

QUAKERTOWN COMMUNITY SCHOOL DISTRICT

REQUEST FOR PROPOSAL CONTRACTED PUPIL TRANSPORTATION

The Quakertown Community School District is located in Upper Bucks County, serves the townships of Haycock, Milford and Richland, and the boroughs of Quakertown, Richlandtown and Trumbauersville.

The District is in the process of discussion potential redistricting. All bidders should be aware that this process has begun.

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 Quakertown Community School District. The primary obligation of the contractor is to operate in a way that Quakertown Community 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 Quakertown Community 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 Quakertown Community 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 Quakertown Community School District will be received until **February 4, 2021, 10:00 a.m.**

**SEALED PROPOSAL FOR CONTRACTED PUPIL TRANSPORTATION
QUAKERTOWN COMMUNITY SCHOOL DISTRICT ADMINISTRATIVE
OFFICES**

**ATTN: ZACH SCHOCH, CHIEF OPERATING OFFICER
QUAKERTOWN COMMUNITY SCHOOL DISTRICT
100 COMMERCE DRIVE
QUAKERTOWN, PA 18951**

2. All interested parties must attend a mandatory meeting at which time Quakertown Community School District personnel will be available to answer questions regarding the proposal. The meeting is scheduled for **10:00 a.m., January 8, 2021. Due to the pandemic, this will be a virtual meeting.** Please visit the District website (www.qcsd.org) for instructions to obtain the Zoom meeting link. Failure to attend the mandatory meeting will result in your proposal not being opened or considered.
3. All proposals shall be submitted on the proposal form supplied by the Quakertown Community 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 Quakertown Community School District.
4. 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
QUAKERTOWN COMMUNITY SCHOOL DISTRICT
PROPOSER'S NAME
ADDRESS**

5. 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:
 - a. Sealed Proposal for Contracted Pupil Transportation:
 - i. **Quakertown Community School District Administrative Offices,
Attn: Zach Schoch, Chief Operating Officer
100 Commerce Drive Quakertown, PA 18951.**
 - ii. 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 Quakertown Community 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.
6. 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 Quakertown Community 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 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.
 - e. Limited liability companies may submit proposals.
7. Each proposal must include a properly executed Non-Collusion Affidavit.
8. 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. PERFORMANCE AND PAYMENT BOND
 - g. COMPLETED NON-COLLUSION AFFIDAVIT FORM
9. 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 obligee, as appropriate, Quakertown Community 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 Quakertown Community 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 Quakertown Community School District.

10. All proposals submitted are valid for acceptance by the Quakertown Community 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 Quakertown Community School District has the option of declaring the bidder in default, in which case the amount of the security shall be forwarded to the Quakertown Community 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 Quakertown Community School District.
11. 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.
12. 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.
13. All questions concerning the proposal should be directed in writing via email to Zach Schoch, Chief Operating Officer on behalf of the Quakertown Community School District at zschoch@qcsd.org with "RFP for Contracted Pupil Transportation" in the subject line. Responses to all questions will be emailed to all pre-proposal attendees.
14. Quakertown Community School District reserves the right to negotiate prices and services after proposals are received.

TENTATIVE RFP TIME SCHEDULE

Pre-Proposal Meeting: January 8, 2021, 10:00 a.m.
Proposals Due: February 4, 2021, 10:00 a.m.
Conduct Interviews with final vendors, if necessary: Feb. 11, 2021
Tentative Board Award of Proposal(s): March 11, 2021

GENERAL SPECIFICATIONS FOR PUPIL TRANSPORTATION

1. FAMILIARIZATION

- a. 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

- a. The contractor is required to provide an office and a terminal facility within the Quakertown Community School District boundaries, unless otherwise approved by the Quakertown Community School District.

3. PHONE SUPPORT

- a. The contractor agrees to annually provide and bear the full cost of phone support to the Quakertown Community 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.
- b. Contractor must provide a dedicated, private, unlisted telephone line for the exclusive use by the Quakertown Community 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.
- c. 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

- 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.

