

SULLIVAN WEST CENTRAL SCHOOL DISTRICT

**SPECIFICATIONS AND BID FORM
FOR
STUDENT TRANSPORTATION**

Bids to be opened:

AT: 10:30 a.m.
DATE: February 5, 2019
PLACE: Sullivan West Central School District
33 Schoolhouse Road
Jeffersonville, New York 12748

Bidder Information

Company Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone (_____) _____ Fax (_____) _____

E-Mail: _____

Statement by Bidder as to whether Bidder is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:

Corporate Seal

Name of individual legally authorized to bind the Bidder to a contract (Please print or type):

Signature of same individual stipulated directly above:

Date: _____



SULLIVAN WEST CENTRAL SCHOOL DISTRICT
33 Schoolhouse Road
Jeffersonville, New York 12748

NOTICE TO BIDDERS

The Board of Education of the Sullivan West Central School District, Jeffersonville, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Sullivan West Central School District for a five-year (July 1, 2019-June 30, 2020 to July 1, 2023-June 30, 2024) period.

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year in the five-year Contract program may be awarded by the Sullivan West Central School District as a one-year Contract. In the event that a one-year Contract is awarded, the Sullivan West Central School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

Effective January 8, 2019, Bid Specifications, Conditions, and forms for Bid submissions are available on the website of the Sullivan West Central School District at www.swcsd.org. To pick-up in person at the School District, come to the Administrative Office at 33 Schoolhouse Road, Jeffersonville, New York, between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

Sealed Bids will be received until 10:30 a.m. on February 5, 2019, by Lorraine Poston, Assistant Superintendent for Administrative Services, at the Sullivan West Administrative Office located at 33 Schoolhouse Road, Jeffersonville, New York, at which time all Bids will be publicly opened and read. Bids will not be accepted that are sent by facsimile or by electronic mail.

Bids are to meet all requirements for Bids set forth herein and a Bid which does not conform to those requirements may be rejected. Notwithstanding the foregoing, however, the Sullivan West Central School District reserves the right to waive non-conformities or omissions which, in its considered judgment are not material. The Sullivan West Central School District further reserves the right to reject all Bids if it is determined to be in the School District's interest to do so.

A pre-Bid meeting will be held at the Administrative Office of the Sullivan West Central School District on January 15, 2019, at 10:30 a.m. Interested Bidders are strongly encouraged to attend.

Bids will remain firm for a period of 45 days following the date of the opening, and shall thereafter remain firm unless the Bidder provides written notice to the Sullivan West Central School District Administrative Office that the Bid has been withdrawn.

Three separate and independent Bids shall be submitted for operating programs, one for regular daily Home-to-School transportation; one for the provision of Field and Sports Trips services; and one for the provision of Summer School transportation services. The Sullivan West Central School District may elect to award one or all of the contracts, but it reserves the right to reject any or all Bids.

Bidders shall be required to furnish, at their own expense, a Bid Bond or certified check for 10 percent (10%) of the first-year amount of the contract for each operating Bid being submitted. The surety company issuing the Bid Bond must be licensed in New York State and rated as a "Secure" carrier (Superior, Excellent, or Good) in the current edition of A.M. Best's *Insurance Guide*. A single Bid Bond or a single certified check can be provided in the total amount of all of the Bids being submitted.

The Bid Bond or certified check will be deposited with the Sullivan West Central School District as a guarantee that the Contract will be signed and delivered by the Bidder, and in default of this, the amount of such check or Bid Bond shall be retained for use by the Sullivan West Central School District as liquidated damages on account of such default.

A Performance Bond in a sum equal to 100% of the annual amount of the operating contract(s) for each year an award is made is an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be consent of surety from a surety company rated in the current edition of A.M. Best's *Insurance Guide* as a "Secure" carrier (Superior, Excellent, or Good), or from an agent authorized to bind the surety company, guaranteeing coverage consistent with what is specified.

Christina Kautz

Christina Kautz
District Clerk
Sullivan West Central School District

INSTRUCTIONS TO BIDDERS

1. Inspect carefully all general and special provisions of this Request for Bids. Complete Bid requirements are set out in Section 2.1 of this Request for Bids, "BID PROCEDURES AND REQUIREMENTS."
2. Provide all information requested, and complete the "Bid Certification", the Form- of-Bid, and the Pricing Sheet for each Bid. Be sure to sign in all required places, and initial each page where indicated. If no Bid is being submitted on one or more of the separate Bids, please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Bid amount or a "No Bid" designation.
3. Return these documents (without removing any sheets), along with all other required materials as detailed in these documents. All materials submitted to the Sullivan West Central School District pursuant to this Bid become the property of the School District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. **One (1) original and two (2) copies of each Bid, including any collateral materials, must be submitted to the Sullivan West Central School District.** No other distribution of the Bid shall be made by the Bidder.
4. Bids must be presented in a sealed opaque envelope or box(es), addressed as follows:

**Board of Education
Sullivan West Central School District
33 Schoolhouse Road
Jeffersonville, New York 12748
Attn: Lorraine Poston, Assistant Superintendent for Administrative
Services**

Transportation Bid – February 5, 2019 - 10:30 a.m.

5. Bids will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the Sullivan West Central School District Administrative Office that the Bid has been withdrawn.
6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Sullivan West Central School District for ten percent (10%) of the first year calculated gross annual contract amount for each operating Bid submitted. The surety company issuing the Bid Bond must be licensed in the State of New York and rated as a "Secure" carrier (Superior, Excellent, or Good) in the current edition of A.M. Best's *Insurance Guide*.

Proof of the ability to secure a Performance Bond equal to 100% of the annual operating Contract(s) is also required and must be submitted with the Bid consistent with the requirements specified herein.

The Sullivan West Central School District will not accept a cash deposit in lieu of a Performance Bond.

7. Questions pertaining to these Specifications may be addressed at the pre-Bid meeting to be held on January 15, 2019, at 10:30 a.m. at the Sullivan West Administrative Office located at 33 Schoolhouse Road, Jeffersonville, New York. All interested Bidders are strongly encouraged to attend. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm. If the Sullivan West Central School District is officially closed on the scheduled day of the pre-Bid meeting due to weather, or other emergency conditions, the pre-Bid meeting will be held on the next day that the Sullivan West Central School District is officially open at the same time and place.
8. If the Sullivan West Central School District is officially closed on the scheduled day of the Bid opening due to weather, or other emergency conditions, the opening of the Bids will be held on the next day that the Sullivan West Central School District is officially open at the same time and place.
9. Bids will be received until 10:30 a.m., on February 5, 2019 at the Sullivan West Central School District Administrative Office at 33 Schoolhouse Road, Jeffersonville, New York, at which time all Bids will be publicly opened and read.
10. Bidders are encouraged to check thoroughly all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder's responsibility to ensure that all requested information is supplied with the initial Bid and that the Bid is received at the designated location by the date and time indicated. The Sullivan West Central School District will reject any late submissions, and the Sullivan West Central School District is not responsible for notifying the Bidder of any missing elements of the Bid.

These Specifications were designed for the sole use of the Sullivan West Central School District pursuant to a contract with Transportation Advisory Services (TAS), and the use of these documents by others without the expressed written consent of the Sullivan West Central School District and Transportation Advisory Services is prohibited.

BIDDER'S CHECK LIST

The following check-list is provided for the convenience of the Bidders and is not a part of the Contract documents. Each Bidder is encouraged to ensure their complete compliance with all requirements of the Bid documents. Compliance with the Bid requirements is the sole responsibility of the Bidder.

1. Bid Bond or Certified Check
2. Most recent State fiscal year (April 1, 2017 to March 31, 2018) copy and the two previous State fiscal years (April 1, 2016 to March 31, 2017 and April 1, 2015 to March 31, 2016) copy of the Bidder's **Department of Transportation Bus Inspection System Operator Profile** for the terminal(s) at which major maintenance functions will be performed for these Contracts.
3. Information identifying any pending lawsuits and/or liens that would be material to these Contracts, as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be provided with the Bid.
4. A description must be provided of any bankruptcy filings by the Bidder and any of its affiliated companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder within the last seven (7) years.
5. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.

Proof must be provided of the ability to obtain a Performance Bond.

6. The Bidder must provide proof, along with the completed Bid package, that it can provide the expected insurance coverage as outlined in these Bid documents.

Proof guaranteeing appropriate insurance coverage must be in the form of a letter from a New York State licensed insurance agent, information from an authorized ACORD insurance form, or an insurance carrier guaranteeing appropriate coverage.

The Bidder is to provide the current A.M. Best rating of the insurance carrier.

7. Bidders are required to provide to the School District, at least three (3) references, other than the Sullivan West Central School District, are to be provided on the Bid submission form(s).
8. The Bidder and any of its affiliated and/or related companies presently owned or managed in part or in totality by the Bidder and/or principals of the Bidder is to submit a copy of its annual Department of Motor Vehicles **ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT** (Form DS-3.3 (3/18)) for the last three calendar years (2015, 2016, and 2017).

9. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the high-quality service will be provided to the Sullivan West Central School District.
10. Vehicle List (Appendix B of Specifications)
11. Form of Parents' Bill of Rights for Data Privacy and Security signed with signature (Appendix C of Specifications)
12. Hold Harmless Agreement signed and notarized
13. Financial Information Compliance Form signed
14. Form-of-Bid Information completed with all required information and signed
15. Pricing Sheets for Bid submission completed and signed
 - 15.1 Pricing Sheet-1 - Home-to-School District Transportation
 - 15.2 Pricing Sheet-2 - Field and Sports Trips
 - 15.3 Pricing Sheet-3 - Summer School Transportation
16. Non-Collusive Bid Certification signed
17. Acknowledgement by Bidder signed and notarized
18. All pages of Bid documents included and initialed
19. All Bid submissions properly signed where indicated
20. One (1) original and two (2) copies of each Bid submission and related materials

SULLIVAN WEST CENTRAL SCHOOL DISTRICT

33 Schoolhouse Road
Jeffersonville, New York 12748

**CONTRACT: HOME-TO-SCHOOL, FIELD AND SPORTS TRIPS, and SUMMER
SCHOOL TRANSPORTATION**

BID DATE: February 5, 2019, 10:30 a.m.

NON-BIDDERS RESPONSE

The Sullivan West Central School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the above address by fax to (845) 482-4720. Failure to do this may result in your firm being removed from advance notice lists of potential Bids/Requests for Proposals compiled by the Sullivan West Central School District.

- ☐ Unable to submit a Bid at this time, but would like to receive information about future Bids/Requests for Bids.
- ☐ Contract too small/large for our firm (circle one).
- ☐ Lack of fleet to meet requirements.
- ☐ Lack of terminal to meet requirements.
- ☐ We are unable to meet Specifications. Provide detail: _____
- ☐ Insufficient time allowed for preparation and submission of Bid.
- ☐ Other reasons: _____

You may remove our name from the Bid submission list for:

- ☐ All Bids/Requests for Bids
- ☐ This particular service
- ☐ Remainder of this year
- ☐ Other:

Print Name of Officer of Company

Signature of Officer of Company

Title

Company Name

Street Address

Post Office, State, ZIP

Date

Telephone Number

Fax Number

E-Mail Address

Initial

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1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Sullivan West Central School District will bind Bidders and Successful Bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase Contract awarded by the Sullivan West Central School District.

DEFINITIONS

- | | | |
|---------------------------------|---|--|
| "Addendum" | - | a written instrument issued by the Sullivan West Central School District, or its agent, prior to the execution of the Contract which modifies or interprets the Bid documents by additions, deletions, clarifications, or corrections |
| "Board" | - | the Board of Education of the Sullivan West Central School District. |
| "Contract" | - | an agreement duly executed by the Sullivan West Central School District and the Bidder which calls for the transportation of pupils of the Sullivan West Central School District by the Contractor(s) in accordance with all terms, conditions, requirements and Specifications in the Bid, for a price to be paid by the Sullivan West Central School District. |
| "District" or "School District" | - | shall mean the legal designation of Sullivan West Central School District. |
| "Evaluation Criteria" | - | the means by which the Sullivan West Central School District will evaluate the Bids submitted. |
| "He" or "She" | - | When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her, and if the Contractor is an entity, "it". |
| "Profile" | - | As used in these Specifications, it is the summary of a school bus operator's New York State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found. |

"Bid"	-	an offer to furnish materials, services, supplies, and/or equipment in accordance with invitation to Bid, the general conditions, and the Specifications.
"Bidder" or "Contractor"	-	any individual, company, or corporation submitting a Bid, and is qualified consistent with the "Bidder Qualifications" section of this document.
"Specification"	-	description of services to be performed by Bidder and Sullivan West Central School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
"Successful Bidder"	-	any Bidder to whom an award is made by the Sullivan West Central School District.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Bid opening is stated in the Notice to Bidders. *If the Sullivan West Central School District is officially closed on the date scheduled for Bid opening, the required submission time, and Bid opening, will be held at 10:30 a.m. on the next day that the Sullivan West Central School District is officially in session.*
- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The Bid sheets are not to be removed from the document. One (1) original and two (2) copies of each Bid, including any collateral materials, must be submitted to the Sullivan West Central School District. No other distribution of the Bid shall be made by the Bidder. All Bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures. The Sullivan West Central School District reserves the right to interpret figures where clarity of submission requires said action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates or options will have Bids submitted.
- 2.1.5 A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend, or omit any requirement of the Bid documents.
- 2.1.6 A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by

the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be original, handwritten in ink, with the full name of the person executing same provided typewritten or printed legibly. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also set forth the State the Bidder is incorporated and shall have the corporate seal affixed in the space provided. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

Additionally, the name(s) of the principals of any Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Sullivan West Central School District for all those individuals whose ownership is equal to, or is greater than, five percent (5%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided.

