

REQUEST FOR PROPOSAL (RFP)  
FOR  
TRANSPORTATION

RFP Release Date: July 16, 2019

Proposal Due Date: August 5, 2019

Bollinger Enterprises, Inc.

44 North State Street

Warren, PA 16345

(814)- 723-8431

## Scope of Work

- A. BEi desires to engage the services of a private transportation company to provide transportation for those participating in BEi's program services.
- B. The contractor is a private transportation company with the equipment, facilities, and ability to provide the transportation services sought by BEi.
- C. Requirements Relating to Vehicle and Vehicle Operation
  - 1) The contractor shall be solely responsible for providing and paying for all fuel that is used by the contractor in order for the contractor to perform the services encompassed by the terms of this agreement.
  - 2) In connection with the services to be provided by Contractor hereunder, Contractor hereby agrees to comply with all laws, rules and regulations, whether federal, state, county or municipal, which are now or in the future may be applicable to its business, equipment and employees engaged in or in any manner connected with the Contractor's provision of services hereunder including, without limitation, the Pennsylvania Motor Vehicle Code and all other laws applicable to the maintenance and operation of vehicles and Contractor hereby represents and warrants that all vehicles to be utilized in the provision of services hereunder are, and shall continue to be, in compliance with all such applicable laws, rules, and regulations.
  - 3) Contractor hereby represents and warrants that all vehicles to be utilized by Contractor in providing services hereunder are, and shall continue to be, in good and safe mechanical and sanitary condition. Contractor further agrees to perform routine preventative maintenance on the vehicles and to have the vehicles periodically inspected as required by Pennsylvania law.
  - 4) Contractor hereby represents and warrants that it has all necessary permits, licenses, and other approvals and authorization which may be required by law and otherwise necessary to the provision of services hereunder. Contractor further represents and warrants that all such licenses, permits, approvals, and authorizations are in full force and effect and that no suspension or cancelation of any form of them is threatened. If there is a change in permits, licenses and other approvals contractor will notify the BEi executive director.
  - 5) No vehicle shall be loaded beyond the seating capacity as set forth in the minimum standards and as indicated on the manufacturer's rated seating schedule/sticker.
  - 6) The speed of all vehicles shall at all times be consistent with the safety of the passengers and shall at no time exceed the speed limit set forth in the minimum standards of the Bureau of Traffic Safety, PennDOT, as promulgated from the Pennsylvania Motor Vehicle Code.
  - 7) Contractor shall install and maintain in each vehicle, or make available to each vehicle driver, an operable communication device which will provide real time communication for the purposes of communicating necessary information about passengers or other emergencies relevant to the well-being of passengers. The real time communication may take the form of cell phones, radios which communicate between the Contractor's base of operations and the vehicle during its transportation time so that messages can be

immediately relayed or other communication methods providing similar communication abilities

- 8) Contractor will provide proof of First Aid and Cardio Pulmonary Resuscitation (CPR) training to BEi for all vehicle operators providing transportation services under this contract. Contractor also agrees to train operators and provide operators reference documents; attachments to this agreement; outlining procedures to be used in the event of medical emergencies and weather related events that impact the safety and well-being of passengers.
- 9) Contractor agrees to provide services on two (2) routes, Youngsville (Appendix A) and Sheffield (Appendix B), per attached schedules, maintain route stop time scheduling as per schedule to ensure passenger consistent pickup times. Contractor agrees to modify schedule as needed as passengers are added or removed from the designated routes provided that deviations from the mileage logged by the Contractor does not exceed two miles from the agreed upon routes. Any proposed route deviation of more than two (2) miles must be reviewed by the Contractor to determine additional cost which must be jointly agreed upon by BEi and Contractor. Drop off is prior to 8:00 AM and Pick up is prior to 3:00 PM.
- 10) With regard to the normal operation of daily runs, the Contractor agrees to utilize vehicles which are fourteen (14) years of age or less. Buses over ten (10) years of age could be purchased if the following conditions are met: 1) bus condition is classified as good given a review by Contractor and BEi and 2) Bus mileage would be less than 100,000 miles. For the purposes of this Agreement and all scheduled and handbooks associated therewith, the parties agree that the age of vehicle shall be measured from the date of manufacture (as established by the vehicle's official identification number) to the commencement of the particular term for which the measurement is made.

