

Transportation Sub-Committee Meeting- February 25, 2019

Discussion: Transportation Request for Proposal Development

Committee Members, Board Members, and Administrative staff in attendance: Dr. Hemberger, Mr. Geleff, Mr. Jupina, Mr. Ahrens, Mr. Brady, Mrs. Guydish, Mr. Wegman, Mr. Bernhart, Dr. Phillips, and twelve employees of the District. Also in attendance was Dr. Wayne McCullough, PASBO, to help guide the committee in the development of the transportation request for proposal.

The meeting started at 6:00 pm. The following is a prepared outline to assist in the discussion of what to include in the request for proposal. Meeting discussion is listed within the outline.

Dr. McCullough began the discussion by explaining the difference between bidding and a request for proposal. A request for proposal provides the ability to negotiate the terms after the proposals are received versus bidding where there is no negotiation permitted.

Mr. Jupina asked about the district responding to the RFP.

Dr. McCullough commented on a performance bond and the importance in the early part of the contract to require a performance bond.

Dr. McCullough commented on leasing the fleet and stay district operated. There is a recent trend in leasing fleets versus purchasing buses which makes the cost of the fleet more affordable. It was discussed that the proposal could request the contractor provide a purchase price for the fleet, and the cost to lease a new fleet.

- 1) DRAFT: Timeline to accommodate award by school board in October, 2019 or February, 2020.

Timeline	October, 2019	February, 2020
Completion of RFP	April/May, 2019	Aug/Sept, 2019
Pre-Bid Meeting	6/10/2019	10/21/2019
Proposal Due	7/8/2019	11/18/2019
Review	7/8-8/2/2019	11/18-11/29/2019
Interviews	8/12-8/23/2019	12/9-12/20/2019
Final Review	8/26-9/6/2019	12/30/19-1/10/2020
Public Hearing (see #19 below)	9/17/2019	1/21/2020
Award	10/15/2019	2/18/2020

- Who will be involved in each stage of the timeline?
- Development of Evaluation Matrix

Dr. McCullough discussed the important of an evaluation matrix and the decision is not based only on pricing. A contractor's experience, ability to maintain the fleet, employee training are part of the evaluation as well.

- Verify requirements of section 528 of school code re: public hearing.
Dr. McCullough
- Pros/Cons from district and contractor perspectives of October or February award.

There was discussion about which timeline the board should use. It was decided that the school board would like to complete the process and award the contract(s) ,if it was decided to contract, by October 15, 2019.

2) Term of agreement- 3 or 5 years with option to extend 2 yrs.

It was decided that the term would be 5 years with the option to renew for two years.

3) Consider allowing partial proposals, proposals from collaborating contractors that bundle pricing?

Mr. McCullough indicated that contractors sometimes combine services in offering a proposal but there would only be one lead contractor, and the district would sign only one contract.

4) Effective date – 7/1/2020; proposal price guarantee # of days.

It was pointed out that a district typically has 90 days to accept a proposal from when it is submitted. Contractors generally know what pricing they will offer even if the contract start date will not be until July 1, 2020.

5) Pricing Discussion: State Formula or State Formula +/- %; or daily rate for regular routes; extra-curricular price per hour and per mile rate. Excess miles?

- a. Two alternative sets of pricing: Sell Fleet- One-time payment
- b. Leasing: Vendor to provide cost for leasing fleet to match existing fleet

It was discussed that items a & b would be included in the request for proposal

6) Location of Office and Terminal to be within the school district boundaries.

- a. Lease existing depot. The following was language in 2012 rfp

The successful Contractor agrees to lease the transportation facility located at Shelbourne and Kerr Roads, Exeter Township, Reading, PA 19606 from the District for the entire term of the contract at which place all vehicles shall be stored and from which these transportation services shall be executed and supervised. At no time will a bus be operated by a driver for any purpose other than District purposes, including, but not limited to, transportation for any other school district, personal use or transport to his/her residence, unless approved by the contractor and the District.