- 2.1.7 Each Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bids. Upon request of the Sullivan West Central School District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.
- 2.1.8 All information required in the Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a Bid is submitted, must be provided in order to constitute a conforming Bid.
- 2.1.9 No alteration, erasure, or addition is to be made on the printed pages. Any deviations from the Conditions and Specifications will constitute sufficient grounds for rejection of a Bid.
- 2.1.10 Prices and information required, except for the signature of the Bidder, should be typewritten or hand printed in ink for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by the Bidder must be initialed. All signatures must be original, written in ink. All signatures and initials must be made by authorized company personnel only. Facsimile, printed, electronic or typewritten signatures are not acceptable.
- 2.1.11 No charge will be allowed for Federal, State, or municipal sales and excise taxes since the Sullivan West Central School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
- 2.1.12 Bids received after the date and/or time stated in the Notice to Bidders will not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Sullivan West Central School District. Whether sent by mail or by means of personal delivery, the Bidder solely assumes responsibility for having his/her Bid deposited on time at the place specified. HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID(S), TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE

AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SULLIVAN WEST CENTRAL SCHOOL DISTRICT.

- 2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with Specifications.
- 2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Sullivan West Central School District, Att.: Lorraine Poston, Assistant Superintendent for Administrative Services, at the Administrative Office. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. Box 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, electronic, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Sullivan West Central School District and will not be returned.
- 2.1.15 Freedom of Information Law: The New York State Freedom of Information Law, as set forth in Public Officers Law, Article 6, §§84-90, mandates public access to government records. However, Bids submitted in response to this Bid may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, **"THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"**. The Sullivan West Central School District assumes no liability for disclosure of information so identified, provided that the Sullivan West Central School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The information supplied by the Bidder will be utilized by the Bid review committee, its consultant(s) and advisors, and authorized Sullivan West Central School District representatives in the review of Bids, consistent with applicable regulations and laws.

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

2.2.1.1 The Bid has been arrived at by the Bidder independently and has been submitted without

collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for Bids, and

2.2.1.2 The contents of the Bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the Bid.

2.2.1.3 The Bidder does not engage in investment activities in Iran and is not on the list created pursuant to Section 165-a(3)(b) of the State Finance Law.

2.2.2 Qualifications of Bidders: The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students and the public generally. The School District may make any investigation reasonably necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the School District with all such information for this purpose as the School District may request.

The Sullivan West Central School District reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the Sullivan West Central School District may choose to reject any Bid where the Bidder's stated qualifications are such that the School District reasonably believes that the Bidder may not be able to perform the transportation service in a safe and an efficient manner.

The School District shall be the sole interpreter of all information.

The following information is to be provided as part of the Bid submission:

2.2.2.1 Department of Transportation Bus Inspection Information: The Bidder shall submit the most recent State fiscal year (April 1, 2017 to March 31, 2018) copy available from the New York State Department of Transportation of its **New York State Department of Transportation (DOT) Bus Inspection System Operator Profile Summary** for the terminal(s) at which the DOT inspections will be made and at which major maintenance functions will be performed for these Contracts. The **Profile** is to include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.

If the Bidder will be establishing a new location for the maintenance of the vehicles, the Bidder must submit comparable inspection information for the three physically closest maintenance locations currently being operated. If the Bidder does not operate three locations, DOT histories must be submitted for all locations currently being operated in New York State.

Major functions are defined as those other than day-to-day running repairs generally based upon defects identified through the Driver Vehicle Inspection Report (DVIR). Major

functions include preventive maintenance, engine and/or transmission repairs and overhauling, body repair, any rebuilding of the aforementioned items, and pre-DOT inspections by the Contractor. A qualified Class A (or ASE certified) Mechanic as opposed to a mechanic's assistant or helper ordinarily performs these maintenance services.

The School District reserves the right to reject as a responsible Bidder any Bidder whose DOT Profile passing rate (for the terminal to provide maintenance services) is 89.9% or less (Out-of-Service rate of 10.1% or higher). If the School District should decide to accept as responsible any Bid that falls below this qualifying threshold, the Bidder will be required to submit an action plan to demonstrate a methodology to achieve a 90% or above rate for the maintenance terminal during the first year of the contract in addition to the requirements as detailed in Section 8.16.15 of the specifications. The acceptability of the terms of the action plan is solely at the discretion of the School District.

If the Bidder is submitting DOT Profiles for other locations than the one that will be servicing the Sullivan West Central School District, the average of the DOT Profiles submitted shall be utilized for the calculation of the out-of-service rate.

2.2.2.2 Information identifying any pending lawsuits and/or liens that would be material to these Contracts, as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be provided with the Bid.

2.2.2.3 A description must be provided of any bankruptcy filings by the Bidder and any of its affiliated companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder within the last seven (7) years. The Sullivan West Central School District reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the Bid.

2.2.2.4 A statement as to whether the Bidder and any of its affiliated and/or related companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.

2.2.2.5. Insurance Information: The Bidder must provide proof, along with the completed Bid package, that it can provide the expected insurance coverage as outlined in these Bid documents. This proof can be in the form of a certificate of insurance naming the Sullivan West Central School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide in the event the Bidder is awarded the Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Bid specifications.

2.2.2.6 References: For Bidders not currently providing transportation services to the School

District, at least three (3) references, other than the Sullivan West Central School District, are to be provided on the Bid submission form(s). On the Form-of-Bid the references are to be from School Districts, BOCES, agencies, and/or schools that are at least comparable in size to the Sullivan West Central School District for whom student transportation services were provided within the last three school years.

References are to be for the Bidder and/or related companies presently owned or managed in part or in totality by the Bidder and/or principals of the Bidder.

- 2.2.2.7 The Bidder and any of its affiliated and/or related companies presently owned or managed in part or in totality by the Bidder and/or principals of the Bidder is to submit a copy of its annual Department of Motor Vehicles **ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT** (Form DS-3.3 (3/18)) for the last three calendar years (2015, 2016, and 2017). If the Contractor has not previously operated in New York State, comparable accident data for the two geographically closest states to New York must be provided. (A copy of the report is available at: <http://www.dmv.ny.gov/forms/ds33.pdf>.)

The School District reserves the right to reject as a responsible Bidder any Bidder whose average of the number of accidents per ten thousand miles traveled for the three calendar years (2015, 2017, and 2017) as reported on each **ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT** is .26 or higher.

The School District reserves the right to request a copy of the Department of Motor Vehicles for (MV 104F), "Accident Report for School Vehicles", for any accident(s) involving the Bidder's school buses during the present and last three calendar years.

The Bidder is to describe its accident review process as well as its driver retraining and/or corrective action procedures that are taken.

- 2.2.2.8 Bid Information: On the forms provided within this Bid Request, the Bidder must list its base costs for the required services for the type of vehicle for the time period(s)/mileage interval(s) requested. The cost for required base services is to be separate and independent of the cost for any enhancements or alternates to service that the Bidder is willing to make available.

- 2.2.2.9 Financial and Compliance Information: As Part of its determination of a responsible Bidder, the District reserves the right to request the following:

- 2.2.2.9.1 The School District may request from the Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent Certified Public Accountant (CPA). These statements must contain financial information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These

statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

If requested, this financial information is to be provided within 48 hours and can be provided in a sealed envelope.

The purpose here is to determine whether the Bidder is clearly in a financial position to operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing these Contracts. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof. The School District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the School District. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the School District has the right to reject the Bid.

2.2.2.9.2 All financial statements and qualifying documents must include the actual company/entity submitting the Bid as well as any related or affiliated companies that participate in providing the transportation services.

2.2.2.10 Oral Presentation Information: As part of the evaluation of the Bid the Sullivan West Central School District reserves the right to require the Bidder to make an oral presentation relative to the details that comprise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Pricing Sheets.

The School District reserves the right to make a site visit and inspection of any facility(ies) that will be utilized by the Bidder in the performance of this Contract. Additionally, prior to any Contract award, the School District has the right to review all driver and attendant/monitor records to ensure compliance with Federal and State laws and regulations. As part of this review, the School District can request a copy of the most recent, and the previous two, reviews from the Department of Motor Vehicles (DMV) to verify that the Contractor's drivers are in conformance with Article 19-A requirements.

The Sullivan West Central School District is under no obligation to meet with any

Bidder, and can, at the Sullivan West Central School District's sole discretion, base any evaluation of the Bid solely on the information and materials as submitted pursuant to this Request for Bid.

- 2.2.2.11 Any Other Information: The Bidder is invited to provide any other information or data that further shows its experience or qualifications and/or ensures that it is a responsible Bidder that can provide the highest quality service required through these specifications.

2.2.3 Total Cost of the Bid

- 2.2.3.1. On the forms provided within this Request for Bid, the Bidder must list its base costs for the required services and time period(s) requested, and as to each of the types of service described in Sections 2.2.3.2.1, 2.2.3.2.2, and 2.2.3.2.3 below.
- 2.2.3.2. Base Cost Forms:
- 2.2.3.2.1. Bid for HOME-TO-SCHOOL TRANSPORTATION, Pricing Sheet – 1 for five years (2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024).
- 2.2.3.2.2. Bid for FIELD/SPORTS TRIPS, Pricing Sheet - 2 for five years (2019-2020, 2020-2021, 2021-2022, 2022-2023, and 2023-2024).
- 2.2.3.2.3. Bid for SUMMER SCHOOL PROGRAMS TRANSPORTATION, Pricing Sheet – 3 for five years (2019, 2020, 2021, 2022, and 2023).

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of this Request for Bids, including the Specifications, will be made to any Bidder orally. Every request for such interpretation must be made in writing, addressed to Lorraine Poston, Assistant Superintendent for Administrative Services, Sullivan West Central School District, 33 Schoolhouse Road, Jeffersonville, New York 12748, or by fax to (845) 482-4720, or by e-mail to postonlor@swcsd.org received no later than five (5) business days prior to the date fixed for the opening of Bids, namely, February 5, 2019.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Sullivan West Central School District in the form of addenda to the Specifications. All addenda so issued shall be e-mailed to all prospective Bidders of record and become a part of this Request for Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. Any and all addenda must be submitted with the Bid by the Bidder.

3. AWARD

3.1 Award Period

The Sullivan West Central School District will endeavor to make an award within forty-five (45) days after the date of the Bid opening, and all Bids shall remain firm during that time period. The School District further reserves the right to make awards following this initial forty-five (45) day period to any Bidder who has not provided written notice to the School District Administrative Office that its Bid has been withdrawn.

Prior to the award of the Contract and during the course of the Contract, the School District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder provided that such changes will not result in a material change in the scope of the required services and/or enhancements offered by the Bidder.

The award of the Contract(s) will be based upon an evaluation of the Bid as described herein. The right to make decisions, evaluations and judgments rests solely with the Sullivan West Central School District whose judgments will be final.

The Sullivan West Central School District is requesting Bids for a five-year Contract period (July 1, 2019-June 30, 2020; July 1, 2020-June 30, 2021; July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; and July 1, 2023-June 30, 2024) for Home-to-School as well as Field and Sports Trips transportation services, and for a five-year Contract period (2019, 2020, 2021, 2022, and 2023) for Summer School transportation services, all multi-year contracts contingent upon voter approval. **The Contract(s) may be extended for future school years based in accordance with the applicable State law and regulations.**

Given the tax cap requirement within New York State, price increases during the five-year term of the Contract must be controlled. Therefore, no Contract price percentage increase may exceed 1.25% from one Contract year to the next for the five-year Contract. For example, if the price of a large bus is \$350.00 per day for the first year, the same bus cannot be more than \$367.84 per day for year five of the five-year Contract. The 1.25% increase is a maximum increase, and Bidders are encouraged to submit cost increases at a lower rate.

Bidders will submit, on the Pricing Sheets, their prices for operating the transportation program of the Sullivan West Central School District for each of the five-year terms and for each of the Contracts. The School District reserves the right to reject any Bid that is not completed as to any year or category.

The Contract(s) will be awarded based upon a review by the School District of all elements of the Bid submitted, consistent with the Terms and Conditions of this Request for Bids. The School District reserves the right to award one or more of the Contracts consistent with these Bid documents.

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year in the five-year Contract program may be awarded by the Sullivan West Central School District as a one-year Contract. In the event that a one-year Contract is awarded, the Sullivan West Central School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

3.2 Home-to-School Transportation Program

- 3.2.1 For Home-to-School transportation services, the pricing system used in these Contracts is based upon the length of day the specific vehicle is in use on behalf of the Sullivan West Central School District. The daily usage shall be determined based upon the scheduled route length as determined by the Sullivan West Central School District where the bus is in direct service to the School District.

The daily usage shall be based upon the scheduled route length as determined by the School District where the bus is in direct service to the School District. The daily usage time does not include deadhead time for the bus to travel from or to the Contractor's terminal. In the AM, the route length (time basis for payment) will be based upon the distance from the High School at 6604 State Route 52, Lake Huntington, throughout the route to drop-off students at their school of attendance, and then back to the High School. A similar pattern will exist for PM routes to pick-up students from school.

For example, the time for first tier AM routes will begin as if the bus leaves the High School, travels directly to pick-up the students on the assigned route, and returns to the High School to drop-off the students. For the time for the second tier, the bus will then leave the High School, pick-up students on the assigned route, bring them to the Elementary School, and then return to the High School.

Route times, as determined by the School District, do not include any pre or post trip times.

The daily usage time will include any requirement for the buses to wait until a specific time for embarkation and will include any required time for the buses to be at the first school to transport students to their home.

A similar structure for the determination of time for payment purposes exists for the Summer School Contract.

During the term of the Contract, the Sullivan West Central School District may increase or decrease the use of vehicles and/or routes as needed to meet the

demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on Pricing Sheet-1. The determination as to length of day for billing purposes shall be made by the School District.

The Sullivan West Central School District is looking for pricing for transportation services for the Home-to-School Contract with the School District providing fuel.

