

SHENANGO AREA SCHOOL DISTRICT

**REQUEST FOR PROPOSAL FOR STUDENT
TRANSPORTATION SERVICES**

CENTRAL ADMINISTRATION OFFICE
ATTN: JENNIFER HABEN, BOARD SECRETARY
2501 OLD PITTSBURGH ROAD
NEW CASTLE, PA 16101

**PROPOSALS DUE
FRIDAY, APRIL 14, 2023, 10:00 AM**

Invitation for Proposal

The Shenango Area School District is soliciting proposals for student transportation services for the following five (5) year period:

- School years 2023-24, 2024-25, 2025-26, 2026-27 and 2027-28.

Each company interested in submitting a proposal shall be provided an opportunity to discuss the Request for Proposal for Student Transportation Services with the Transportation Director by contacting Mr. John Dado at (724) 658-5763 or jdado@shenango.k12.pa.us

All proposals must be received by **Friday, April 14, 2023 at 10:00 AM**. Please note that the address for mailing or hand delivery of proposals is Shenango Area School District, 2501 Old Pittsburgh Road, New Castle, PA 16101. Proposals should clearly indicate "STUDENT TRANSPORTATION SERVICES PROPOSAL" on the outside of the envelope. Faxed or emailed proposals will not be accepted.

Tentative plans call for the Shenango Area Board of School Directors to review the proposals and to take action to award a contract at its regular meeting on Monday, May 8, 2023.

The Shenango Area Board of School Directors reserves the right to reject any or all proposals and to waive, at its discretion, any irregularities, mistakes, omissions, or informalities relative thereto.

Proposals submitted shall remain open and valid for up to one-hundred-twenty (120) days after April 14, 2023, and may not be withdrawn or amended during such period.

The Request for Proposal for Student Transportation Services and specifications may be obtained by visiting www.shenangoschools.org selecting District, RFP/Bids, then the link for "Request for Proposal for Student Transportation Services". Any questions should be directed to Mr. John Dado by e-mail at jdado@shenango.k12.pa.us. Responses will be posted on the aforementioned website.

Effective Dates

Proposal shall be for five successive school years commencing with the start of school for school year 2023-2024 through the end of school for school year 2027-2028.

General

1. The Contractor shall be considered an Independent Contractor and shall perform the contract expeditiously, diligently and in reasonable manner. The primary consideration is the safe transportation of students efficiently and in strict compliance with all applicable laws and regulations, state, federal or local.
2. The Contractor shall furnish the student transportation needs of the School District for each school year during the term of the contract according to the terms and conditions herein set forth. If deemed to be in the best interest of the District, multiple student transportation contracts may be awarded.
3. Contractor shall not have any right to sell, transfer or assign its contract rights and duties to any third party without the prior written consent of the School District.

4. The District reserves the right to award the Transportation Services Contract to multiple contractors.

Terms:

A. Performance Bond

1. The School District reserves the right to at any time before or during the contract term demand a performance bond from the Contractor for any reason and without explanation. If such demand is made:
 - a. The Contractor must obtain and maintain a performance bond issued by a bonding company authorized to do business in Pennsylvania; failure to do so will result in the District proceeding with severing the agreement for cause per Section I.6.
 - b. The bond amount will be 50% of that year's base home-to-school transportation cost per the Proposer's pricing submissions. In subsequent years, the performance bond amount will be 50% of the prior year's base home-to-school transportation costs.
 - c. This bond will be provided to the District annually on or before the 1st of August.
 - d. The cost of such performance bond will be fully reimbursed by the District to the Contractor upon being provided evidence of surety from a reputable surety and payment by the Contractor.
 - e. The District reserves the right to withdraw this requirement of the annual anniversary of the contract and require the cost of the performance bond as specified in the proposal to be credited against the September service billing.

B. Bid Bond

1. The Bid Bond required to be submitted with the contractor's proposal shall be ten percent (10%) of the entire contract price.

