposal should be submitted to supply a minimum of seventy-five percent (75%) of the vehicles assigned to regular daily routes shall be powered by propane or Compressed Natural Gas (CNG).

##  Add or subtract cost per day: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (please include description of program)

The undersigned herby proposes to furnish pupil transportation for the Crawford Central 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.

(INDIVIDUAL PRINCIPAL)

WITNESS:

 (Seal) Signature of Individual

Trading and doing business as

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (PARTNERSHIP PRINCIPAL)

WITNESS:

Name of Partnership

By: (Seal) Partner

By: (Seal) Partner

By: (Seal) Partner

By: (Seal) Partner

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (CORPORATION PRINCIPAL)

ATTEST:

(Secretary) (CORPORATE SEAL)

Name of Corporation

By: (Vice) President

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

Contact Name Title

Address

Phone Email

### **PERFORMANCE and PAYMENT BOND**

Bond No.: Amount: $

 , as principal ( the “Contractor”), and

 , as surety (the ”Surety”), are firmly bound to

CRAWFORD CENTRAL SCHOOL DISTRICT

As oblige (hereinafter called the “Owner”), in the sum of Dollars ($ ), for the payment in which we bind ourselves, our heirs, executors, legal representatives, successors and assigns, jointly and severally, by this Bond.

WITNESSETH THAT:

WHEREAS, The Principal has executed and concurrently with the delivery of this Bond to the Owner will deliver to the Owner the Agreement dated

 , 20 (the "Contract") for performance of the

 Work in accordance with a certain proposal dated

 , 20 made by the Principal to the Owner, which proposal has been accepted by the Owner pursuant to Plans, Specifications, and other documents constituting the contract documents which are incorporated into said Proposal by reference (the "Contract Documents"), and

WHEREAS, it is one of the conditions of the award by the Owner and of the Contract Documents that this Bond shall be executed and delivered to the Owner with respect to the performance of such work.

NOW, THEREFORE, the condition of this Bond shall be such that:

1. If the Principal shall well, truly and faithfully comply with and perform the Contract in accordance with the Contract Documents, at the time and in the manner provided in the Contract and in the Contract Documents, and if the Principal shall satisfy all claims and demands incurred in or related to the performance of the Contract by the Principal or growing out of the performance of the Contract by the Principal, and if the Principal shall indemnify completely and shall save harmless the Owner from any and all costs and damages which the Owner may sustain or suffer by reason of the failure of the Principal to do so, and all costs and expenses which the Owner may incur by reason of any such default or failure of the Principal, then this Paragraph A of this Bond shall be void, otherwise, this Paragraph A of this Bond shall be and shall remain in force and effect.
2. If the Principal and all sub-contractors employed by the Principal and to whom any portion of the work under the Contract shall be sublet, and if all assignees of the Principal and of such sub- contractors, promptly shall pay or shall cause to be paid all monies which may be due any person, association, partnership and/or corporation for all labor performed, services rendered, equipment rented and materials furnished in the performance of the work in accordance with the Contract, including any amendment, extension or addition thereto, whether such labor, service, material and/or equipment shall have entered into and become component parts of the work and improvements contemplated to be performed under the Contract, in accordance with the Contract Documents, or in any amendment, extension or addition to the Contract and/or to the Contract Documents, then Paragraph B of this Bond shall be void, otherwise, this Paragraph B of this Bond shall be and shall remain in force and effect.
3. If the Principal shall remedy, without cost to the Owner, all defects which may develop during a period of five (5) years from the date of completion by the Principal and acceptance by the Owner of the work to be performed under the Contract in accordance with the Contract Documents, which defects, in the sole judgment of the Owner, shall be caused by or shall result from defective or inferior materials or workmanship, then this paragraph C of this Bond shall be void; otherwise, this Paragraph C of this Bond shall be and shall remain in force and effect.
4. The Principal and Surety agree that any person, association, partnership and/or corporation who shall have performed labor, rendered services, furnished materials or rented equipment required in the performance of the work under the Contract in accordance with the Contract Documents, who shall not have been paid, as provided in Section 756 of the Pennsylvania Public School Code of 1949, approved March 10, 1949, P.L. 30, Article VII, as amended and supplemented may sue in assumpsit on this Bond in the name of the School District for his, their, or its use, and prosecute the same to final judgment for such sum or sums as may be justly due him, them, or it, and have execution thereon. The Crawford Central School District shall not be liable for the payment of any costs or expenses of any suit.
5. The Surety shall not be liable upon this Bond for any damages and/or compensation recoverable under any workmen's compensation or employer's liability statute.
6. The Principal and Surety Agree that any alterations, changes or additions to the Contract Documents, and/or any alterations, changes or additions to the work to be performed under this Contract in accordance with the Contract Documents, and/or any alterations, changes or additions to the Contract, and/or any giving by the Owner of any extensions of time for the performance of the Contract in accordance with the Contract Documents, and/or any act of forbearance of either the Principal or the Owner toward the other with respect to the Contract Documents and the Contract, and/or the reduction of any percentage to be retained by the Owner as permitted by the Contract Documents and by the Contract, shall not release, in any manner whatsoever, the Principal and the Surety or either of them, or their heirs, executors, administrators, successors and assigns, from liability under this Bond; and the Surety, for value received, does waive notice of any such alterations, changes, additions, extensions of time, acts of forbearance and/or reduction of retained percentage.
7. The Principal and Surety agree that in case of default in and/or any action arising out of this Bond, the Owner or any person, association, partnership, and/or corporation who shall be entitled to institute and maintain an action upon this Bond, as above provided, may use, for the purpose of the establishment of the claim, a copy of this Bond, duly certified by the Owner to be true and correct; and the principal and the Surety agree that any action instituted upon any part of this Bond shall not be a bar to any subsequent action upon the same part or any other part of this Bond.
8. This Bond is executed and delivered under the subject to the Act.