School District provided fuel will be for the miles of operation for those vehicles that are dedicated to the Sullivan West Central School District. The determination of the miles for the provision of fuel will be made in the same manner as the determination of time for payment purposes. Fuel will not be provided for any deadhead miles for the bus to travel from or to the Contractor's terminal.

- 3.2.2 The regularly scheduled Home-to-School AM and PM transportation program for which the School District is requesting Bids will be similar to that which is shown in Appendix "A", Program Descriptions, of these Specifications. Daily hours will include any combination of morning, mid-day, and afternoon routes including routes identified as Late Routes.

Vehicles can be used for any combination of in-School District and out-of-School District routes and for any combination of morning, mid-day, and afternoon routes to comprise the number of daily paid hours.

All route times shall be determined by the Sullivan West Central School District. The total time for the day shall determine the pricing level for that bus or van (e.g., three [3] hours, four [4] hours, or five [5] hours) based upon the rates submitted). Route times between whole hours will be rounded to the nearest half-hour with the division at the quarter-hour or the three-quarter hour point (ex., from three hours [3:00] to three hours and fifteen minutes [3:15] will be paid for three hours [3:00] while three hours and sixteen minutes [3:16] to three hours and forty-five minutes [3:45] will be paid for three-and-a-half hours [3½]. Three hours and forty-six minutes [3:46] to four hours [4:00] will be paid for four hours). Half hour rates will be the average between the lower hourly rates from the next highest hourly rate. For example, to calculate the rate for 3.50 (3½) hours, the average of the difference between the three (3) hour rate and the four (4) hour rate will be used. If the three (3) hour rate is \$325, and the four (4) hour rate is \$350, the difference is \$25 with the average of the difference being \$12.50 which will make the rate for a 3.50 (3½) hour bus to be \$337.50.

Ordinarily, the School District will pay for a minimum of three (3) hours (one-and-a-half [1½] hours in the morning and one-and-a-half [1½] hours in the afternoon) for the type of vehicle being used for regularly scheduled routes that are operating for a single morning and afternoon tier. For regularly scheduled routes that are operating for a one-and-a-half (1½) hour single tier in the morning only or in the afternoon only, the School District will pay for the one-and-a-half (1½) hour at two-thirds (67%) of the three (3) hours rate for the type of vehicle

being used. This payment schedule does not apply to transportation services that may operate intermittently such as late routes, mid-day transportation services, and shuttles or to intermittent transportation services for which special pricing has been requested.

Specialized routes such as those that operate during the school day, such as late routes, mid-day routes and/or shuttles, that operate within 30 minutes of a scheduled AM or PM route may be considered part of the scheduled length of the day for the bus use, and they will be charged as part of the base Home-to-School times for the bus. For example, if a PM route ends at 3:55 and the late route starts at 4:10, the School District will have the ability to add this additional route assignment onto the basic length of the day. Should this occur, the non-driving time between the end of the regular route and the beginning of the special route will be considered “time” for billing purposes. A determination on the applicability of route qualifying as a base bus cost will be made solely by the School District.

Late routes, mid-day routes, and shuttles that operate separately from a scheduled PM route will be based upon a one-hour guarantee. These routes shall be paid based upon the rate per hour as shown in the Pricing Sheet.

- 3.2.3 All pricing for all Bids must be progressive or not less than the price submission of the Bids for the previous hourly charge for the requested daily hours for the same type of vehicle. That is, the charges from the lowest daily charge (three [3] daily hours) to the highest daily charge (five [5] daily hours) for the Home-to-School Bid must be progressive or not less than that which was Proposed as the previous hour rate.

In other words, for the same type of vehicle, the five (5) hour charge can be equal to but not less than, the four (4) hour charge, and the four (4) hour charge can be equal to, but not less than the three (3) hour charge.

The same pricing requirement applies to the Summer School Bid submission.

- 3.2.4 For days in which a testing schedule exists (ex., Regents week and/or other special examination periods) and/or days of inclement weather that may require changes in the transportation service, the number of routes may be decreased or increased as well as having their operating time changed in order to meet the transportation program needs of the School District for the examination days or to ensure that students are transported to/from school fully, safely, and timely. Payment will be made in accordance with the price submittals on Price Sheet – 1 for the hours required for the service.
- 3.2.5 The Sullivan West Central School District is also requesting an Excess Hourly Rate for the extension of routes that are more than five (5) hours. The Excess Hourly Rate will be paid in 15-minute increments rounded to the nearest quarter hour. In other words, if a route is added for five (5) hours and 20 minutes, it will be paid at the five (5) hour rate plus a quarter of the Excess Hourly Rate. If one

of the existing five (5) hour routes is extended by 40 minutes, it will be paid at the five (5) hourly rate plus three-quarters of the Excess Hourly Rate.

Tolls will not be paid for deadhead miles.

Appendix “A” includes information on the current daily Home-to-School hourly vehicle use for the September 1, 2018-June 30, 2019 school year.

Whenever necessary, compensated times will be determined by the Sullivan West Central School District based upon trial routes, the minimum of a three (3) consecutive day average of actual operating times after the first two (2) weeks of the start of school, computer estimated times utilizing industry standard routing software, GPS (Global Positioning System) provided information, and/or web-based maps. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (30 minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to route times and payments will be determined by the School District.

These minimum guarantees may be modified for specialized routes, early dismissals, or exceptional circumstances as determined by the Sullivan West Central School District. Prior to the initiation of any route, the School District will notify the Contractor of the time allocation and approved payment basis for the route.

Support for any “excess billing” shall be supplied to the Sullivan West Central School District as requested, and included in the monthly invoice. Given the dynamic nature of transportation, as route changes occur, the payment basis for the route may increase or decrease. Contractor’s billing must reflect these changes, and all such changes must be approved in advance and in writing by the School District.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Sullivan West Central School District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the School District prior to performing the service, the School District reserves the right to determine the most appropriate method of reimbursing the Contractor.

- 3.2.6 There will be instances when buses to special education locations are required to operate on days when the Sullivan West Central School District schools are closed. Ordinarily, these would be scheduled calendar days for the non-School District special education locations. In those cases, the Contractor will be required to provide the necessary vehicles and the billing to the School District shall be adjusted to reflect the actual bus usage.

- 3.2.7 For certain routes the Sullivan West Central School District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the School District. The attendants/monitors will be paid for the time of the operation of the route, as determined by the route times calculated by the School District where the bus attendant/monitor services are required. Payment will be made in half-hour segments, rounded to the nearest half-hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

However, the Sullivan West Central School District reserves the right to assign its own bus or van, attendants/monitors, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the School District in facilitating the placement of these School District assigned people on the Contractor's buses. Where payment is made on a per pupil basis, the School District assigned person will not be considered a passenger for billing purposes.

- 3.2.8 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the five-year Contract period for the Home-to-School Contract. The prices submitted on Pricing Sheet-1 will be multiplied by the appropriate category on the following program profiles for each Contract year. The school year will be based upon 176 days. The aggregate total cost of the five years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Sullivan West Central School District, but is intended for Bid calculation purposes and Bond valuation purposes only.

Home-to-School Transportation Program					
Number of Vehicles per Day					
	71/72- Passenger Bus	65/66- Passenger Bus	30/35- Passenger Half-Bus	18/24- Passenger A/C Van	7- Passenger A/C Caravan
Number of Vehicles at Three (3) Daily Hours	1	2			
Number of Vehicles at Three-and-a-Half (3½) Daily Hours	1	2		1	
Number of Vehicles at Four (4) Daily Hours		2	1	1	
Number of Vehicles at Four-and-a-Half (4½) Daily Hours		3		1	
Number of Vehicles at Five (5) Daily Hours	2	9	1	1	1
	-----	-----	-----	-----	-----
Total	4	18	2	4	1
Number at Excess Daily Hours		5		1	1.5
Number of Daily Mid-Day Route Hours		2			
At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.					

Home-to-School Transportation Program	
	Attendants/Monitors
Number of Daily Hours	14.5
Number of Attendants/Monitors	4
The attendant/monitor will be paid for the same number of hours as the bus or van.	

- 3.2.9 After the five-year Contract period, the Contract(s) may be extended at a rate to be determined each year by the Sullivan West Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If the Successful Bidder does not wish a renewal of the five-year Contract (July 1, 2019-June 30, 2024), the Contractor must notify the Sullivan West Central School District by September 1, 2023. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contract in compliance with the Commissioner's regulations if the School District should wish such a Contract extension.

- 3.2.10 Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year in the five-year Contract program may be awarded by the Sullivan West Central School District as a one-year Contract. In the event that a one-year Contract is awarded, the School District may elect to renew this Contract in subsequent years at a price to

be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

- 3.2.11 Bidders should note that they are requested to signify on Pricing Sheet-1 their interest in accepting an award for the provision of the Home-to-School transportation program only (if they are not awarded the Field and Sports Trips and/or the Summer School Transportation Contract(s)).

3.3 Field and Sports Trip Transportation

- 3.3.1 The Sullivan West Central School District is looking for pricing for transportation services for the Field and Sports Trips Contract with the School District providing fuel.

- 3.3.2 Specific requirements for Field and Sports Trips include the following:

- 3.3.2.2 The Contractor is to have available each day at least two 65/66-passenger buses and drivers for Field and Sports Trips that encompass the AM and the PM route times.

If the Contractor is unable to provide the minimum of two 65/66-passenger Field and Sports Trips buses, and this leads to the School District having to contract with another Contractor at a higher cost, the excess cost will be charged back to the School District's Contractor who holds the contract for the Field and Sports Trips.

- 3.3.3 The Contract for the Field and Sports Trips Program will be awarded for a five-year Contract period (July 1, 2019-June 30, 2020; July 1, 2020-June 30, 2021, July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; and July 1, 2023-June 30, 2024), subject to voter approval.

- 3.3.4 Bidder will submit, on Pricing Sheet - 2, its price for operating the Field and Sports Trips Program. The School District is requesting the Bidder to submit a price for time (driving time and waiting time separately) and mileage by vehicle type from the point of departure (first pick-up) in the School District to the last point of drop-off in the School District. It does not include deadhead time from/to the Contractor's terminal.

For Field and Sports Trips, the School Districts reserve the right to require a trip verification form which will be supplied by the School District. Upon completion of the trip, the form will be signed by the Contractor's driver and the School District's staff person on the trip in order to verify the driver hours and the trip mileage. For time, after the first driving hour the rate per hour will be billed in 15-minute intervals rounded to the nearest quarter hour.

3.3.5 The frequency and type of Field and Sports Trips typically varies each year depending on a number of factors, including but not limited to, voter approval of funding, budget considerations, athletic schedules, and program needs. Some or all services envisioned under these Contracts may be funded by contributions or non-School District fees. Therefore, the School District cannot, and does not make any representations about the annual frequency of trips.

Upon submission of approved receipts, the School District will reimburse the Contractor for all tolls and parking fees necessary for the performance of the trip. Tolls for any deadhead mileage are specifically excluded from reimbursement.

3.3.6 **For the purposes of calculating the Bid award only, and determining the level of Bid Bond required,** the following program profile will be utilized as the basis for calculating the annual cost for the five-year Contract periods. The hourly rate, as entered on Pricing Sheet - 2, will be multiplied by the number of hours shown in the Program Profile below. The figures included on the following table are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the Sullivan West Central School District. The lowest cost Bid will be the aggregate total cost of this calculation for both types of trips for the five-year period.

Field and Sports Trips Transportation Program					
	71/72-Passenger Bus	65/66-Passenger Bus	30/35-Passenger Half-Bus	30/35-Passenger A/C Half-Bus with W/C Lift	18/24-Passenger A/C Van
Number of Yearly Driving Hours	659				
Number of Yearly Waiting Hours	852				
Number of Yearly Miles	23,063				
At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.					

Field and Sports Trips Transportation Program	
	Attendant/Monitor
Number of Yearly Hours	
The attendant/monitor will be paid for the same number of hours as the bus or van.	

3.3.7 After the Contract period, the Contract may be extended at a rate to be determined each year by the School District and the Contractor, but it may not exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If the successful Bidder does not wish a renewal of the five-year Contract (July 1,

2019-June 30, 2024), the Contractor must notify the Sullivan West Central School District by September 1, 2023. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's Regulations if the School Districts should wish such a Contract extension.

Voter approval is required for multi-year Contracts. In the event that the multi-year Contract is not approved, the Bid submitted for the first year in the five-year Contract program may be awarded by the School District as a one-year Contract. In the event that a one-year Contract is awarded, the School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department unless regulations relative to Contract renewals are modified during the term of this Contract.

- 3.3.8 In the event that a Field and/or Sports Trip is not cancelled by the School District within two (2) hours of the scheduled time for the bus to be at the pick-up location for the trip, and the Contractor can demonstrate to the satisfaction of the School District that it incurred labor costs due to the late cancellation, then the School District shall pay the Contractor a cancellation fee equal to the one-hour rate of driving time.

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at School District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the School District the missed/late trip damage found in Section 8.16.11 of these specifications plus any expenses the students and the School District incurred due to the non-arrival or lateness (ex., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

The Contractor is responsible and accountable for ensuring that its drivers are knowledgeable of the School District trip location and the most efficient way of traveling to/from that location from/to the trip pick-up point. If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location and this requires the School District to provide directions, the Contractor shall pay damages equal to the one-hour rate of drive time.

- 3.3.9 Bidders should note that they are requested to signify on Pricing Sheet-2 their interest in accepting an award for the provision of Field and Sports Trips only (if they are not awarded the Home-to-School and/or the Summer School Transportation Contract(s)).

3.4 Summer School Transportation Program

- 3.4.1 For Summer School transportation services, the pricing system and establishment of route times used in this Contract is similar to the determination of the length of day of the transportation services for the Home-to-School Contract. The daily usage shall be determined based upon the scheduled route length as determined by the Sullivan West Central School District where the bus is in direct service to the School District.