C. Insurance

1. The successful Contractor agrees that prior to July 1, 2023, said successful Contractor will file with the Board evidence that a Public Liability Insurance Policy, issued by a company authorized by law to insure in Pennsylvania, and having an A.M. Best Rating of "A" or better, shall be in effect for the duration of the Contract, naming the School District as an additional insured, in the amounts listed below:
 - a. General Liability & Comprehensive Liability:
 - i. Five (5) million dollars combined single limit Each Occurrence
 - ii. Five (5) million dollars per Aggregate
 - b. Automobile Liability Bodily Injury and Property Damage
 - i. Five (5) million dollars Combined Single Limit
 - c. Umbrella Liability
 - i. Five (5) million dollars Occurrence

ii. Five (5) million dollars Aggregate

(The amount of Liability is subject to increase, if required by Legislature or State Agencies having jurisdiction.)

2. The insurance policies shall contain a provision that the coverage afforded under the policies will not be cancelled or materially changed without giving the Shenango Area School District thirty (30) days prior written notice of such cancellation or change. Any changes are subject to approval of the District and no such change can reduce the minimum coverage of **Paragraph C. 1 above**.
3. The Contractor must provide Workers' Compensation Insurance on all of the contractor's employees who will be involved in any aspect of the operations contemplated by the Contract with the School District.

Employer's Liability:

Accident	\$1,000,000
Disease	\$1,000,000

Buses and Equipment

1. All school buses and vans assigned to regular daily routes shall have chassis no older than eleven (11) years and maintain a fleet average of no older than six (6) years. A spare bus is defined as a vehicle that is used as a temporary replacement for a regular bus for reasons of breakdown, unforeseen maintenance, emergency, etc. – *See Exhibit A for current listing.*
2. The successful Contractor shall furnish daily interior cleaning of the vehicles. Exterior cleaning of the vehicles will be done at least four (4) times per year. The successful Contractor shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered on any vehicles or equipment utilized under the Contract. Under no circumstances shall an unsafe bus or one that has failed an inspection be used to transport students.
3. The School District retains the right to inspect school buses and all over vehicles at all reasonable times by all reasonable means to insure safety and contractual compliance.
4. The Contractor must maintain a base radio or communication station at its office within the District boundaries, or provide satisfactory evidence that Contractor can respond to the District's needs as well as issues which may arise in the transportation of students in an immediate fashion. All buses and other District designated vehicles used to transport students shall be equipped with radio communication devices. The cost to furnish and maintain the radios shall be borne by the successful Contractor and all licenses therefore shall be the responsibility of the successful Contractor.
5. All buses must meet the State regulations as specified in Title 67, Rules and Regulations, Chapter II, Regulation 210 of the Vehicle Code, all the provisions of the Federal Standard Seventeen (17) that may be applicable, and all regulations issued by the Commonwealth of Pennsylvania and its regulatory agencies, including the Pennsylvania Department of Education.

6. All buses must be equipped with a digital video camera system. All buses should have audio recording capability if requested. The District requires a minimum of three (3) cameras to be supplied by contractor. The District may require additional cameras during the term of the transportation contract. The District reserves the right to approve said digital cameras and make recommendations to the Contractor accordingly. All video and audio taping shall follow the policies adopted by Shenango Area School District Board and all applicable State and Federal law.
7. The contractor must provide a list to the School District a year of manufacture of the bus chassis, the seating capacity, the vehicle identification number, the vehicle title number, the vehicle title year, the vehicle license plate number, the vehicle GVW, whether seat belts are available and all other applicable vehicle identification information by August 1st of each school year. New or replacement vehicles must be reported immediately during the school year.
8. The contractor must have bus maintenance and inspection tracking to mitigate safety or legal issues. Please provide capabilities in your response to this RFP.

Emergency Replacement Bus

1. The contractor may utilize a bus under (12) years in age (chassis) for student transportation. Use of said bus shall be for reasonable amount of time. Contractor shall utilize all means and methods available to restore the appropriate bus in accordance with the Request for Proposal.