### **Insurance Requirements**

- a) Contractor will comply with all federal, state and local regulations, including but not limited to all applicable OSHA requirements and the Americans with Disabilities Act.
- b) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, national origin, physical handicap, age, height, weight, marital status, veteran status, religion, or political belief.
- c) The Contractor will maintain Workers Compensation Insurance compliant with applicable State Law and Commercial General Liability of \$1,000,000 per occurrence or more for bodily injury and property damage.
- d) Contractor shall provide, at contractor's expense, commercial automobile liability insurance covering all drivers and all vehicles employees or used by the Contractor in providing the services hereunder (the "Vehicles"), with minimum limits of liability to be as follows:

Bodily injury per occurrence	\$1,000,000
Bodily injury per person	\$1,000,000

Property Damage per occurrence            \$1,000,000

Or in the alternative:

A combined single limit policy with coverage in the minimum amount of \$1,000,000 and an additional umbrella policy in the minimum amount of \$1,000,000; or a combined single limit policy with the coverage in the minimum amount of \$1,000,000.

At the time of the execution of this agreement, contractor agrees to furnish evidence to BEi that the Contractor's insurance amounts comply with this provision, and said increased coverage amounts must be maintained by Contractor throughout the remainder of the duration of this agreement. Contractor shall provide proof to BEi that contractor is in full compliance with the terms of this provision. All insurance carriers who provide insurance coverage under this agreement must be authorized to write insurance in the Commonwealth of Pennsylvania.

- c) All insurance policies required to be provided and maintained by the Contractor in accordance with this agreement shall name the following as additional insured: BEi, Warren County, Forest County, and Forest/Warren Department of Human Services. All insurance policies shall protect the Contractor and all additional insured from and against any and all claims, demands, action, judgments, costs, expenses and liabilities of every kind and nature which may arise or result, directly or indirectly, from or by reason of such loss, injury or damage as a result or damage of Contractor's, or Contractor's officers, employees or agents operation and performance in accordance with this agreement. Each policy of insurance herein mentioned shall carry with it an endorsement to the effect that the insurance will convey to BEi, by certified mail, written notification of any modifications to, alteration of, or cancellation of the policy at least 30 days prior to the effective date of any such modification, alteration or cancellation. All insurance policies required of the contractor under the terms of the Agreement shall contain provisions that underwriters will have no rights of recovery or subrogation against BEi, its agents, directors, officers, employees, or Board Members, it being the intention of the parties that the insurance so effected shall protect all such parties and that said insurance shall be primarily liable for any and all losses covered by the described insurance.

#### **Clearances**

The Contractor agrees to provide proof of compliance with the Act 33, Act 34, Act 126 and Act 114 requirements for all its employees or agents who will have direct contact with individuals employed at BEi. Additionally, the Contractor agrees to provide proof of compliance with the current Act 33, Act 34, Act 126 and Act 114 requirements (including the FBI fingerprint requirement) for any new applicants that are hired by the Contractor and that will have direct contact with the clients at BEi. Last, so long as the Agreement remains in effect, the Contractor agrees that Contractor shall advise its agents and employees that are required to

immediately notify both the Contractor and BEI if they are arrested or cited for any criminal offense that constitutes a felony, misdemeanor or summary offense.

## HIPAA

Contractor agrees to not release any individual information without the informed, written consent of the individuals, parents, guardians, or authorized others to release such information in accordance with HIPAA. All parties acknowledge that in providing Transportation services Contractor is considered a Covered Entity. Furthermore, it is each party's responsibility to understand and comply with HIPAA and the HIPAA Privacy Regulations, including, but not limited to, 45 CFR 160.103.

## **Anticipated Selection Schedule**

The Request for Proposal timeline is as follows:

Request for RFP: July 16, 2019

Deadline for Bidders to Submit Questions: July 26, 2019

BEI response to Bidder Questions: July 31, 2019

RFP Due: August 5, 2019

Selection of Top Bidders: August 12, 2019

Start of Negotiation: August 13, 2019

Contract Award/Notification to Unsuccessful Bidders: August 23, 2019

## **Time and Place of Submission of Proposals**

The RFP will be posted on the BEI website, [www.beiwarren.com](http://www.beiwarren.com), and can be down loaded directly from there as of 11:00 AM on July 16, 2019.

Respondents to this RFP must submit one original and five copies of their proposal. Responses must be received no later than August 12, 2019. Responses should be clearly marked "RFP – Transportation" and mailed or delivered to the contact person listed.

## **Proposal Submittal**

Completed proposals shall be submitted to [clarkw@beiwarren.com](mailto:clarkw@beiwarren.com) by August 5, 2019.

Please direct any questions regarding proposal submission to William Clark, Executive Director at [clarkw@beiwarren.com](mailto:clarkw@beiwarren.com) or 814-723-8431 ext 12.

Complete and submit Appendix C.