The daily usage shall be based upon the scheduled route length as determined by the School District where the bus is in direct service to the School District. The daily usage time does not include deadhead time for the bus to travel from or to the Contractor's terminal. In the AM, the route length (time basis for payment) will be based upon the distance from the High School at 6604 State Route 52, Lake Huntington, throughout the route to drop-off students at their school of attendance, and then back to the High School. A similar pattern will exist for PM routes to pick-up students from school.

During the term of the Contract, the Sullivan West Central School District may increase or decrease the use of vehicles and/or routes as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on Pricing Sheet-3. The determination as to length of day for billing purposes shall be made by the School District.

The Sullivan West Central School District is looking for pricing for transportation services for the Home-to-School Contract with the School District providing fuel.

School District provided fuel will be for the miles of operation for those vehicles that are dedicated to the Sullivan West Central School District. The determination of the miles for the provision of fuel will be made in the same manner as the determination of time for payment purposes. Fuel will not be provided for any deadhead miles for the bus to travel from or to the Contractor's terminal.

- 3.4.2 The Contract for the Summer Transportation services will be awarded for a five-year (2019, 2020, 2021, 2022, and 2023) Contract period, subject to voter approval.

- 3.4.3 Ordinarily, the Summer School Transportation Program will include a minimum of three (3) daily hours, and the daily hours for routes shall be one-and-a-half hour in the morning and one-and-a-half hour in the afternoon.

Two-hour routes (one-hour in the morning and one-hour in the afternoon) will be paid at two-thirds (67%) of the three hours' rate for the type of vehicle being used.

Vehicles can be used for any combination of in-School District and out-of-School District routes and for any combination of morning, mid-day, and afternoon routes to comprise the number of daily paid hours.

All route times shall be determined by the Sullivan West Central School District. The total time for the day shall determine the pricing level for that bus or van (e.g., three [3] hours, four [4] hours, or five [5] hours) based upon the rates submitted). Route times between whole hours will be rounded to the nearest half hour (ex., three hours and 10 minutes would be paid for 3.00 hours while three hours and 25 minutes would be rounded to 3.50 [3½] hours). Half hour rates will be the average between the lower hourly rates from the next highest hourly rate. For example, to calculate the rate for 3.50 (3½) hours, the average of the difference between the three (3) hour rate and the four (4) hour rate would be used. If the three (3) hour rate is \$300, and the four (4) hour rate is \$325, the difference is \$25 with the average of the difference being \$12.50 which would make the rate for a 3.50 (3½) hour bus to be \$312.50.

- 3.4.4 All pricing for all Bids must be progressive or not less than the price submission of the Bids for the previous hourly charge for the requested daily hours for the same type of vehicle. That is, the charges from the lowest daily charge (three [3] daily hours) to the highest daily charge (five [5] daily hours) for the Summer School Bid must be progressive or not less than that which was Proposed as the previous hour rate.

In other words, for the same type of vehicle, the four (4) hour charge can be equal to but not less than, the three (3) hour charge, and the five (5) hour charge can be equal to, but not less than the four (4) hour charge.

The same pricing requirement applies to the Home-to-School Bid submission.

- 3.4.5 A morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. Times between schools during a morning route schedule shall be considered time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for afternoon routes (route time begins at the first school arrival as determined by the Sullivan West Central School District to the last student drop-off point on the last route in the afternoon schedule). All route times shall be determined by the Sullivan West Central School District. The total time for the day shall determine the pricing level for that vehicle.

Tolls will not be paid for deadhead miles.

Appendix "A" includes information on the daily hourly vehicle use for the 2018 Summer Transportation Program.

The rates quoted for summer transportation shall not exceed the rates quoted for Home-to-School transportation. Any Bid where the quoted rates exceed the Home-to-School rates will be deemed non-responsive and will not be considered by the Sullivan West Central School District.

Each Bid level **must be completed** for a Bid to be considered. This program is expected to be similar to the 2018 Summer Transportation Program. However, given the possible variance in the pick-up/drop-off location of students attending the special education schools, the number of students attending these schools, locations of new schools, a change in school start/end times, and placements by the Committee on Special Education (CSE), the Bidder should fully evaluate the information provided in these documents.

If unusual bus usage situation should occur that are not envisioned in the above pricing examples, the Sullivan West Central School District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. If the Contractor fails to bring this situation to the attention of the Sullivan West Central School District prior to performing the service, the School District reserves the right to determine the most appropriate method of paying the Contractor.

- 3.4.6 For certain routes the Sullivan West Central School District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Sullivan West Central School District. The attendants/monitors will be paid for the time of the operation of the route, as determined by the route times calculated by the Sullivan West Central School District where the bus attendant/monitor services are required. Payment will be made in half-hour segments, rounded to the nearest half-hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the Sullivan West Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

However, the Sullivan West Central School District reserves the right to assign its own bus or van attendants/monitors, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the Sullivan West Central School District in facilitating the placement of these Sullivan West Central School District assigned people on the Contractor's buses. Where payment is made on a per pupil basis, the Sullivan West Central School District assigned person will not be considered a passenger for billing purposes.

- 3.4.7 **For the purposes of calculating the Bid award(s) only, and determining the level of Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the five-year Contract period for the Summer Transportation Contract. The prices submitted on Pricing Sheet-3 will be multiplied by the appropriate category on the following program profiles for each Contract year. The summer session will be based upon 30 days. The aggregate total cost of the five years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Sullivan West Central School District, but is intended for Bid calculation purposes and Bond valuation purposes only.

Summer School Transportation Program						
	71/72- Passenger Bus	65/66- Passenger Bus	30/35- Passenger Half-Bus	30/35- Passenger A/C Half-Bus with W/C Lift	18/24- Passenger A/C Van	7- Passenger A/C Caravan
Number of Vehicles at Three (3) Daily Hours		1			1	1
Number of Vehicles at Three-and-a-Half (3½) Daily Hours		2			1	
Number of Vehicles at Four (4) Daily Hours					1	
Number of Vehicles at Four-and-a-Half (4½) Daily Hours						
Number of Vehicles at Five (5) Daily Hours						1
	-----	-----	-----	-----	-----	-----
Total Number of Vehicles		3			3	2
Number of Excess Daily Hours						1.5
At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.						

Summer School Transportation Program	
	Attendant/Monitor
Number of Daily Hours	7
Number of Attendant Monitors	2
The attendant/monitor will be paid for the same number of hours as the vehicle.	

- 3.4.8 After the five-year Contract period, the Contract(s) may be extended at a rate to be determined each year by the Sullivan West Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If the Successful Bidder does not wish a renewal of the five-year Contract (July 1, 2019-June 30, 2024), the Contractor must notify the Sullivan West Central School District by September 1, 2023. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's regulations if the Sullivan West Central School District should wish such a Contract extension.

- 3.4.9 Voter approval is required for multi-year Contracts. In the event that the multi-year Contract is not approved, the Bid submitted for the first year in the five-year Contract program may be awarded by the Sullivan West Central School District as a one-year Contract. In the event that a one-year Contract is awarded, the Sullivan West Central School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of

the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department unless regulations relative to Contract renewals are modified during the term of this Contract.

3.4.10 Bidder should note they are requested to signify on Pricing Sheet-3, their interest in accepting an award for the provision of the “Summer School Transportation” services only (if they are not awarded the Home-to-School and/or the Field and Sports Trips Transportation Contract).

3.5 If two or more Bidders submit identical Bids as to price, the decision of the Board of Education as to which Bidder they shall award the Contract shall be final.

3.6 No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Sullivan West Central School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the Successful Bidder and the Sullivan West Central School District. The Contract shall bind the Successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid.

4.2 The placing in the mail of a notice of award to a Successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.

4.3 If the Successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the term of the Contract or should the Successful Bidder fail, or be delinquent (as determined by the School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the Specifications in a timely fashion, the Bidder will be notified of the same in writing by the School District. If within (10) days after written notification by the School District, the Successful Bidder has not taken such measures, as will, in the sole and reasonable opinion of the School District, insure the satisfactory progress and performance of the service, then the Sullivan West Central School District shall have the right to declare the Successful Bidder in default and, in addition to any other legal or equitable remedies available to it, the Sullivan West Central School District, upon declaring the Successful Bidder in default may upon written notice to the Successful Bidder, take the following action:

4.3.1 Withhold any funds due the Successful Bidder under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which the Sullivan West Central School District might have against the Successful Bidder.

4.3.2 Commence providing the services contracted with the Successful Bidder, either directly, or through another Contractor.

4.3.3 Terminate the Contract.

The Successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the Sullivan West Central School District. Said damages shall include any incremental costs the School District will have to pay for other transportation services, reasonable attorney's fees and costs incurred in enforcing said claim against the Successful Bidder, as well as Bid/RFP development fees, and attorney's fees incurred in Contracting with another party.

- 4.4 It is mutually understood and agreed that the Successful Bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the Sullivan West Central School District.
- 4.5 The General Conditions, Specifications, Notice to Bidders, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contract in no way excludes the Sullivan West Central School District from using its own vehicles, drivers, or services provided by/through other School Districts, BOCES, agencies, or in any way limits the Sullivan West Central School District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval of the State Education Department's (Department) review of the Contract for technical conformance with its requirements. No Contract hereunder will become final and binding upon the parties unless and until the Department's approval is received by the Sullivan West Central School District.
- 4.9 No action or failure to act on the part of the Sullivan West Central School District to enforce its rights or remedies under the Contract with respect to any matter whatsoever shall constitute a waiver of any right or remedy to which the Sullivan West Central School District is then or thereafter entitled, nor shall such action or failure to act on the part of the Sullivan West Central School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

- 4.10 In case of any ambiguity, inconsistency, or error in any of the Bid Documents and/or Contract Documents or of a conflict between the provision of these documents and provisions of a State or Federal law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent of Schools or his/her designee in writing before it submits a Bid. If the Bidder fails to do so, any such ambiguities, inconsistencies, or errors in its Bid will be resolved by the reasonable interpretation of the School District's Superintendent of Schools or his/her designee. The purpose of the Contract documents is to ensure that the School District will receive safe, timely, professional, and economic transportation services, and in the event of any ambiguity, conflict, and/or inconsistency between or among the Contract Documents, such ambiguity, conflict, and or inconsistency shall be resolved by the interpretation which is most favorable to the receipt of safe, timely, professional, and economic transportation service.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The Sullivan West Central School District may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. The Sullivan West Central School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the Sullivan West Central School District's written order.
- 5.2 The Bidders should note that information about the current routes is available for the Bidder's review, and a good faith estimate of required services for the July 1, 2019 to June 30 2020 school year period will be provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Sullivan West Central School District Employee Contract changes, and traffic and construction demands. The Successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.
- 5.3 The Successful Bidder warrants and guarantees:
- 5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 5.3.2 That Bidder shall procure and maintain solely at its own expense Workers' Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Sullivan West Central School District Administrative Office no later than 30 days before the commencement of each year's service.
- 5.3.3 That it will comply with Federal Fair Labor Standards Act and State laws regarding minimum wage standards set by law as well as the Patient Protection and

Affordable Care Act (PPACA) as to all of its employees while they are engaged in work under any Contract between the Contractor and the School District.

5.3.4 That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right to Know Act") with respect to all operations or activities on Sullivan West Central School District premises, and all other applicable Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital status, veteran status, or any other applicable discriminatory classification in State or Federal law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

5.3.6 The Bidder will state, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital status, veteran status, or other applicable discriminatory classifications.

5.3.7 The Bidder will cause the provisions detailed in sections 5.3.5 and 5.3.6 to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.

5.2.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing of safety-sensitive employees and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Sullivan West Central School District.

5.3.9 The Successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations.

5.3.10 All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.

5.3.11 The Successful Bidder will comply with the data privacy and security provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the Common Core Reform Implementation Act of the State of New York (codified as §2-d of the New York Education Law) and the regulations promulgated thereunder

by the United States Department of Education and the New York State Commissioner of Education, which obligate the Successful Bidder as follows:

- 5.3.11.1 The Successful Bidder agrees to limit internal access to personally identifiable information, as applied to student data, to those individuals that are determined to have legitimate educational interests.
- 5.3.11.2 The Successful Bidder agrees not to use personally identifiable information, as applied to student data, for any other purpose than those explicitly authorized in this Contract.
- 5.3.11.3 The Successful Bidder agrees not sell or otherwise use student data for any marketing purposes whatsoever.
- 5.3.11.4 Except for authorized representatives of the Successful Bidder, to the extent they are carrying out the Contract, the Successful Bidder agrees not to disclose any personally identifiable information, as applied to student data or teacher or principal data, to any other party (a) without the prior written consent of the parent or eligible student; or (b) unless required by statute or court order, and the party provides notice to the School District that the information was disclosed unless such disclosure is expressly prohibited by statute or court order.
- 5.3.11.5 The Successful Bidder agrees to maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data within its custody.
- 5.3.11.6 The Successful Bidder agrees to use encryption technology to protect student data while in motion or in its custody from unauthorized disclosure, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5 Section 13402(H)(2).
- 5.3.11.7 The Successful Bidder shall notify the School District of any breach of security resulting in an unauthorized release of such data in violation of the law or this agreement in the most expedient way possible and without reasonable delay.
- 5.3.11.8 The Successful Bidder agrees to comply with additional rules and regulations with respect to the confidentiality of personally identifiable information as applied to student data to the extent promulgated by the commissioner of Education of the New York State Education Department or as specified under Section 2-d of the New York Education Law.

- 5.3.11.9 The Successful Bidder agrees that any officers and employees of the Successful Bidder and its assignees, who have access to such data have been or will be trained on the confidentiality provisions related to such data under federal and state law prior to receiving access.
- 5.3.11.10 The Successful Bidder shall execute a copy of the Parents Bill of Rights for Data Privacy and Security in the format as set forth in Appendix C prior to receiving access to personally identifiable information, as applied to student data.
- 5.3.12 That in the performance of this Contract, the Successful Bidder is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, and all others engaged by the Contractor for the performance of this Contract shall be considered employees of the Contractor and not of the School District, unless otherwise specifically designated by the School District. In certain instances, the School District may employ nurses or attendants/monitors directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses. Nothing herein shall constitute the School District and the Successful Bidder as partners, joint or co-ventures, employer and employee, master and servant, or principal and agent.