Extracurricular Activities

1. Contractor may transport students in extracurricular activities using the same bus utilized in transporting students on a daily basis. Rates and/or formulas for calculating the cost are to be provided with the Proposal.
2. The District currently provides bus transportation for its students to and from extracurricular activities. There have been approximately 150 extracurricular activities/athletic trips requiring transportation, per school year. The District reserves the right to add or delete the number of extracurricular activities requiring student transportation during the term of the transportation contract.
3. The use of vans, unlighted, shall be permitted for the transportation of special needs buses. The District shall approve the use of a van for any and all student transportation.

Fuel

1. The Shenango Area School District reserves the right to purchase fuel from a mutually agreed upon vendor.
2. If fuel is furnished by the District, it shall be used exclusively for transportation of the Shenango Area School District's pupils and may not be used for any other purpose whatsoever by the Contractor or any of its employees, agents, or representatives. The Contractor shall ensure that fuel dispensing is regulated in such a manner as to prevent any misuse of District furnished fuel.

The Contractor will provide monthly fuel usage reports per vehicle, including spares.

3. The Contractor agrees to indemnify and hold harmless the School District from any and all claims or demands of third parties at any time made arising from the aforesaid lease of storage tanks or said agreement on fuel, whether regarding personal injury, property damage, governmental regulation, or taxing claims, or any claim pertaining thereto.

School District's Rights and Duties

1. School District shall have the right to terminate the contract for "cause" upon thirty (30) days prior written notice of such intent. "Cause" shall include: (1) Contractor's material breach of the contract; (2) any repeated breach which is not promptly corrected upon written notice; (3) union organization by drivers if service is disrupted, or strikes by drivers if service is disrupted.
2. If the Contractor fails at any time to fully provide the proper number of regular buses and/or drivers, the School District may secure, at the Contractor's expense, substituted buses and/or drivers as necessary and deduct the cost thereof from any payments due the Contractor.
3. The School District (by its Superintendent or his/her designee) shall determine whether the schools will be open or closed and what transportation of students, if any, shall therefore be required. Cancellation, interruption, or change of established service can be made only with the authorization of the School District.
4. Bus routes, bus stops, and time schedules shall be determined by the designated agent of the School District (i.e. Transportation Coordinator) and may be modified by the agent as the occasion demands. The agent shall notify the Contractor and driver of such modifications who shall be responsible for implementing the change. The Driver shall not deviate from the designated routes, stops, or schedules except by written consent of the District designated agent or in case of an emergency.
5. The School District, in cooperation with the Contractor, shall provide an operating time schedule designating the time and place of all bus stops, both morning and evening. The bus shall not depart from any designated stop prior to the scheduled time unless all pupils to be transported from that point are aboard. The time schedule may be modified by the School District, upon notification to the driver and parents, as the occasion demands.
6. The School District shall:
 - a. In conjunction with the Contractor, institute an appropriate program or expand the program to provide students and bus drivers with briefings and safety training courses and programs as relating to bus transportation.
 - b. Provide proper supervisory personnel at school loading and unloading areas to maintain order, discipline and traffic control.
 - c. Take immediate and appropriate action to correct and eliminate all student misconduct reported by drivers occurring on, in or near the buses provided by this Contract.

Reports of such action taken shall be furnished to the Contractor in writing upon request.

- d. Cooperate with the Contractor in securing restitution for any damage to equipment by students, but the Board shall not be liable for any such restitution.
7. The School District reserves the right to provide its own or other vehicles, on occasion, as it finds necessary to handle transportation needs.