5. SUPERVISION

- a. 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 Quakertown Community 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 Quakertown Community School District for community and parent related inquiries upon request and notice of the Quakertown Community 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. 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 Quakertown Community 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 Quakertown Community 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.
- 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 Quakertown Community School District seeking directions are unacceptable and will be limited to trips rescheduled due to Quakertown Community School District's request.

6. DRIVERS

- a. It is the intention of the Quakertown Community 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 fieldtrips 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 Quakertown Community School District policies pertaining to drug and alcohol testing of drivers and related personnel who provide student transportation services for the Quakertown Community School District. All proposals should include a description of the drug testing program.
- 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 Quakertown Community School District. Inclusion on the list shall be certification of compliance with all requirements. No uncertified driver may drive under any circumstances.
- f. Upon initial contract award and prior to the start of any new or additional drivers, the Contractor shall furnish Quakertown Community 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
- 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 Quakertown Community 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 Quakertown Community School District prior to being assigned by the contractor. The Quakertown Community 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 Quakertown Community School District to remove any school bus driver who, in the Quakertown Community 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.
- j. The contractor shall give consideration of employment to any individual driving a Quakertown Community School District route as of March 15, 2021.
- k. The contractor may not prevent or restrict in any way contractor's employees from seeking employment with any other present or future Quakertown Community School District transportation contractor.

Please consider the following language:

“Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder. However, Quakertown Community School District shall have the right to request Contractor to remove from service to Quakertown Community School District any employee who, in Quakertown Community School District's sole discretion, is deemed unsuitable for the performance of transportation services for Quakertown Community School District; provided that Quakertown Community School District shall make such request in writing, state the reasons therefore and include any supporting documentation, and provided further that such request does not violate applicable local, state or federal laws, rules or regulations. Unless prohibited by law, Quakertown Community School District shall indemnify, defend, and hold Contractor harmless from and against all claims, expenses, or liabilities by or to a removed Contractor employee arising from the removal of that employee based on Quakertown Community School District's request.”

7. LICENSES

- a. 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.

8. 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 ten ~~fifteen~~ percent (10 ~~15~~%) of each type of school bus utilized and ten ~~thirty~~ percent (10 ~~30~~%) of each type of Non-CDL van utilized for the daily transportation of students dedicated exclusively to Quakertown Community 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.
Alternate #1: The contractor shall furnish alternate pricing for COVID cleaning between the morning and afternoon runs for all vehicles.
- e. The Quakertown Community 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 Quakertown Community 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.** An alternate (Alternate #2) 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).
- i.** All full size buses and mini busses assigned to regular Quakertown Community School District “to and from” routes will have the words “QUAKERTOWN COMMUNITY 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.
- j.** Non-CDL vans assigned to regular Quakertown Community School District “to and from” routes will have the words “QUAKERTOWN COMMUNITY 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.
- k.** All spare vehicles utilized for student transportation within the Quakertown Community School District shall be required to display the words “QUAKERTOWN COMMUNITY SCHOOL DISTRICT” and vehicle number either permanently or through the use of magnetic signage.

Please consider the following language:

“In the event of unusual circumstances, such as changes in state or federal taxes, laws or specifications (to include but not be limited to any requirements that seat belts be installed in vehicles), increased insurance or surety premiums or any other condition which causes any of Contractor’s operating costs hereunder to increase at a rate in excess of any negotiated escalation, then the parties shall determine a reasonable and just amount to cover such increase, and rates of Contractor compensation set forth in Contractor’s proposal shall be adjusted to reflect such increase.”

9. SAFETY PRECAUTIONS

- a.** The Contractor shall require all drivers to comply with the following safety precautions:

 - i.** All traffic regulations must be observed at all times.

- ii. Contractor must follow District guidelines related to COVID seating requirements.
- iii. Each driver is expected to remain with the bus at all times whether at a school building or on the route.
- iv. 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.
- v. 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 Quakertown Community School District and/or sending school district.
- vi. All children riding on school buses must be transported to their designated stops.
- vii. 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.
- viii. 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 Quakertown Community 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 Quakertown Community School District.
- ix. In the event the Quakertown Community 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 Quakertown Community School District funded safety enhancements. Any costs for the initial purchase, installation, and training of safety enhancements will be the responsibility of the Quakertown Community School District. Upon installation the contractor shall assume ongoing financial responsibility, training, and upkeep of the safety enhancements.