6. PAYMENTS

6.1 Monthly Billings:

- 6.1.1 Monthly invoices in a format approved by the Sullivan West Central School District are due no later than the 15th of the month following the month of service. Invoices received after the 15th of the month following the month of service may delay payment.
- 6.1.2 For the billings for vehicles in dedicated service for the Sullivan West Central School District in the Home-to-School transportation program, the Contractor is to take the *per diem* cost per vehicle and multiply that cost by the number of days the vehicle is in operation.
- 6.1.3 The number of billable days for the Home-to-School transportation program for all School District schools is established at 176 days for a full school year of operation, September 1st to June 30th. Excluded from the 176 billable days are late routes, mid-day routes, shuttles, and transportation services that may operate intermittently.

Payment for any additional days above the base of 176 days will be made in the May and/or June payment.

- 6.1.4 For the billings for vehicles in dedicated service for the Sullivan West Central School District in the summer school transportation program, the monthly cost per vehicle will be the *per diem* cost multiplied by the number of days the vehicle is in operation for each month of the Summer Session.
- 6.1.5 The number of billable days for the Summer Session transportation program is subject to the number of days of the instructional program.
- 6.2 The acceptance by the Contractor of the final payment shall release the Sullivan West Central School District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Sullivan West Central School District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.
- 6.3 Payments of any claim shall not preclude the Sullivan West Central School District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.
- 6.4 The Sullivan West Central School District may withhold from the Contractor so much of the payment due it as may in the judgment of the School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Sullivan West Central School District shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as the School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.5 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the Sullivan West Central School District's operating costs, as budgeted by the Board of Education for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the School District from Federal and State sources are reduced, the School District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).
- 6.6 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. The style and detail on said invoice shall be acceptable to the Sullivan West Central School District. Such payments shall be made monthly on the basis of the number of buses required, and/or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the School District has approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, insufficient number of buses, or similar operating issues that are deemed by the School District to be within the control of the Contractor.

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the Sullivan West Central School District on a route by route basis, and shall submit such records upon request by the School District or its designee for audit in support of each of the monthly invoices. As stated herein, the length of day for each bus shall be determined by the School District consistent with the route schedules and detail contained in these Specifications.

7. SAVINGS CLAUSE

The Successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, terrorism, governmental action, fires, floods, acts of God, or for any other acts not within the control of the Successful Bidder and which by exercise of reasonable diligence it is unable to prevent.

8. SPECIFICATIONS

8.1 SCOPE

These Specifications are intended to provide for school bus services for the safe transportation of students for the Sullivan West Central School District. The July 1, 2018 to June 30, 2019 transportation program of the School District is defined and described in Appendix A, annexed to these Specifications. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the July 1, 2018 to June 30, 2019 school year, which are on file with the School District. Additional information can be ascertained at the pre-Bid meeting.

It should be noted that the Special Education Transportation Program typically varies each year based upon a number of factors, including but not limited to school locations, classroom locations, placements, and student requests.

8.2 SULLIVAN WEST CENTRAL SCHOOL DISTRICT REPRESENTATIVE

The Assistant Superintendent for Administrative Services or her/his designee will represent the Board of Education in all matters pertaining to the performance of this Contract.

8.3 BID BOND

Bidder will be required to furnish, at its expense, a Bid Bond or certified check payable to the Sullivan West Central School District in the amount of 10% of the Calculated Bid Amount(s) for each Contract being proposed. The surety company issuing the Bid Bond must be rated as a "Secure" carrier (Superior, Excellent, or Good) in the current edition of A.M. Best's *Insurance Guide*.

The Bid Bond or certified check will be deposited with the Sullivan West Central School District as a guarantee that the Contract will be signed and delivered by the Bidder, and in default thereof, the amount of such check or Bid Bond shall be retained for use of the Sullivan West Central School District as liquidated damages on account of such default.

8.4 PERFORMANCE BOND – Alternate No. 1 to The Bid

The Performance Bond is an alternate requirement to the Bid Specifications.

The Contractor shall furnish evidence of the ability to provide a performance bond equal to 100% of each Contract awarded to guarantee the faithful performance of such Contract(s) subsequent to an award. *The annual cost of the Performance Bond shall be stated as a percentage (%) of the Contract value in order to facilitate this alternate by the Sullivan West Central School District.* A single bond covering the total of all Contracts is permissible. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York, must be satisfactory to the Sullivan West Central School District, and must be rated as a “Secure” carrier (Superior, Excellent, or Good) in the current edition of A.M. Best’s *Insurance Guide*. The performance bond shall be furnished to the Sullivan West Central School District at least thirty (30) days before the initiation of Contract service, and a renewal bond shall be provided to the Sullivan West Central School District at least 30 days prior to each subsequent Contract year. Failure to submit the required annual bond may result in termination of the Contract at the sole discretion of the Sullivan West Central School District.

Proof of the ability to obtain a Performance Bond must be submitted with the Bid.

The Bidder is to provide the current A.M. Best rating of the surety company for the Performance Bond.

If the Sullivan West Central School District should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.

The Sullivan West Central School District will not accept a cash deposit in lieu of a Performance Bond.

8.5 INSURANCE

Compliance with Insurance Requirements:

8.5.1 Enclosed with the Bid, the Bidder must include a certificate of insurance signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company stating that, in the event the Bidder is awarded the Contract, no less than the minimum limits of insurance required in

this Bid will be met. The insurance carrier must be a New York State admitted carrier, and must be rated as a “Secure” carrier (Superior, Excellent, or Good) in the current edition of A.M. Best’s *Insurance Guide*.

8.5.2 Minimum amounts for each vehicle operated will be:

8.5.2.1 Automobile insurance. Symbol “1”, covering all automobiles and buses, including hired and non-owned vehicles is required with a combined single Liability limit of \$5,000,000.00 for each accident for bodily injury and property damage. Coverage is to be at least equal to ISO form #CA 00 01 with no endorsements reducing or limiting coverage unless approved beforehand by the Sullivan West Central School District.

8.5.2.2 Commercial General Liability (CGL) with limits of at least \$5,000,000 per occurrence / \$5,000,000 aggregate to apply per location. Coverage is to be for bodily injury, property damage, products/completed operation, personal injury, and advertising injury. Coverage is to be at least equal to the most recently approved (in New York) ISO form #CG 00 01. The CGL policy shall include coverage for sexual abuse and misconduct for a minimum amount of \$1,000,000.00. The CGL policy must also affirmatively provide coverage for claims of negligent hiring, training and supervision which may arise in the contest of sexual molestation, abuse, harassment, or similar sexual misconduct.

An additional insured endorsement, equivalent to CG 20 26 or CG 2010 naming the Sullivan West Central School District, Sullivan West Central School District Board of Education, and any of their public officials, agents, employees, and volunteers must be included. Such Additional Insured status is to be provided on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Sullivan West Central School District must apply. Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability. Products/Completed operations limitation shall not be permitted, unless approved beforehand by the School District.

8.5.2.3 Excess Umbrella or Excess Liability coverage with a limit of \$5,000,000 per occurrence and aggregate is to be provided. Umbrella or Excess Liability coverage must be provided (at a minimum) on a following form basis over the primary Auto Liability, General Liability, and Employers Liability. These liability limits can be accompanied by a combination of primary and excess policies, if needed.

8.5.2.4 Workers’ Compensation and Employer’s Liability coverage covering all employees in amounts as required by New York State law.

8.5.2.5 Disability Benefits covering all employees in amounts as required by New York State Law.

8.5.2.6 Unemployment insurance covering all employees consistent with the requirements of New York State Law.

8.5.3 The automobile liability insurance shall also cover any liability arising out of the use by the Bidder of hired or non-owned vehicles as might be used incident to the completion of the Contract.

8.5.4 Said policy or policies shall be primary and noncontributory to any policies of insurance available to the Sullivan West Central School District. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Bidder hereby agrees to effectuate the naming of the Sullivan West Central School District as an unrestricted additional insured on the Bidder's insurance policies, with the exception of Workers' Compensation and New York State Disability. The policy naming the Sullivan West Central School District as an additional insured shall state that the Bidder's coverage shall be primary and noncontributory coverage for the Sullivan West Central School District, its Board of Education, officers, employees, agents, and volunteers. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the Sullivan West Central School District for any applicable deductibles. Additional insured status shall be granted by ISO endorsement CG 2026, CG 20 10 11 85 or its equivalent, and the Bidder shall, upon request, deliver proof of such ISO endorsement to the School District.

8.5.5 The limits outlined above are strictly minimum amounts. The Sullivan West Central School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Bidder for amounts in excess of these minimum limits. Deductibles or self-insured retention up to \$10,000 shall be permitted with the understanding that the Contractor (and not the Sullivan West Central School District) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of the Sullivan West Central School District.

8.5.6 The Contractor shall deposit with the Sullivan West Central School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Sullivan West Central School District no later than August 1st of each Contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Sullivan West Central School District does not eliminate the mandate.

8.5.7 The Contractor shall hold harmless, defend and indemnify the Sullivan West Central School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including

but not limited to claims brought against the Sullivan West Central School District by third parties; officers, employees, agents, and volunteers of the Sullivan West Central School District, or employees of the Contractor.

8.5.8 All insurance certificates shall state that the policy will not be cancelled nor will coverage hereunder be reduced or limited without thirty (30) days prior written notice to the Sullivan West Central School District. It shall further state that a similar thirty (30) days written notice will be given to the Sullivan West Central School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage are excluded by special or manuscript endorsement or otherwise excepting such as appear in standard ISO policies as they relate to this Contract and the services provided therein. The Sullivan West Central School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Sullivan West Central School District constitutes a material breach of Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Sullivan West Central School District.

8.5.9 The Contractor acknowledges that failure to obtain insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District.

8.5.10 The Bidder is to provide the current A.M. Best rating of the insurance carrier.

8.5.11 The Sullivan West Central School District is a member/owner of the New York School Insurance Reciprocal (NYSIR). The Contractor further acknowledges that the procurement of such insurance herein is intended to benefit not only the School District but also NYSIR as the School District's insurer.

8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by §3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Sullivan West Central School District, and all records shall be kept for a minimum of six (6) years following expiration of the Contract.

8.7 TERM

- 8.7.1 Upon voter approval, the term of the Home-to-School as well as the Field and Sports Trips Contracts shall be for a five-year period (July 1, 2019-June 30, 2020; July 1, 2020-June 30, 2021; July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; and July 1, 2023-June 30, 2024). The Summer Transportation Contract shall also be for a five-year period (2019, 2020, 2021, 2022, 2023).
- 8.7.2 In the event the multi-year Contract(s) is/are not approved by the voters, the Bid submitted for the first year (July 1, 2019-June 30, 2020) of the five-year Contract will be awarded by the Sullivan West Central School District as a one-year Contract.
- 8.7.3 The parties may choose to extend any of these Contracts for future years, consistent with the then current State Education Department regulations.

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be Contractor's employees. All drivers, mechanics, and attendants/monitors must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, and regulations of the Commissioner of Education and the Commissioner of Motor Vehicles, including all required driving, licensing, training, and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal and State Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and Board of Education policy.

The Contractor will be further responsible for assuring that its officers and employees who have access to personally identifiable information of students under the Contract will be trained in the confidentiality provisions related to such student data. The Contractor shall, upon request of the Sullivan West Central School District, provide records that such training has been completed and the attendance of each officer and employee of the Contractor at such training, as well as a copy of the training material provided.

- 8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to

drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation.

All drivers and attendants/monitors must understand and speak English with sufficient proficiency to communicate effectively and clearly with students, parents, other staff, and law enforcement as well as emergency services personnel. This includes the ability to prepare clear and comprehensible written incident and accident reports when required. All written communication from the Contractor to the School District shall be in English.

- 8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District or its Superintendent of Schools shall have the right to direct the reassignment of any person (driver, attendant/monitor, or office personnel) servicing this Contract for any reason. The School District or its Superintendent reserves the right, in the exercise of its sound discretion, to reject drivers and attendants/monitors or to direct that they be replaced or be reassigned.

The School District also reserves the right to contract with an agency for certain nursing services and to provide specialized services or medical support to individual students while they are being transported on the Contractor's vehicles to/from school as well as to/from field trips.

The Contractor shall indemnify, defend, and hold harmless the School District, its officers, employees, agents, and volunteers from and against any claims, actions, causes of actions, liability, damages, including reasonable attorney's fees and costs, which may arise from the Contractor's decision to terminate the employment of any employee or agent who had been assigned to the School District.

- 8.8.1.3 A "Terminal Manager" (or similar function/title) will be provided by the Contractor for the terminal(s) from which the vehicles for these Contracts will operate. Said supervisor must have complete authority over the operation of the Contractor's buses. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools. Said supervisor also shall be responsible for compliance by drivers with

all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid and Medicaid reimbursement purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

The Terminal Manager specified above must be dedicated full time to the management and supervision of the Contractor's employees dedicated to the operation of these Contracts. He/she will also be responsible for the cost efficiency and the operational efficiency of the transportation service being provided for the School District by the Contractor as well as the management of the requirements stipulated in the Bid Specifications, the requirements of all student transportation regulatory agencies, and any directives from the School District that relate to the operation of the transportation program.

Such Terminal Manager must be able to use effectively the required industry standard software, for route development/transportation program management if the School District should secure such software.

The Terminal Manager cannot be a route assigned driver, a substitute driver, or a functioning mechanic.

The Terminal Manager must have completed, or will complete within six months of the start of the Contracts, the Department of Transportation (DOT) Reasonable Suspicion Training Course for possible drug/alcohol abuse.