Contractor's Duties

Personnel

1. Personnel furnished by the successful Contractor to perform the functions specified in the Contract shall be employees of the successful Contractor. The successful Contractor shall pay all salaries, wages, Social Security Taxes, Federal and State Unemployment Insurance, and any other tax, benefit or compensation or employee benefit required by law to be paid or provided, relating to the employment of such employees. The successful Contractor shall provide all other required management services, including personnel services such as licensing and training necessary to carry out the terms of the Contract. All costs must be incorporated into the Proposal.
2. The Contractor shall have available, at all times during term of this contract, a full time, non-driver, resident supervisor, dedicated to the contract, qualified, and competent, who shall have authority to act on behalf of the Contractor. All communications given to the supervisor by the District shall be deemed given to the Contractor. The supervisor or a designee of the supervisor shall be available by telephone twenty-four (24) hours a day and shall have a cell phone number, pager, and/or beeper and provide the District with these appropriate telephone numbers.
3. The Contractor's designated supervisor shall assist the School District in designating bus stops, routing, responding to bus stop requests submitted by parents, preparing and filing all required Pennsylvania State Reimbursement Reports and other duties that the District deems necessary for the transportation of its students. All Contractors should submit as part of their bid proposals the routing software and/or other software utilized by the Contractor for the transportation of students. This software should include but not be limited to State reimbursement.
4. It is specifically understood and agreed that the personnel of the successful Contractor are the successful Contractor's employees and not the employees of the Shenango Area School District. Neither the successful Contractor nor its employees may act on behalf of the Shenango Area School District, nor bind it in any way without the express written consent of the Board of School Directors or the Superintendent of the School District.
5. The Contractor will provide a person specifically designated as a Safety Coordinator/Director. This person will have previous training and/or experience in the field of transportation, safety, law enforcement and/or similar field. The Safety Coordinator/Director will assist the School District in reviewing general transportation safety concerns at the request of the School

District's Transportation Director. The Safety Coordinator/Director may be the same individual as set forth above as the resident supervisor.

Drivers and Monitors

1. Every driver shall meet all the regulations presently in existence or implemented over the course of this Contract by the Bureau of Traffic Safety of the Pennsylvania Department of Transportation and such regulations as promulgated by the Department of Education or any regulatory agency of the Commonwealth of Pennsylvania or of the United States, with regard to eligibility, fitness, competence, conduct, licensing, physical examination, and continuing eligibility. Proof of the following must be provided to the School District prior to operation of any vehicle:
 - i. (a) Registration with the District Transportation Office/Transportation Department verifying current Pennsylvania State License number, and, when required, commercial driver's license number.
(b) PENNDOT Certificate evidencing that each driver has a valid Pennsylvania Driver's License and is not under suspension. (Any subsequent suspension must be reported immediately to the District).
 - ii. Date of annual physical, stating driver successfully passed the physical, including date of last T.B. test as well as results of any and all drug and/or alcohol testing.
 - iii. Employment record, including personal references.
 - iv. All drivers and monitors must furnish to the District all clearances required by Shenango Area School District Board policy and the state of Pennsylvania. No driver or monitor may transport students without said clearances.
 - v. Completion of a bus driver-training program, as required by the Department of Education or Transportation or any and all other state agencies requiring or regulating public school pupil transportation.
 - vi. The Contractor must implement a drug & alcohol testing policy and provide the School District with proof that the policy is in place. Drivers must pass such drug & alcohol test and any random testing program as is implemented by the Contractor, (cost of drug & alcohol test is to be paid by the Contractor.) Any driver who fails said test must be suspended immediately. The Contractor is responsible for proper and lawful administration of the policy and testing and will hold the District harmless there from.
 - vii. I-9 Forms, as required by the U.S. Government.
2. A roster of the drivers and monitors employed by the Contractor shall be submitted to the Shenango Area School District Transportation Office by August 1 of each contract year. Names of drivers and monitors hired after August 1 shall be submitted to the District's Administration Office for approval at the next regularly scheduled Board Meeting.
 - i. All drivers and monitors employed by the Contractor shall be trained in basic first aid and certified in CPR. Copies of certificates evidencing the certification in CPR shall be kept on file at the District as well as the Contractor's designated office.