10. FUEL

- a. Fuel shall be furnished by Quakertown Community School District used by the contractor exclusively for transportation of Quakertown Community 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 Quakertown Community School District.

Contractor may fuel at a local gas station provided a secure fuel card system is in place.

- b. The contractor is responsible to purchase, rent, or otherwise provide storage and filling facilities, at contractor's expense, for fuel purchased by Quakertown Community 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): $\text{Number of actual miles} / 7.5 \text{ miles per gallon} = \text{Additional gallons per year}$

MPG calculation for propane vehicles will be 5.0 MPG; for gasoline 5.8 MPG.

Quakertown Community School District reserves the right to examine and inspect without penalty and at reasonable times all contractor records and equipment to insure compliance herewith.

11. BUS ROUTES AND BUS STOPS

- a. 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 Quakertown Community School District prior to utilization.
- b. The contractor 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 Quakertown Community School District boundaries to Quakertown Community School District buildings should not exceed 60 minutes. Student bus rides for routes within Quakertown Community School District boundaries to non-Quakertown Community School District buildings (e.g. parochial and charter schools) should not exceed 90 minutes.
- c. Bus routes and bus stops shall be prepared by the contractor and must be approved by Quakertown Community School District. The contractor shall not deviate from the designated routes or stops except by prior written consent of the Quakertown Community School District Dispatcher in an emergency. Stops and routine changes must be reviewed and approved by the Quakertown Community School District. The

contractor shall utilize an on-site commercially licensed route planning software with capabilities of being connected to the Quakertown Community School District computer system. The contractor will utilize this technology for scheduling, routing, determining attendance areas, producing necessary reports, etc. The Contractor will assist with the redistricting of any attendance areas during the term of the contract.

Alternate #3: Contractors should prepare an alternate proposal for the school district to prepare bus routes and bus stops.

- d. An operating time schedule for each building shall be provided to the Quakertown Community School District by the contractor. 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 Quakertown Community School District. In addition, two (2) weeks prior to the first day of the school year finalized student rosters shall be provided to the Superintendent or Superintendent's designee; as well as all schools serviced.
- e. The contractor is responsible for providing individual student schedules to the Quakertown Community School District at a mutually agreed-to date prior to the first day of school. The contractor is also responsible for providing master student schedules to all non-public schools in a similar timely fashion. Specialized name tags for kindergarten students shall be provided by the contractor.
- f. 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 Quakertown Community School District log of driver runs prior to the commencement of the school year.
- g. In the case of an emergency, any deviation of established routes shall be reported promptly to the Superintendent or Superintendent's designee.
- h. The Quakertown Community 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.
 - i. The Quakertown Community School District reserves the right to add or delete bus routes.
 - ii. Schedule A provides information on the routes and the number of students that were scheduled in the Quakertown Community School District as of 2019-2020 (Base Price). The cost of additional bus runs or credit for deletions will be discussed between the contractor and the Quakertown Community School District based on the proposal and contract on an annual basis using the bus and tier cost as outlined in the proposal.

- iii. 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.

Please consider the following language:

“Quakertown Community School District and Contractor will consult on a regular basis concerning the Transportation requirements of Quakertown Community School District. In the event of increases or decreases in the number of students requiring Transportation, or in routes or schedules, the number of buses and the number of spare buses will be adjusted accordingly. Quakertown Community School District may increase or decrease services to be provided by Contractor under this RFP (“Schedule Readjustments”). However, where Schedule Readjustments impact by 5% or more the service levels or equipment levels required of Contractor under the assumed routes, schedules, days of service, hours or miles, or vehicle requirements contained in this RFP, Contractor shall be permitted to adjust rates commensurately to cover increases or decreases in cost structure associated with such changes by Quakertown Community School District.”

i. EVALUTION CRITERIA (CONTRACTORS ARE ENCOURAGED TO ADDRESS EACH ITEM IN THEIR PROPOSAL

- i. COST OF PROPOSAL (35%)
- ii. PREVIOUS EXPERIENCE – overall service record (20%)
- iii. SAFETY RECORD (15%)
- iv. MAINTENANCE OF VEHICLES (15%)
- v. DRIVER TRAINING PROGRAM (15%)

j. TWO-WAY RADIOS

- i. 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 Quakertown Community School District for monitoring purposes and emergency response purposes. It shall be the contractor’s responsibility to service and maintain all radios provided to Quakertown Community School District.