1. *Description of Property: The 2.6 +/- acre site serves as the parking compound for the District's buses, vans, and employee vehicles, and includes a one-story block garage measuring 2,300 square feet which has a garage bay, manager's office, drivers room, men's and ladies*

powder rooms, and a parts storage area. In addition there are ten garage storage buildings containing approximately 4,725 square feet of covered area.

2. Rent: Fee schedules for the rental of the facility are to be offered by the Contractor as part of the Contractor proposal. The mutually agreed monthly rental for the District transportation facilities shall be payable on or before the first day of each month.

3. Utilities: The contractor shall be responsible for all costs related to this facility including, but not limited to, the cost of utilities. The District will provide heating oil through a joint purchase program for which the Contractor will reimburse the District.

4. Insurance: Insurance is required to protect bidder's personal property. The contractor is required to have Fire Legal Liability in the amount of \$500,000.

5. Repairs, Replacements and Maintenance. On the commencement date the Tenant shall take possession of the Premises in its "AS IS" condition. The Contractor will be responsible for all maintenance costs related to the facility. The Contractor will be responsible for snow removal in the parking area around the leased facility. Any changes/structural modifications to facility shall be at the sole expense of the Contractor and approved in advance by the District.

b. Contractor to find facility

There was discussion about the use of a depot within district boundaries. The primary function would be dispatch, bus parking and fueling. The request for proposal will provide for the option for the contractor to lease or buy the existing depot, or provide their own location. The location could be outside of the district boundaries if agreed to by the district.

- 7) Scope of Services (see Joint School Request for Proposal) for additional ideas such as:
- a. Alternate quote for after school activity runs
 - b. Drivers must do dry runs prior to school year beginning
 - c. Driver incentives
 - d. A minimum of 10% daily substitute staff

It was discussed that prior to the start of the school year, all drivers would drive their routes on their bus to become familiar with the stops.

The district eliminated the after school activity run several years ago and this would not be included in the request for proposal.

The request for proposal will include the requirement to have a minimum number of substitute staff available.

- 8) What district employees will be retained: Supervisor, Asst., Mechanic?

There was discussion about having two district employees in transportation based on the size of the district. It was pointed out that there may be some duplication of effort if the contractor assigns a coordinator and dispatcher to the contract with the district.

9) Current transportation employees other than those to be retained by district:

- a. Language offering employment to all current and qualified employees.

The requirements of Section 528 in regard to considering current employees and interviewing them for employment were discussed.

- b. Proposal to include a proposed salary schedule and benefit plan?

There was discussion about whether a salary schedule and benefit plan should be included in the proposal. It was pointed out that in the prior RFP form 2012, the contractors provided the information as part of the proposal.

10) Supervision- Contractor to provide no less than one (1) full-time qualified supervisor

- a. Specify hours of operation ; after hours answering service should be available

11) Vehicles provided:

- a. Buses no older than 10 yrs with average age of 5; or no older than 9 years with average age not to exceed 7 years. Buses older than 9/10 may be retained for use as spare buses. (see pg 26 of joint rfp)

The district will need to discuss the age of spare buses.

- b. Vans no older than 5 yrs.
- c. District will retain ownership of # of vans.

The District will have to establish the number of vans it will retain.

- d. All vehicles lettered on both sides as ETSD
- e. The Contractor will be required to provide buses and drivers to any or all municipalities of the District in the event of a community evacuation.
- f. Alternate- Propane buses

There was discussion of including the option of propane buses as an alternate to the proposal. The contractor would be responsible for providing storage and filling facilities.

12) Fuel – District will furnish.

- a. Add admin fee per gallon?
- b. What if BCIU offers proposal? As a member of consortium contractor to provide fuel.
- c. Monthly fuel logs; adhere to bus idling regs
- d. Fuel reconciliation process- see PASBO sample – fuel section. 7.5 miles per gallon?

13) Vehicle equipment:

- a. Video & Audio 24/7; specify devices per vehicle
- b. Stop arm cameras – install on remaining buses
- c. Two Way Radios – on our radio frequency; sell current system or request new up to date narrowband requirements
- d. GPS- compatible with what software?