3. Regular and substitute drivers shall be assigned as consistently as possible to the same bus route(s) or the purpose of route familiarization and pupil control. When possible, the District encourages the use of qualified local drivers who have previous satisfactory driving experience with the Shenango Area School District.
4. Drivers and monitors must attend all Contractor safety meetings.
5. Drivers and monitors assigned to transport disabled and/or special education pupils shall be given special training by the Contractor concerning the techniques of properly handling and transporting such children and proper use of any and all equipment for such transportation.
6. Drivers and monitors shall be responsible for supervising and controlling students on buses and vans in accordance with School District policies and State and Federal guidelines. Drivers and monitors must comply with all district Personnel policies, including the Employee/Student Relationship Policies and policies prohibiting Sexual Harassment (even though the drivers are not District employees) and prohibiting Corporal Punishment. Violations of School District policies and/or regulations, by drivers and/or monitors shall be considered violation of those policies and/or regulations by the contractor who employs the driver.
7. Any driver who receives a citation for any moving motor vehicle violation while operating a school bus must notify the Contractor immediately, and the Contractor must supply such information to the Transportation office. The District reserves the right to require the Contractor to suspend any driver who receives such citation(s) pending disposition and to terminate the employee after conviction or based upon clear and convincing evidence in the event of admission to an A.R.D. or similar program.
8. In the event that the School District's representatives shall have reason(s) and "just cause" to question the acceptability of the Contractor's employees, the School District's Superintendent and/or designated agent shall immediately notify the Contractor or any and all concerns and its' complaint. The Contractor shall be responsible for investigating concerns expressed/complaints, formulating an appropriate resolution, and communicating such remedy back to the School District's representatives on a timely basis, but no later than thirty (30) days following the receipt of such complaint. The School District reserves the right to reject any Contractor employee that it deems unsatisfactory.
9. The Contractor shall be responsible for the ongoing performance of its employees and for initiating such action(s) as may be warranted to correct deficiencies, on a timely basis, and to maintain the highest possible safety/welfare standards for the District's students.
10. Drivers shall be responsible to maintain order and discipline upon the bus and shall assign seats on all runs and provide copies of seat assignments to the District as requested.
11. Drivers shall immediately report any unsafe conditions to both Contractor and District.

12. The Contractor shall provide the driver and a supervisor to meet with principals, parents or designated agent when deemed necessary by the School District.
13. The Contractor shall provide the driver and a supervisor to meet with principals, parents or designated agent when deemed necessary by the School District.
14. The Contractor agrees to furnish such reports as may be required by the District in a timely fashion. Mileage report maps, summary of routes form, stop by stop mileage forms, seating charts and any other forms necessary for completing state or other reporting requirements shall be submitted in the fall and spring of each school year or as often as may be required due to a change in bus routing. A list of vehicles, including passenger capacity, and chassis year of manufacture will be required two (2) weeks before the beginning of the school year. Lack of timely compliance in submitting such reports shall result in non-payment for services until such reports are received and verified by the District.
15. In the event of a bus accident or breakdown, the office of the Superintendent and/or Transportation Coordinator shall be notified immediately. A written accident or breakdown report will be submitted to the District upon request.
16. Prior to the start of each year, all drivers will be required to drive their assigned routes, for all regular and selected special and nonpublic transportation services as designated by the District, both morning and afternoon in the regular buses at least one (1) time in order to familiarize themselves with the routes, the traffic conditions and the equipment. All drivers will be encouraged to suggest alternatives to more appropriately run their routes.
17. Pupils shall load and unload from the bus only at the designated stop (see School District Rights and Duties #5) and at extreme right of the road. Pupils shall not be permitted to get on or off the bus while it is in motion. Drivers shall not engage the bus in motion until each student who has alighted is in a place of safety.
18. Only District students, teachers or other school officials shall be transported in a District vehicle.