(Alternate #4 – Optional) Contractors may submit an alternate communication plan may be proposed in the RFP.

k. PUPIL SUPERVISION

- i.** The Quakertown Community School District delegates to the contractor the necessary authority to supervise and control students on buses and Non-CDL vans in accordance with Quakertown Community 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.
- ii.** The contractor will utilize a digital surveillance system as a means to supervise bus students and to augment the written student misconduct report.
- iii.** 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 Quakertown Community 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.
- iv.** 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.

12. DIGITAL SURVEILLANCE SYSTEMS

- a.** Contractors will provide and install a digital surveillance systems capable of receiving and recording audio and video from a video capturing device in all school buses, including spares, under contract with the Quakertown Community School District. The digital surveillance systems should be inspected on a monthly basis with reports provided to the Quakertown Community 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 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. A minimum of seven (7) licenses shall be provided for Quakertown Community School District remote access.
- c.** The contractor and Quakertown Community 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.

13. STUDENTS WITH SPECIAL NEEDS

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 Quakertown Community 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 other vehicle.

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 – a minimum of three (3) years will be required.
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.

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:

- 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.

14. DRIVER UNIFORMS

- a. 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. School District will issue badges. Drivers must be professionally dressed.

15. 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. 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.
- 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 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.

16. GPS SYSTEMS

- a. All vehicles shall be equipped with GPS systems. The Quakertown Community School District will be supplied the software and five (5) user licenses to monitor the location of each vehicle at any time.

17. SPEAKER/INTERCOM SYSTEMS

- a. 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.

18. STROBE LIGHTS

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

19. RIGHT TO CONTRACT WITH OTHERS

- a. The Quakertown Community 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.

20. SCHOOL CANCELLATION OR DELAYED START OF SCHOOL

- a. The Superintendent or Superintendent's designee shall have the sole responsibility of

altering, delaying or canceling bus service during inclement weather, COVID, 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 Quakertown Community 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.

Please consider the following language:

“Whenever (a) inclement weather or impassability of roads occurs, (b) school is canceled or delayed, (c) the school day is scheduled for other than regular start or end times, or (d) school is dismissed early for any reason, Quakertown Community School District shall notify Contractor not later than 5:00 a.m. on the day of such cancellation or delay or not later than two (2) hours before early dismissal or the cancellation of Supplemental Transportation. Quakertown Community School District shall pay Contractor half the daily rate per bus for days when school is cancelled.”

21. REGULATIONS AND COMPLIANCE

- a. 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 Quakertown Community School District.

22. 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 Quakertown Community 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 Quakertown Community 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 Quakertown Community School District, and no such person shall be entitled to any benefit available or granted to employees of the Quakertown Community 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.

23. NON-TRANSFERABLE CONTRACT

- a. 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 Quakertown Community School District.

24. TERM

- a. The contract will commence on July 1, 2021 and continue for a five (5) year term with an option by the Quakertown Community 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 Quakertown Board of School Directors. Should the Quakertown 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.

Please consider the following language:

“Any extension of the Agreement will be by mutual agreement of the Parties.”

25. PERFORMANCE BOND AND CONTRACT

- a. 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.
- b. 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--2021-2022; for the second year, the Performance Bond would guarantee 100% of the contract price as stated in the proposal for Year 2--2022-2023, and so on.)
- c. For the first year of the contract, the contractor shall deliver the required bond to the Quakertown Community 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 Quakertown Community 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.
- d. 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.

- e. The cost of the bond furnished hereunder shall be included in the contract sum.
- f. Upon the request of the Quakertown Community 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.
- g. 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 Quakertown Community 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 Quakertown Community 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.