- 8.8.1.4 In addition to a Terminal Manager, the Contractor is to have a separate full time (or the equivalent of a full time through a minimum of two-part timers) Dispatcher at the terminal from where the buses dedicated to these Contracts will be operating. Such Dispatcher(s) shall be at the dispatching station during all regularly scheduled morning and all afternoon hours (including the operation of late routes) when students are being transported to/from school, namely from 6:00 am to 6:00 pm.

The Dispatcher cannot be a route assigned driver, a substitute driver, or a functioning mechanic.

- 8.8.1.5 The School District also requires the Contractor to have in its employ and to be accessible to the operational location of these Contracts a School Bus Safety Person.

- 8.8.1.5.1 If the School Bus Safety Person is a multi-location employee, he/she must be available to the School District and to the Terminal Manager from a location that is reasonably close by mileage and time to the School District and to the operational facility. A reasonable distance and time shall not exceed 40 miles/or one hour of travel time.
- 8.8.1.5.2 The Sullivan West Central School District Superintendent of Schools or his/her designee reserves the right of approval of the School Bus Safety Person assigned to these Contracts as part of his/her responsibilities for multiple locations or his/her specific assignment to the location operating these Contracts.
- 8.8.1.5.3 The School Bus Safety person for these Contracts cannot be a route assigned driver or a functioning mechanic.
- 8.8.1.5.4 As a minimum, such School Bus Safety person shall be an experienced as well as a knowledgeable school bus driver and hold State Education Department (SED) certification as a School Bus Driver Instructor (SBDI) and certification as a Department of Motor Vehicles (DMV) Article 19-A Examiner.

For any failure by the Contractor to have a School Bus Safety Person available for these Contracts, the Sullivan West Central School District shall have the right to deduct \$300.00 from the monthly payment due the Contractor for such assignment failure. The assignment of a School Bus Safety Person is to begin July 1, 2019.

- 8.8.1.6 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be neatly dressed in a manner appropriate for the transportation of children. These same employees shall be expected to maintain a positive attitude about their work and shall represent the Contractor and the Sullivan West Central School District in a positive way.
- 8.8.1.7 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors, including, but not limited to the provision of Section 156.3 of the Regulations of the Commissioner of Education of the State of New York.
- 8.8.1.8 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and

the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors.

All drivers must be reviewed by the Contractor's Article 19-A Examiner at the Contractor's expense after thirty (30) operating days of initial employment and assignment to the School District.

- 8.8.1.9 The Sullivan West Central School District reserves the right to require all or selected drivers and/or attendants/monitors to participate in specialized training programs and/or meetings conducted by the School District at its expense. Such training programs and/or meetings shall include, but not be limited to, instruction in student behavior modification, Crisis Prevention Intervention (CPI), the specific needs of special education students, and information on the standards of service the School District has for its transportation program.

The Contractor will cooperate with the School District by requiring its selected drivers and attendants/monitors to attend these training sessions and/or meetings. Such training sessions and/or meetings will not exceed two per year at a maximum of two hours each.

- 8.8.1.10 The physical examinations of drivers and attendants/monitors shall be at the driver's and the attendant's/monitor's expense or the Contractor's expense. All examinations are to be completed as required by regulations of the Commissioner of Education and the Commissioner of Motor Vehicles. All drivers and attendants/monitors must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver and attendant/monitor performing services pursuant to the Contract must undergo the physical examinations required by the Regulations of the Commissioner of Education, and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner.

The Sullivan West Central School District reserves the rights to have its School Physician/Medical Director or another qualified physician of the School District's choosing examine anyone providing service under this Contract with the cost of such examination at School District expense.

- 8.8.1.11 To the extent required by New York State Education Law, all employees hired by the Contractor must be approved for employment by the Sullivan West Central School District's Superintendent of Schools or his/her designee. This specifically includes, but is not limited to, all criminal justice clearances required by law or applicable regulation. The Contractor

shall submit to the School District no later than one week prior to the first week of school for the Home-to-School Contract, the Summer School Contract, and the Field and Sports Trips Contracts, a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute attendants/monitors employed to provide the services required hereunder. Said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date and at the time such hiring or termination takes place.

Completed driver and attendant/monitor application forms are to be submitted to the Sullivan West Central School District, in a file, along with a certification that the Contractor's Terminal Manager has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction including one (1) hour of actual bus driving, and conducted a personal interview.

The Sullivan West Central School District reserves the right to review the Article 19-A file and other records showing conformance with State regulations for each driver and attendant/monitor in service to the School District.

8.8.1.12 The Contractor shall at all time have stand-by drivers and stand-by attendants/monitors in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than two (2) and the number of stand-by attendants/monitors shall not be less than one (1). These drivers and attendants/monitors cannot be used for any other purpose without the prior express permission of the Sullivan West Central School District.

8.8.1.13 The Contractor shall be responsible for providing practice and instruction to the drivers and attendants/monitors with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, and windows as well as roof hatches as means of escape in case of accident.

Upon request, the Contractor will provide the Sullivan West Central School District with attendance sheets verifying each driver's and attendant's/monitor's attendance at the instructional program as well as a copy of any instructional plans and materials.

8.8.1.14 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only

with the prior written approval of the School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse (“dry route”) their assigned routes until they become familiar with all stops and roads.

Drivers shall pick-up/drop-off students only at Sullivan West Central School District designated bus stops. Courtesy bus stops are specifically forbidden without the prior written approval of the Sullivan West Central School District.

The Contractor, along with the respective driver and attendant/monitor will be responsible for the safety and supervision of the children transported under the Contract. Whenever the Sullivan West Central School District designates that a car seat must be utilized, the attendant/monitor will assist the children by placing them in the seat and properly securing the children consistent with the car seat recommendations.

- 8.8.1.15 Pre-Kindergarten to Grade 3 children shall not be released without the presence and supervision of a parent and/or a responsible adult designated by the parent, unless the child’s parent directs the School District to release the child in writing. If there is no one to meet the child at the bus stop, the student shall be kept on the bus, dispatch is to be notified IMMEDIATELY. The child is to be taken to a location designated by the School District.

Drivers of routes transporting Pre-Kindergarten to Grade 3 students are to be informed of the above procedure.

- 8.8.1.16 No alcoholic beverages or intoxicants may be brought to or consumed on the School District's premises or on buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking or other tobacco use are allowed on the buses or on school property or within 100 feet of any elementary or secondary school. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Sullivan West Central School District has a “drug free zone” policy on school property.
- 8.8.1.17 Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated area(s) to disembark/embark pupils. Each attendant/monitor will assist each student with the safe embarkation/disembarkation onto/from the bus.
- 8.8.1.18 Under no circumstances shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by

the School District nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

Under no circumstances shall a driver allow an unauthorized person to enter or ride any bus in dedicated service to the Sullivan West Central School District, including parents, unauthorized students, non-assigned employees, children of the driver and/or the attendant/monitor or students from another school or school district. No children other than students authorized for School District transportation shall be transported at any time. The Sullivan West Central School District is the sole authority to approve additional people to enter or ride the bus.

- 8.8.1.19 The Contractor must provide a private telephone number to allow the Sullivan West Central School District immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the bus terminal and provide said number to the School District. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to the School District. These means of communication must be operational and staffed during all hours when transportation services are being provided.

Prior to the onset of services under this Contract and for the duration of this Contract, the Contractor will provide the Sullivan West Central School District with three base stations and two hand held radios with chargers set for the School District frequency used by the Contractor to communicate with all vehicles in service to the School District.

- 8.8.1.20 The Sullivan West Central School District reserves the right to require a change in the route assignment of a driver and an attendant/monitor or to reassign a driver and an attendant/monitor should circumstances warrant due to the fact that the actions and conduct of bus drivers and/or attendants/monitors reflect upon the School District as a whole. The Superintendent of Schools or his/her designee shall have the final authority in these matters.

- 8.8.1.21 The Contractor must supply a sufficient number of trained mechanics to meet the DOT inspection goals as detailed in these Specifications. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of the Contract.

A trained mechanic dedicated to this position must be on duty when the school buses are operating the regularly scheduled Home-to-School (including late routes) and the Summer Transportation programs.

8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide an appropriate number of school buses, with sufficient capacities to meet adequately the needs of the Sullivan West Central School District. All vehicles will have valid New York Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to ensure that the spare vehicle can respond to an in-Sullivan West Central School District vehicle need within 30 minutes. Stand-by drivers must be able to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to the Sullivan West Central School District.

Spare vehicles must be equipped with the required child check system, the GPS technology, radios, and video and sound recording equipment.

For use in the performance of this Contract, there shall be no half-sized buses of a minimum of 30/35-passengers and full-sized buses of a minimum 71/72-passenger and 65/66-passenger capacity over ten (10) years old, and there shall be no vans of 18/24-passenger capacity, and 7-passengers caravans over eight (8) years old. The average age of buses shall be a maximum of seven (7) years and the average age of 18/24-passenger vans, including wheelchair vans and 7-passenger caravans shall be a maximum of five (5) years.

Spare buses as well as buses dedicated to Field and Sports Trips can be a maximum of 12 years old. Spare vans as well as vans dedicated to Field and Sports Trips can be a maximum of ten (10) years old.

Based upon anticipated usage and program requirements, the School District projects the following number of vehicles being required for the 2019-2020 school year:

Vehicle Type	No. of Route Vehicles	Minimum Spare Vehicles	Comments
71/72-Passenger Bus	4	1	
65/66-Passemger Bus	18	1	
30/35-Passenger Half-Bus ⁽¹⁾	2		See footnote below.

18/24-Passenger Van	4	1	
7-Passenger Caravan	1		
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Total	29	3	
(1) At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.			

No later than two full weeks prior to the beginning of the September to June Home-to-School transportation program and each Summer School session, the Contractor shall provide the School District with a listing of vehicles to be used for the transportation services. Such listing shall include the vehicle number, chassis year and manufacturer, body manufacturer, student capacity, fuel type, and the assignment of the vehicle to a route, as a spare, or as a trip bus. This information is to be updated whenever a permanent or long-term change is to be made for the School District's transportation service. A long-term change is defined as a vehicle being scheduled to be replaced for eleven (11) continuous school days or more.

All vehicles must meet all specifications and contain all required features no later than the first day of Summer School for use during the summer session and no later than the first day of the regular school year for use during the regular school year.

Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2013 model year bus would be considered six (6) years old for the July 1, 2019 to June 30, 2020 school year. The fleet age calculation would be performed at the beginning of each school year unless the Sullivan West Central School District determined that the Contractor removed "newer" vehicles during the school year once the fleet age calculation was performed. Should the Contractor violate this provision, the Sullivan West Central School District reserves the right to terminate the Contract pursuant to the termination procedures as detailed herein.

Buses shall include the following features as a minimum:

- 8.8.2.1.1 All 71/72-passenger, 65/66-passenger, 30/35-passenger buses, and 18/24-passenger vans are to be equipped with high resolution digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 256 GB.

The responsibility for the installation and maintenance of this

equipment shall be with the Contractor.

The use of this equipment shall be in conformance with Sullivan West Central School District policy. The School District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the School District's request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the School District, and access is occasionally required as part of student discipline investigations.

The School District requires a camera system similar to the Seon TL4/TX8 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the School District.

For each van of 18/24-passengers, each 30/35-passenger half-bus, each 65/66-passengers, and each 71/72-passenger bus, there must be a minimum of four video cameras and sound recording equipment. One must be dashboard mounted focused towards the outside of the bus, one must be in the front bulkhead focused towards the rear of bus, one must be over the driver focused partially on the driver and primarily on the entrance well of the bus, and one must be ceiling mounted focused towards the rear of the bus or in the rear bulkhead of the bus focused towards the front of the bus.

Caravans of 7-passenger capacity are not required to be equipped with video cameras and sound recording equipment.

The Contractor will provide any requested video and sound recording record to the School District within 24-hours, and it shall be without charge.

Prior to September 1, 2019, The Contractor will provide the School District with a minimum of one copy of the necessary software to view and copy the requested video and sound recording records. This shall be without charge to the School District.

Buses and vans without video cameras and sound recording equipment cannot be used for Field and Sports Trips.

Failure to meet these requirements will cause the School District to initiate liquidated damages provided under Section 8.16.17 of

these Specifications.

8.8.2.1.2 The Contractor is to have available each day at least two 71/72-passenger buses and drivers for Field and Sports Trips that encompass the AM and the PM route times.

8.8.2.1.3 All vehicles dedicated to the Sullivan West Central School District are to be equipped with a GPS (Global Positioning System) that is able to be integrated with the School District's Versatrans school bus routing software, and which will provide the School Districts with access to the GPS data at the School District's offices. The GPS must be designed for school bus management/tracking and must be able to provide real time and historical data for house or school pick-up/drop-off occurrences, driving paths, alerts for vehicle speeding, geofencing, and customized reports.

The GPS system will integrate with the Versatrans software in order to provide the School District with the ability to compare actual versus planned bus route performance, including any deviations off-path or early/late arrivals to scheduled stops and schools, adherence to planned stop locations and to identify unplanned stops performed.

The Contractor must make a reasonable effort to communicate to the School District if any vehicle substitutions or route assignment changes need to be made in advance.

The GPS to be used must be either Zonar, Synovia, or another GPS vehicle tracking technology that is approved by Versatrans to work with the School District's school bus routing software.

The Contractor is to provide the School Districts access to its web-based GPS tracking (ex., Ground Traffic Control for Zonar or Silver Lining for Synovia) to view the location of buses and the status of route completion. There is to be no additional charge to the School District for access to this information.

8.8.2.1.4 "Child Check Mate" (or equivalent acceptable to the School District) child check system is to be installed on all full-sized and half-sized buses as well as 18/24-passenger vans dedicated to the Sullivan West Central School District.

8.8.2.1.5 Each vehicle shall be equipped with a two-way radio of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Sullivan West Central School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor.