Form of Proposal

Proposals shall be presented as follows:

1. **Title Page** – State that the document is a “Proposal for Student Transportation Services” and list the following: date, Contractor name, local address, telephone number and contact information. Provide names of the individuals who will be authorized to make representations on behalf of the Contractor, including title, address, email address and telephone number of each;
2. **Profile of the Contractor** – Explanation of the size and structure of your company. State whether the organization is national, regional, or local. Define the level of the company’s experience in providing school student transportation services;
3. **Reference List** (to be provided as an attachment) – Public school district clients including the types of services performed and the length of service with each district;
4. **Quote Form** – The fixed fee proposal for student transportation services for each of the five (5) school years (2023-24, 2024-25, 2025-26, 2026-27 and 2027-28 school years). A quote form is attached to this Request for Proposal for Student Transportation Services;
5. **Signed Statement of Policy** (attached);
6. **Signed and notarized Non-Collusion Affidavit** (attached).

Evaluation of Proposal

Proposals will be evaluated using the following criteria:

1. Experience and professional qualifications of the Contractor
2. Size and structure of the Contractor
3. References from other public school districts
4. Cost of the student transportation services
5. Other supportive considerations as documented by the Contractor submitting the proposal

Additional Information

1. The District will not be liable for any cost incurred in the preparation of proposals.
2. The submission of a proposal shall be prima facie evidence that the contractor submitting the proposal has full knowledge of the scope, nature, quantity and quality of work to be performed; the detailed requirements of the specifications; and the conditions under which the work is to be performed.
3. The contractor submitting the proposal shall furnish the District such additional information as the District may reasonably require.
4. The District will not be liable and will not pay for any costs not included in the proposal unless agreed upon in advance, in writing, by the Shenango Area School District.
5. The District reserves the right to conduct interviews of any or all contractors submitting proposals prior to selection. The District will not be liable for any costs incurred by the contractors in connection with such interview (i.e., travel, reproduction costs, etc.). Interviews, if necessary, will be conducted within 30 days of the RFP submission deadline.

6. The District reserves the right to conduct pre-contract negotiations with any potential contractors that have submitted proposals.
7. The District reserves the right to reject any and all proposals. It retains sole discretion to accept the proposal it considers most favorable to its interest, and the right to waive minor irregularities in the proposals. The District further reserves the right to reject all proposals and seek new proposals when such a process is in the best interest of the District.

SHENANGO AREA SCHOOL DISTRICT

Request for Proposal for Student Transportation Services

Title Page

(Return this form as the Cover Page of your Student Transportation Services Proposal)

Name of Contractor _____

Address _____

Contact Person _____

Telephone Number _____

E-mail Address _____

Website Address _____

Profile of the Contractor

Explanation of the size and structure of your company. See "Form of Proposal - #2"

Quote Form

FIRST, the undersigned have carefully examined the Request for Proposal for Student Transportation Services in accordance with the specifications of the proposal and agree to furnish and perform the specified student transportation services for the Shenango Area School District (the "District") within the time limits specified for the amounts indicated below.

SECOND, the following quotation prices are listed as firm for a period of one-hundred twenty (120) days after the due date of this Request for Proposal.

THIRD, the Contractor agrees to provide daily to/from school student transportation services for the amounts quoted as follows:

Capacity		2023-24 Price Per Bus Per Day	2024-25 Price Per Bus Per Day	2025-26 Price Per Bus Per Day	2026-27 Price Per Bus Per Day	2027-28 Price Per Bus Per Day
84 Passenger:	\$ including all fuel:					
	\$ if district pays for fuel:					
72 Passenger:	\$ including all fuel:					
	\$ if district pays for fuel:					
Lighted 36-48:	\$ including all fuel:					
	\$ if district pays for fuel:					
Lighted 16-29:	\$ including all fuel:					
	\$ if district pays for fuel:					
Wheelchair - Lighted:	\$ including all fuel:					
	\$ if district pays for fuel:					

FOURTH, the Contractor's daily rate for Vo-tech AM/PM transportation will be as follows:

	2023-24	2024-25	2025-26	2026-27	2027-28
Vo-Tech AM/PM Daily Rate	\$	\$	\$	\$	\$

FIFTH, the Contractor's hourly rate for bus monitors will be as follows:

	2023-24	2024-25	2025-26	2026-27	2027-28
Bus Monitor Hourly Rate	\$	\$	\$	\$	\$

SIXTH, the District is also requesting the Contractor's proposed rate structures for athletic, activity, or other trips. Please outline rate details below (add attachment if needed). Please also include rate for Charter Bus costs if Contractor can provide Charter Buses when requested by the District.