26. 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 Quakertown Community School District may cancel the contract without prior notice and procure services elsewhere. The Quakertown Community School District may also at its sole discretion offset subsequent payments and/ or call for the forfeiture of the Performance Bond.
- 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 Quakertown Community School District be able to obtain such transportation services elsewhere, the contractor shall additionally be liable and, upon submission of an invoice by the Quakertown Community School District, pay the additional cost to the Quakertown Community School District of obtaining the transportation services above the contractual rate in effect between the contractor and the Quakertown Community 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 Quakertown Community School District, the Contractor shall pay to the Quakertown Community School District, in addition to any other accounts payable hereunder, additional administrative costs to the Quakertown Community School Districting the amount of two hundred dollars (\$200.00) per day to be deducted from the next payment to the Contractor.

Please consider the following language:

"If either party violates any of the covenants or duties imposed upon it by this Agreement, such violation

shall entitle the other party to terminate this Agreement in accordance with the following procedure: The non-defaulting party shall give the offending party thirty (30) days' written notice of default and the opportunity to remedy the violation or take steps to remedy the violation. If at the end of such 30-day default notice period, the party notified has not remedied the purported violation or taken steps to do so, the non-defaulting party may terminate this Agreement as follows: within ten (10) business days following the last day of the 30-day default notice period, the non-defaulting party shall give the defaulting party not less than (fifteen) 15 business days' notice of termination. If the non-defaulting party does not provide the notice of termination within ten (10) business days, the default notice shall be deemed rescinded. Occasionally, Quakertown Community School District will request immediate termination if the Contract endangers the safety, health, or welfare of Quakertown Community School District's passengers. Treat this as a termination for default provision and request notice and time to cure prior to termination."

27. PAYMENT

- a. The Quakertown Community 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 Quakertown Community School District.
- b. The Contractor will provide the Quakertown Community 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 Quakertown Community 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 Quakertown Community School District and Quakertown Community School District will have the new rates approved by the Board of School Directors at a regularly scheduled meeting.

28. MONTHLY REPORTING

- a. In order for Quakertown Community School District to compute sample averages calculations required by the Pennsylvania Department of Education, the following reports shall be submitted to Quakertown Community 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 27b 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.

29. INSURANCE

- a.** The contractor agrees that, prior to the effective date of the contract, said contractor will file with the Quakertown Community 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 Quakertown Community 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 Quakertown Community 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 Quakertown Community 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 Quakertown Community 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 Quakertown Community School District.
- e.** 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 Quakertown Community 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 Quakertown Community 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.

Please consider the following language:

“Contractor will provide insurance for claims arising under this Agreement.”

30. INDEMNIFICATION

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

Please consider the following language:

“Contractor’s obligations under this Section apply except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Quakertown Community School District, its agents or employees, passenger-upon-passenger violence; routing; or Contractor’s good faith adherence to Quakertown Community School District’s policies, procedures, directives.”

31. DISCRIMINATION PROHIBITED

- a. Discrimination Prohibited – According to Section 62, Pa. C. S. A. § 3701, the contractor agrees that:
 - i. 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;
 - ii. This contract may be cancelled or terminated by the Quakertown Community 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.

32. HUMAN RELATIONS ACT

- a. 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

- a. The Quakertown Community 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 Quakertown Community School District. In the event such modifications are unacceptable to the contractor, such contractor shall be released from any obligation to the Quakertown Community School District. The Board shall consider all matters arising out of this contract not specifically provided for therein.

34. PENALTIES

- a. The contractor recognizes that pupil transportation services is a highly visible endeavor that materially impacts the public perception of the Quakertown Community School District. The contractor further agrees that it is difficult to quantify the harm the Quakertown Community School District may suffer as a result of poor service. Therefore, the contractor agrees the Quakertown Community 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 Quakertown Community School District’s ability to terminate this agreement 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 Quakertown Community School District from doing so in other similar situations. Quakertown Community School District agrees to act in good faith in assessing the following penalties:

i. Late Bus (more than 10 minutes late)	\$100
ii. 5 minutes early)	Early Bus (more than \$100
iii. failure to drop off a student	Missed stop and \$200
iv. deemed habitually late	Route which is \$500
v. about driver	Verified complaint \$100