No vehicles shall be operated outside the Sullivan West Central School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Sullivan West Central School District. These and any other cellular or digital telephones shall be operated consistent with State laws.

By September 1, 2019, the Contractor will provide the School District with three base stations, and two hand held radios with chargers set to the same frequency that are used by the school buses, vans, and caravans in service to the School District.

8.8.2.1.6 AUTOMATIC DROP-DOWN CHAINS – Alternate No. 2 to The Bid

The School District is requesting the incremental daily cost (if any) for the Contractor to provide an operating automatic drop-down chain system on designated vehicles. The drop-down chain system shall be similar or equivalent to the Onspot System. These buses will be utilized in areas where snow and ice pose traction difficulties on roads during the winter months.

8.8.2.1.7 When approved car seats and child safety/child restraint securements are needed for specific students, they shall be provided by the Contractor at its expense. Any seats for special education, pre-kindergarten, and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the Sullivan West Central School District.

8.8.2.1.8 All buses must meet industry standard drawstring tests.

8.8.2.2 Full sized buses shall be a minimum of 71/72-student passenger capacity and 65/66-passenger capacity.

8.8.2.3 Half-sized buses shall be a minimum of 30/35-student passenger capacity

8.8.2.4 Vans shall be of a minimum of 18 to 24 student passenger capacity. Vans must be air conditioned.

8.8.2.5 All wheelchair vans must have a minimum capacity of three (3) wheelchair positions with compliant power wheelchair lifts. Wheelchair vans must be air conditioned

- 8.8.2.6 Caravan type vehicles shall be seven (7) passenger capacity. These vehicles shall be air conditioned.
- 8.8.2.7 Special education vehicles must accommodate any “special” needs of students at the expense of the Bidder. This includes air conditioning if required by the student’s Individual Educational Plan (IEP).
- 8.8.2.8 The Assistant Superintendent for Administrative Services or her/his designee(s) reserves the right to reject vehicles to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for immediately replacing those rejected vehicles with acceptable vehicles.
- 8.8.2.9 Bidders are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Sullivan West Central School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.
- 8.8.2.10 No later than 30 days from receipt but not later than August 15th, of each year of the Contract, the Contractor shall submit to the Sullivan West Central School District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State’s reporting period, April 1st to March 31st, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.
- 8.8.2.10.1 The Sullivan West Central School District reserves the right to request periodically that the Contractor provides updated **Profiles** if the current **Profile** is not satisfactory to the Sullivan West Central School District. It also reserves the right to request current and past Department of Transportation MC300 inspection report forms for vehicles in service to the Sullivan West Central School District.
- 8.8.2.10.2 **Profiles** that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non-performance damages, or cancellation of this Contract are those that have an Out-of-Service (OOS) rate of 10.1% or higher (Passing rate of 89.9% or lower).

8.8.3 Facilities

- 8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance, and DOT inspection facilities for vehicles used in the operation of the Contract. Vehicles from “park-out” locations can be acceptable as long as the Contractor demonstrates in advance to the satisfaction of the Sullivan West Central School District that the “park-out” contributes to economic and operational efficiency, and procedures exist to ensure pre-trip/post-trip inspection checks as well as all alcohol use/drug abuse inspection checks will be made.

The Contractor must receive prior written permission from the Sullivan West Central School District for any routes and/or trips that will be operating from a “park-out” location.

- 8.8.3.2 On the Form-of-Bid Information the Bidder shall provide the exact location of its maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the Sullivan West Central School District. The Sullivan West Central School District reserves the right to inspect the facilities to determine their adequacy.

- 8.8.3.3 If the Bidder does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided prior to a Contract award. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or leaser shall be provided, and the Sullivan West Central School District reserves the right to verify the facility representations made by the Bidder.

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the Sullivan West Central School District.

Failure to provide information on a facility is grounds for not awarding the Bid a Contract.

8.8.4 Fuel

- 8.8.4.1 The Sullivan West Central School District is looking for pricing for transportation services for the Home-to-School and the Summer School Contracts with the School District providing fuel.

Fuel will be provided without charge, and it will be with the fuel necessary for the miles in the direct performance of the transportation services required by the Home-to-School Contract, the Field and Sports Trips Contract, and the Summer School Contract on vehicles dedicated to the School District.

Fuel will not be provided proportionally or otherwise, for vehicles used for the Home-to-School transportation program or the Summer School transportation program where the student is being charged on an individual basis.

The Sullivan West Central School District will not provide fuel through any arrangements with a service station; a provider that does not provide fuel through a contractual agreement with any village, town, city, school district, BOCES, county, or through the New York State Office of General Services. Nor will it provide fuel through wet fueling from any truck. Therefore, the Contractor must have its own fuel tank(s) prior to the onset of service under these Contracts.

The fuel type will be limited primarily to diesel and/or gasoline. The School District will not provide any other alternate fuel such as biodiesel, electricity (EVs), ethanol (E85), hydrogen, liquid petroleum gas (LPG/Propane), or compressed natural gas (CNG).

The amount of fuel furnished will be based upon:

- 8.8.4.1.1 One (1) gallon of diesel fuel for each seven (7) route miles for buses of 30/35-passenger and 65/66-passenger or larger.
- 8.8.4.1.2 One (1) gallon of diesel fuel for each twelve (12) route miles for vans of 18/24-passengers and wheelchair vans.
- 8.8.4.1.3 One (1) gallon of gasoline for each seven (7) route miles for buses of 30/35-passenger and 65/66-passenger or larger.
- 8.8.4.1.4 One (1) gallon of gasoline for each twelve (12) route miles for vans of 18/24 passengers and wheelchair vans.
- 8.8.4.1.5 One (1) gallon of gasoline for each twenty (20) route miles for caravans of 7-passengers.

The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel provided and to restrict the use of fuel provided to the fulfillment of these Contracts. The Sullivan West Central School District and the appropriate State agencies may require verification of the storage and use of fuel as herein provided. Fuel will be ordered from the School District's approved vendor by the School District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase Contracts.

Fuel will be ordered by the School District from a State approved vendor for delivery to the School District's approved Contractor's terminal facility that can receive the fuel amount without any charges to

the School District above the lowest State approved price. The fuel ordered will be compliant with State regulations for exemption from taxes. The Contractor is not authorized to order fuel for payment by the School District without the prior written authorization of the School District. Any fuel ordered by the Contractor without such prior written approval from the School District will not be paid by the School District.

- 8.8.4.2 The determination of Home-to-School and Summer School route mileage shall be made by the Sullivan West Central School District consistent with the routing and the vehicle use as defined in these Specifications.

For Field and Sports Trips, the mileage used for the fuel allocation will be established prior to October 15th of each school year and will be initially based upon the mileage for the previous year's Field and Sports Trips with an adjustment made prior to the end of the school year for any excess fuel provided or for any fuel owed. In other words, the fuel allocation for Field and Sports Trips for the 2019-2020 school year will be based upon the 2018-2019 mileage. In June of 2019, the actual mileage for these trips will be known, and an adjustment will be made for any fuel owed or for any excess fuel provided.

In addition to the above, the Contractor and the Sullivan West Central School District shall meet prior to October 15th, of each school year to determine the allowable route mileage and the estimated annual fuel allowance. The route mileage will be taken from the information contained within any industry standard routing software the School District may possess, the average mileage portion of School District route miles for a minimum of three (3) consecutive operating days between September 15th and October 15th taken from the Driver Vehicle Inspection Report (DVIR), the Global Positioning System (GPS) software, the routing/transportation management software, and/or computerized route time evaluation through web based maps. The decision as to what method or what combination of methods to determine the fuel allowance will be made by the School District.

Prior to the end of each school year an adjustment will be made for any fuel owed the Contractor or for any fuel provided in excess of the fuel allowance for route miles.

- 8.8.4.3 If fuel is owed to the Contractor, the amount of fuel owed can be credited to the allowance for the following year or the Sullivan West Central School District can pay the Contractor the current State contract value of the amount of fuel owed at the School District's option.

If the amount of fuel provided is in excess of the amount of fuel

allocated, the Sullivan West Central School District will deduct from the May and/or June monthly payment, or at some other time that may be mutually agreed upon by both parties, the value of the excess fuel that was provided at the time of delivery.

Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

8.8.4.4 The Sullivan West Central School District will provide a readjustment of the fuel allowance for any route where the mileage changes permanently by five percent (5%) or more.

8.8.4.5 In the event the Sullivan West Central School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the Sullivan West Central School District at the State or a BOCES fuel contract price upon submission of approved written receipts. Any local, State, and/or Federal taxes due shall be the responsibility of the Contractor.

8.8.4.6 If the Contractor does not have a fuel tank to receive fuel, the Sullivan West School District will make periodic payments to the Contractor throughout the school year for the State or the BOCES fuel contract value, less taxes, of the fuel owed.

The Contractor and the School District will mutually agree on the schedule for payment of fuel owed.

8.8.4.7 The Sullivan West Central School District will not allow the Contractor to locate a fuel tank at the location of any of the School District's schools nor will it allow for any "wet fueling" of the Contractor's vehicles on its property.

8.8.4.8 The Sullivan West Central School District will not provide nor act as a reseller of fuel to the Contractor for fuel needed for non-allowable miles or for any other use other than what is specifically provided in these Contracts.

8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will be reimbursed by the Sullivan West Central School District upon presentation of approved receipts. Tolls for any "deadhead" miles will not be reimbursed unless the cost of tolls is incurred through a "drop and pick" structure of a Field or Sports Trip.

The Sullivan West Central School District will not reimburse the Contractor for any meals nor will it reimburse the Contractor for any admission costs for any

event for drivers as well as for attendants/monitors for Field and Sports Trips.

8.8.6 Transition Plan

- 8.8.6.1 In the event the existing Contractor is not the Successful Bidder; the Sullivan West Central School District may require the Successful Bidder to submit a Transition Plan to the Sullivan West Central School District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the Sullivan West Central School District and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Bidder does not have one within 30 minutes traveling time of the Sullivan West Central School District; hiring of personnel; securing fully equipped vehicles; installation of fuel tank(s), if required or needed; and the procedures and the time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the Sullivan West Central School District's approval of the Transition Plan.

- 8.8.6.2 If the existing Contractor is the Successful Bidder, the Sullivan West Central School District may require the existing Contractor to submit a Transition Plan to the Sullivan West Central School District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must also be approved by the Sullivan West Central School. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for meeting the new requirements. Such requirements may include newer vehicles, cameras and sound recording equipment, GPS technology, and Child Checkmate on vehicles; a full-time School Bus Safety Person; and the ability to use the routing software that the School District may provide.

- 8.8.6.3 The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. The responsibility for the development and implementation of the Transition Plan rests fully with the Bidder.

8.9 SAFETY REQUIREMENTS

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Sullivan West Central School District reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students shall enter and leave vehicles at the curb or roadside (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with the specific direction of the Sullivan West Central School District.

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Sullivan West Central School District with the help and cooperation of the Contractor when needed. Routes will be provided to the Contractor by the School District no later than two weeks prior to the start of school of each school year. All routes transporting School District students shall be planned to maximize efficiency and minimize costs to the School District.

Routes shared with other School Districts will be performed by the Contractor.

After dedicated routes are established, no route changes are to be made by the Contractor without the prior permission of the Assistant Superintendent for Administrative Services or her/his designee. An exception is route changes made necessary due to the addition and/or withdrawal of students from the route.

8.10.2 The Sullivan West Central School District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.

8.10.3 Given the unique requirements of special education and homeless student transportation, situations may arise which will require additional routes or services. The Contractor will initiate new service within 72 hours of receipt of the service requirement from the Sullivan West Central School District.

No routes are to be doubled by the Contractor. All routes shall schedule the same driver in the morning and in the afternoon unless the Sullivan West Central School District approves a change. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

- 8.10.4 Students shall be delivered to their respective schools before the start of school, and vehicles must be at their designated parking areas before the end of school. Arrival and departure times may be modified by the Sullivan West Central School District.

To determine the beginning of the length of the afternoon route, the schedule shall begin at the time the bus is scheduled to be at the first school building to pick-up students.

- 8.10.5 The number of days for which transportation will be required during the regular school year (September 1st to June 30th) will not exceed two hundred (200) days and, in any case, will be governed by the actual school calendar as adopted by the Sullivan West Central School District's Board of Education including the calendars of all other schools for which the Sullivan West Central School District is responsible for furnishing transportation.

When schools are closed (for any reason, including "Acts of God"), transportation is to be furnished on such other days as the Board of Education declare official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools, including the non-public schools, unless the student's attendance at the non-public school and such transportation is required under the student's IEP. The list of mandated legal holidays is contained in §24 of the General Construction Law and is reflected in the Sullivan West Central School District's calendar. However, if school is in session, transportation must be provided on Election Day and President's Day (Washington's and Lincoln's [or President's] Birthday celebration).

- 8.10.6 It is understood that on those days that the Sullivan West Central School District schools are closed in accordance with its official calendar or due to inclement weather, and the non-public schools to which students are transported by the School District are open, the Contractor will not furnish any required transportation to those non-public schools under the terms and conditions of these Contracts.

Transportation to special education locations will follow the official calendar of these locations. Therefore, on those days when the public schools are closed and the special education locations are open, the Contractor will provide transportation services to those locations. However, there will be no incremental cost, or additional fees, charged over and above the Bid prices as stipulated in the Pricing Sheets.

It is the responsibility of the Contractor to secure the calendars, to be knowledgeable of the start/end school day times, and the drop-off/pick-up locations of the non-public schools as well as the special education and homeless student instructional locations.