IN WITNESS WHEREOF, The Principal and the Surety cause this Bond to be signed, sealed, and delivered this day of , 20 .

(INDIVIDUAL PRINCIPAL)

WITNESS:

 (Seal) Signature of Individual

Trading and doing business as

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\* (PARTNERSHIP PRINCIPAL)

WITNESS:

Name of Partnership

By: (Seal) Partner

By: (Seal) Partner

By: (Seal) Partner

By: (Seal) Partner

\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*\*

(CORPORATION PRINCIPAL)

ATTEST:

(Secretary)

(CORPORATE SEAL)

Or (If Appropriate)

Name of Corporation

By:

(Vice) President

Name of Corporation

WITNESS:

\*By: Authorized Representative

\*Attach appropriate proof, dated as of the same date as the Bond, evidencing authority to execute in behalf of the corporation.

(CORPORATION SURETY)

Name of Corporation

Witness:

\*\*By:

Attorney-in-Fact

(CORPORATE SEAL)

\*\*Attach appropriate Power-of-Attorney, dated as of the same date as the Bond, evidencing the authority of the Attorney-in-Fact to act in behalf of the corporation.

### **INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT**

1. This non-collusion affidavit is material to any contract awarded pursuant to this bid. 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 bids.
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 bid.
3. Bid rigging and other efforts to restrain competition and the making of false sworn statements in connection with the submission of bids 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 bid.
4. In the case of a bid submitted by a joint venture, each party to the venture must be identified in the bid documents, and an Affidavit must be submitted separately on behalf of each party.
5. The term “complimentary bid” as used in the Affidavit has the meaning commonly associated with that term in the bidding process and includes the knowing submission of bids higher than the bid of another firm. Any intentionally high or noncompetitive bid and any other form of bid 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 bid.

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 bidder that has submitted that attached Bid.

I state that:

1. The price(s) and amount of this bid have been arrived at independently and without consultation, communication or agreement with any other contractor, bidder or potential bidder.
2. Neither the price(s) nor the amount of this bid, and neither the approximate price(s) nor approximate amount of this bid, have been disclosed to any other firm or person who is a bidder or potential bidder, and they will not be disclosed before bid opening.
3. No attempt has been made or will be made to induce any firm or person to refrain from bidding on this contract, or to submit a bid higher than this bid, or to submit any intentionally high or noncompetitive bid or other form of complementary bid.
4. The bid 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 bid.
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 Crawford Central School Districting awarding the contract(s) for which this bid is submitted. I understand, and my firm understands that any misstatement in this affidavit is and shall be treated as fraudulent concealment form Crawford Central School District of the true facts relating to the submission of bids for this contract.

(Signature, Name & Company Position)

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

TITLE:

ADDENDUM A

Schedule B

Schedule of Insurance Values

Bidder may offer an add/deduct according to the insurance values below.

Bodily Injury – aggregate - $2,000,000, per occurrence – $1,000,000

Property Damage – aggregate - $2,000,000, per occurrence – $1,000,000

Commercial General Liability – aggregate – $2,000,000, per occurrence – $1,000,000

Excess/Umbrella Coverage of at least $5,000,000

Add/(Deduct)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM B

Bidder may offer an alternative add/deduct according to the percentages listed below.

1. VEHICLES PROVIDED

## The Contractor shall maintain a minimum of ten percent (10%) of each type of school bus utilized and fifteen percent (15%) of each type of Non-CDL van utilized for the daily transportation of students dedicated exclusively to Crawford Central 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.

Add/(Deduct) $\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_