Please provide responses to the following questions. Responses should be attached separately to the submitted proposal.

-Why should we select you as the District’s Contractor? Why would you be the best choice for Shenango Area School District?

-What will you do to help the Shenango Area School District find savings and control transportation costs?

Alternate Bid Options for Consideration:

If these alternate options are already part of your bid pricing, please provide additional details for the technology being offered as a separate attachment. Please provide details and pricing structure if not included in base price and the option is available for consideration.

Are GPS tracking options included in the price per day as part of your bid?		Is Routing Software included in the price per day as part of your bid?	
Yes or No	If no, please provide pricing	Yes or No	If no, please provide pricing

Signature _____ Date _____

Printed Name _____

Title or Office _____

**SHENANGO AREA SCHOOL DISTRICT
2501 OLD PITTSBURGH ROAD
NEW CASTLE, PA 16101**

TO: All Vendors
FROM: Business Manager
RE: Affirmative Action

The Shenango Area School District is an Equal Opportunity Employer. The Board of Education has made it a matter of policy that it will not transact business with firms which are not in compliance with all Federal and State Statutes and Executive Orders pertaining to non-discrimination.

In order to have your firm listed on our acceptable vendors list and thereby be eligible for consideration as a source for goods and services, please complete and return the following Statement of Policy to us.

STATEMENT OF POLICY

It is the employment policy of _____ that there shall be no discrimination against anyone on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability or age in hiring, upgrading, demotions, recruitment, termination and selections for training.

In addition, this firm is in full compliance with the letter and intent of the various Equal Employment Opportunities and Civil Rights Statutes noted above.

Date

Signed (Name/Title of Company Officer)

Telephone

Street Address

City/State/Zip Code

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INSTRUCTIONS FOR NON-COLLUSION AFFIDAVIT

1. This Non-Collusion Affidavit is material to any contract awarded pursuant to this bid. According to the Pennsylvania Antirigging 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 bidder 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 bidder 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 “complementary 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

State of _____ : Contract/Bid Title: _____
County of _____ : s.s. _____
:

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

and that I am authorized to make this affidavit on behalf of my firm, and its owners, directors and officers. I am the person responsible in my firm for the price(s) and the amount of this 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. _____, its affiliates, subsidiaries, officers, directors
(Name of firm)
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:

I state that _____ understands and acknowledges that the above representations
(Name of firm)

are material and important, and will be relied on by **Shenango Area School District** in 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 from **Shenango Area School District** of the true facts relating to the submission of bids for this contract.

(Signature, Printed Name & Company Position)

SWORN TO AND SUBSCRIBED BEFORE ME THIS ____ DAY OF _____, 20__

(Notary Public)

My Commission Expires: _____

**Shenango Area School District
Current Bus Runs
"Exhibit A"**

Bus #	Capacity	Estimated # of Days	Estimated Total Annual Miles	Daily Miles W/Students	Daily Miles W/O Students	# of Students Assigned
1	77	178	13,564	38.1	46	46
2	72	178	9,719	42	12.6	68
3	72	178	9,826	43	12.2	57
4	72	178	10,288	46.6	11.2	72
5	72	178	10,538	48.5	10.7	58
6	72	178	8,491	32.5	15.2	70
7	72	178	9,559	40.5	13.2	63
8	72	178	11,143	52.4	10.2	55
9	72	178	11,392	47.7	16.3	48
10	72	178	11,000	44.9	16.9	60

Buses service our High School and then our Elementary School.

These are current route estimates and subject to change as needed.