- e. Speaker intercom system?

There was discussion about what equipment is optimal in school buses and Dr. McCullough will include the equipment which is typical in bus contracts.

14) Bus routes & stops

- a. District supervisor to prepare
- b. Finalized student rosters provided 2 weeks (?) prior to first day of school year.
- c. District will determine the start date of any changes.

15) Section on Preventative Maintenance & Repairs- See Joint RFP pg. 30

- a. Sell parts inventory and other equipment?

16) Performance Bond; Proposal Bond

- a. Performance Bond 100% or 75% of annual contract price
- b. Pricing without performance bond requirement

Dr. McCullough pointed out the importance of performance bonds in a transportation contract, at least in the first two years of the contract.

17) Other

- a. Notice of termination - # of days?
- b. Frequency of exterior cleaning – 2x's /mo.
- c. No eating on bus
- d. Update policies- 810 series, and administrative regulations
- e. Uniforms?

18) Schedules to complete

19) Cover requirements of school code.

There was discussion about the requirement of a public hearing and notice of the date of the public hearing. The notice of the public hearing should be provided on or before the initial date that the proposals are to be solicited.

Section 528. Third-Party Services.--(a) In addition to the requirements of any other law or regulation, a school employer shall not enter into a contract with a third party for non-instructional services unless the following conditions are met:

(1) The school employer shall solicit applications from third parties.

(2) The school employer's solicitation shall require each third party to provide in the application:

(i) A minimum three-year cost projection to the school employer, using generally accepted accounting principles.

(ii) Information concerning any violation of Federal or State law or regulation by the third party, composite information about the criminal and disciplinary records of current employes of the third party who may perform the non-instructional services and information concerning any traffic

violation or chargeable accident that occurred during the course of employment by an individual employe of the third party.

(iii) Any additional information that the school employer deems appropriate.

(3) The school employer shall conduct a minimum of one public hearing prior to a regularly scheduled board meeting to present to the public the selected proposal of a third party to perform the non-instructional services and to receive public comment. The school employer shall provide notice to the public of the date, time and location of the first public hearing:

(i) on or before the initial date that bids to provide the non-instructional services are solicited; or

(ii) a minimum of thirty (30) days prior to the public board meeting, whichever provides a greater period of notice.

(b) For a school employe whose employment is terminated due to a third party entering into a contract with the school employer for non-instructional services and who seeks employment from the third party during the effective date of the contract, the following shall apply:

(1) The third party shall give consideration to the school employe, which shall include an interview, when hiring any new employe for the same or a substantially similar position which the school employe held with the school employer.

(2) If requested by the third party, the school employer shall provide to the third party information regarding the performance and employment duties of the school employe.

(c) Nothing in this section shall be construed to:

(1) Supersede 7 CFR Pt. 210 (relating to National School Lunch Program) where applicable.

(2) Supersede or preempt the rights, remedies and procedures afforded to school employes or labor organizations under Federal or State law, including the act of July 23, 1970 (P.L.563, No.195), known as the "Public Employe Relations Act," or any provision of a collective bargaining agreement negotiated between a school employer and an exclusive representative of the employes in accordance with that act.

(d) As used in this section, the following words and phrases shall have the meanings given to them in this subsection unless the context clearly indicates otherwise:

"Non-instructional services" shall mean services provided by a school employe whose terms and conditions of employment are governed by a collective bargaining agreement negotiated between the school employer and the exclusive representative of the employe and excluding services provided by a professional employe, a substitute or a temporary professional employe as those terms are defined under section 1101.

"School employer" shall mean a board of school directors, an intermediate unit board of directors or an area vocational-technical board of directors.

"Third party" shall mean a for-profit service provider, including a business or corporation, that contracts with a school employer to provide non-instructional services. The term shall not include an individual.

Dr. McCullough indicated he would need at least three weeks to complete the draft of the RFP.

The meeting ended at 7:54 pm.