- 8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Assistant Superintendent for Administrative Services or her/his designee.
- 8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Sullivan West Central School District.
- 8.10.9 SCHEDULE VARIATIONS

Dismissal Schedules - The service contracted on regular routes is mutually understood to be contingent on the time schedules set forth in the regular route Specifications. The Contractor shall also provide:

- 8.10.8.1 Sullivan West Central School District-wide noon dismissals when required.
- 8.10.9.2 Early dismissals as per calendars provided by the Sullivan West Central School District, including during the month of September and late activity schedules as per published schedule
- 8.10.9.3 Comparable transportation from BOCES and all non-public schools covered by this Contract on days when the Sullivan West Central School District has other than regular dismissals
- 8.10.9.4 Early and special dismissals of any and all public and non-public schools as well as special education locations for parent conferences, special events, emergencies, etc.
- 8.10.9.5 Comparable transportation for special education locations on days when the Sullivan West Central School District schools are closed for any reason and the special education locations are open
- 8.10.9.6 Dismissal as required during January and June examination weeks in the high school and the middle school
- 8.10.9.7 Dismissal as required during June examination week at the middle and the elementary schools of the Sullivan West Central School District as well as any and all non-public schools to which transportation is provided under the Contract
- 8.10.9.8 Summer transportation as detailed in Appendix A and as required by the individual student programs

In the event schedule variations increase or decrease the number of operating buses and/or change the route hours, and adjustment will be made on the

charges and payment for service in the May and/or June invoice or at some other time that may be mutually agreed upon by both parties.

- 8.10.10 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by the Sullivan West Central School District. This information is to be provided without charge to the Sullivan West Central School District. Failure to meet this requirement will cause the Sullivan West Central School District to initiate the liquidated damages provided under Section 8.16.17 of these Specifications.

8.10.11 TRIAL ROUTES

At a time established by the Sullivan West Central School District within two (2) weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and one (1) trial p.m. route to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the Sullivan West Central School District of the same. Contractor must provide written verification of this trial route process to the Sullivan West Central School District no later than one week prior to the start of school of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and related times.** The cost of providing these mandated trial routes shall be at no additional charge to the Sullivan West Central School District and no billing for these routes shall occur.

8.11 OPERATING MATTERS

- 8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to the Sullivan West Central School District, the Assistant Superintendent for Administrative Services or her/his designee(s) is to be notified immediately, and the Sullivan West Central School District accident procedures shall be followed. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to the School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event.

The Sullivan West Central School District reserves the right to participate actively in any accident review of a vehicle in which its students are being

transported.

The Sullivan West Central School District reserves the right to have a driver involved in what it deems a preventable accident reassigned from service to the School District and to complete an approved retraining program prior to returning to service; provided, however, that depending upon the circumstances of the accident, the School District shall have the option to require that the driver be permanently reassigned. The cost of the retraining, including any cost for the continuation of the driver on the Contractor's payroll during this non-driving time, shall be borne by the Contractor.

- 8.11.2 Bus Safety Drills: The Contractor shall be responsible for providing practice and instruction with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather including, but not limited to, poor driver visibility, reduced vehicular control, and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the Sullivan West Central School District.

Such drills shall be held at such times and in such fashion as may be required by law or regulation. The Contractor shall, when requested, provide a bus and a driver for student emergency bus safety drill instruction, according to State Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the Sullivan West Central School District.

At least one Bus Safety Drill shall be held during the first three days of the Summer Session transportation service.

The Sullivan West Central School District may require written verification of the completion of such drills. As a minimum, completed verification forms for each bus in dedicated service to the School District shall state the time and date each drill was held and be signed by the bus driver,

- 8.11.3 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. Additionally, drivers and attendants/monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and attendants/monitors shall also receive training on the proper methods of

securing each type of wheelchair transported under these Contracts.

At no additional cost to the Sullivan West Central School District, all bus drivers and attendants/monitors in service to the School District shall receive specific training annually in the following:

8.11.3.1 Basic First Aid

8.11.3.2 Crises Prevention Intervention (CPI)

8.11.3.3 Student Behavior Management

In addition, at no additional cost to the Sullivan West Central School District, bus drivers and attendants/monitors bus drivers and attendants/monitors shall receive training in epi-pen administration and the use of specialized equipment that may be required for students who are receiving transportation services.

Upon request, the Contractor will provide the Sullivan West Central School District with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

The School District reserves the right to require drivers and attendants/monitors to attend additional specialized training programs that are not listed above on the manner in which to deal with the transportation service and/or requirements of special education students with specific handicapping conditions as well as students with specific health impairments. The instructional costs shall be at the expense of the School District. Any costs for the attendance of the drivers and the attendants/monitors shall be at the expense of the Contractor.

- 8.11.4 Driver Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily vehicle inspection report or DVIR form each day that the bus is being operated. The report is to include a review of the mechanical condition of the bus and the driver's pre-trip/post-trip verification. Said forms must be kept on file by the Contractor and made available to the Assistant Superintendent for Administrative Services or her/his designee as requested/required.

Vehicle inspections shall ensure the operating condition of the vehicle's video cameras and recording devices.

The Sullivan West Central School District will accept as a vehicle inspection methodology by drivers the use of an Electronic Verified Inspection Reporting (EVIR) system. However, vehicle inspection records established by EVIR methodology shall also be made available to the Assistant Superintendent for Administrative Services or her/his designee upon request.

- 8.11.5 Emergency Closings: The Contractor will be required to consult with the Superintendent or his/her designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor will provide the Superintendent or his/her designee with a recommendation and the reasons for the recommendation. This review and recommendation shall be done in a timely manner so that appropriate notifications can be made, if necessary.

The Contractor shall be responsible for providing re-scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools or his/her designee. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event, will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the Sullivan West Central School District.

The above early dismissal schedule shall be at no additional cost to the Sullivan West Central School District.

- 8.11.6 Non-Sullivan West Central School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Sullivan West Central School District to be transported shall be transported under the Contract. The Contractor shall obtain the prior written approval of the School District before agreeing to undertake the transportation of pupils for other School Districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the School District with copies of each such related Contract with another school, School District, or individual for such transportation. The School District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the School District and the Contractor. The School District reserves the right to assign students from other School Districts to buses/routes. Should such assignment result in increased route time, the Contractor shall be compensated upon the approval of the School District, according to the prices submitted in this Bid.

The Contractor agrees to cooperate fully with the Sullivan West Central School District's policy/practice of cooperative transportation with other School Districts, schools, agencies, and BOCES.

- 8.11.7 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Sullivan West Central School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the School District for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the School District, due to inadequate service or poor

performance, dispatch or management personnel may be supplied by the School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by School District personnel.

- 8.11.8 Sullivan West Central School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Sullivan West Central School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the School District.
- 8.11.9 Sullivan West Central School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to the buildings, equipment, driveways, or other property of the Sullivan West Central School District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.
- 8.11.10 Student Discipline Matters: In the event of any student discipline matter involving Sullivan West Central School District students, the Contractor shall immediately notify the School District in the manner as prescribed by School District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the School District's published Code of Conduct applicable to students and other persons on school property, programs, and/or vehicles.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the Sullivan West Central School District during the term of the Contract. It is of paramount importance that drivers and attendants/monitors maintain good order on the school buses and be trained in proper student behavior management techniques. Drivers and attendants/monitors will be required to attend meetings with parents/guardians regarding suspension and discipline hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the School District's certification of any driver and attendant/monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and attendants/monitors shall be borne by the Contractor.

8.12 BASE PROGRAM BID

The Base Program Bid for the Transportation Contracts shall be for a Transportation Program for the July 1, 2019 to June 30, 2020 school year consisting of regularly scheduled services similar to those as described in Appendix A.

8.13 CHANGES IN BASE PROGRAM

Should changes in the Sullivan West Central School District operation require an increase or decrease in the number of vehicles needed to operate properly the program, the Contract shall be amended to reflect the change by using the Bid amount quoted on the "Pricing Sheets". Such modifications shall reflect any appropriate renewal increases.

The Sullivan West Central School District must be notified in writing within ten (10) days of any changes in operating requirements or vehicle usage that will result in a change in Contract compensation. Failure by the Contractor to notify the School District in writing of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these Specifications.

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Sullivan West Central School District requires any person, organization, group or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

8.14.2 COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the Sullivan West Central School District requires that any person, organization, group, or other entity with which it Contracts, subcontracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

8.14.3 SECTION 103-a OF THE GENERAL MUNICIPAL LAW. Grounds for cancellation of Contract by municipal corporations and fire districts.

A clause shall be inserted in all specifications or Contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 2001, or by a fire district or any agency or official

thereof on or after the first day of July, 2001, for work or services performed or to be performed, or goods sold or to be sold, to provide that

(1) upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other agency, which is empowered to compel the attendance or witnesses and examine them under oath, to testify in an investigation concerning any transaction or Contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

(2) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of three years after such refusal, and to provide also that

(3) any and all Contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July 2001 by such person, and by any firm, partnership, or corporation or which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

8.14.4 COMPLIANCE WITH THE COMPREHENSIVE IRAN SANCTIONS, ACCOUNTABILITY, AND DIVESTMENT ACT OF 2010 (Public Law 111-195)

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

The Bidder will so certify on the Financial Information Compliance form found herein.

8.14.5 COMPLIANCE WITH THE NEW YORK LABOR LAW

By submitting a bid, the Bidder affirmatively certifies to the Sullivan West Central School District that it has complied with Section 201-g of the New York Labor Law.

8.15 CONTRACT

The Successful Bidder shall be required to execute a Contract(s) on the appropriate form furnished by the Commissioner of Education which shall contain such additional provisions as are contained in the Contract Documents (and which shall, in any event, be deemed to be incorporated by reference into the Contract). The Contract shall be subject to the approval of the Superintendent of Schools and the Commissioner of Education. A copy of such Contract is available for inspection at the School Administrative Office. This Contract shall contain a default provision for all obligations of Contractor contained in the Bid submission, Certifications, General Conditions, Specifications, and said Contract. The Successful Bidder, upon failure or refusal to execute and deliver the Contract, or such bonds or insurance as required by the Contract, within twenty-one days, after it has received notice of the acceptance of its Bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with its bond.

8.16 LIQUIDATED DAMAGES

The Sullivan West Central School District has included liquidated damages in the event that financial remedies are needed to correct failures to provide the required transportation service and to ensure a high-quality level of service. It is not the Sullivan West Central School District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the School District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a recovery for damages.

In view of the difficulty the Sullivan West Central School District will suffer by reason of default on the part of the Contractor; and the difficulty of quantifying the same, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of this Contract:

- 8.16.1 If at any time the Contractor does not provide the required number and/or type of vehicle, drivers, or attendants/monitors for any base Bid programs under the Contract, the Board of Education shall deduct from their monthly payment the cost of the vehicle and/or the cost of the attendant/monitor for that day, plus \$100.00 per vehicle and/or \$100.00 per attendant/monitor.
- 8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 45-minute reporting requirement, the Sullivan West Central School District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00 per vehicle.
- 8.16.3 If the Contractor utilizes vehicles in service to the Sullivan West Central School District that does not meet the requirements stated in Section 8.8.2 of these Specifications, the School District shall deduct from the monthly payment the sum of \$100.00 per day for each vehicle operating in violation of the vehicle

requirements.

The above applies equally to equipment required to be on vehicles in service to the Sullivan West School District. All equipment such as video cameras and sound recording equipment; car seats and child safety/child securements, where required; Child Check Mate (or equivalent) child check system; GPS; and two-way radios must be in good condition and be usable (operable) at all times.

8.16.4 This Contract envisions a quality, responsive transportation program that minimizes the Sullivan West Central School District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the School District, the School District reserves the right to notify in writing the Contractor of such problems. Should similar operating problems reoccur, the School District reserves the right to deduct \$400.00 per day per occurrence from the monthly payment for each such occurrence plus any costs incurred by the School District to review/correct the operating problems.

8.16.5 The Sullivan West Central School District considers the presence of the Terminal Manager, or his/her School District approved designee(s), and a Dispatcher at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet its oversight and operational responsibilities. If the Terminal Manager, or his/her approved designee, and a Dispatcher is not present during these time periods, the School District shall have the right to deduct \$100.00 per position for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Terminal Manager, or his/her approved designee, is not present.

The penalty shall not be imposed if the Terminal Manager, or his/her designee, or a Dispatcher has to leave the dispatching station for an accident or some other emergency involving the School District's transportation service or an emergency involving some other School District's transportation service being operated from the same terminal.

8.16.6 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools or his/her designee for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the Sullivan West Central School District reserves the right to deduct \$400.00 per day plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.

If at any time the Contractor does not have the required attendant/monitor on a vehicle, or uses an attendant/monitor in the performance of this Contract who has not been approved by the Superintendent of Schools or his/her designee for the specific school year, and/or uses an attendant/monitor who does not meet the requirements of the State of New York or of this Contract, the Sullivan West Central School District reserves the right to deduct \$100.00 per day plus the daily charge for the attendant/monitor from the monthly billing for service for each

attendant/monitor so employed.

- 8.16.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area traveled by his/her route and; the location of the route's bus stops and to help to identify any need for any route modification(s), and to help to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these Specifications is considered a critical failure to meet the Specifications of this Contract. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed by each bus scheduled to operate a route, the Sullivan West Central School District reserves the right to deduct \$100.00 from the monthly payment to the Contractor.
- 8.16.8 A reliable transportation system is important to meet the educational requirements of the students and the Sullivan West Central School District. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, the School District reserves the right to deduct \$100.00 per day for each bus operating late from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, accidents, etc.), the penalty will not be assessed.
- 8.16.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours; the Sullivan West Central School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to the School District.
- 8.16.10 The Sullivan West Central School District requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios. All vehicles that transport children outside of the radio coverage area shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Sullivan West Central School District. A \$300.00 per day per bus penalty shall be assessed for any vehicle which does not comply with this requirement.
- 8.16.11 Extra-curricular transportation is an important element of the Sullivan West Central School District's educational program. Therefore, it is expected that the Contractor will meet the School District's needs given that the School District duly informs the Contractor of any trip at least 24 hours in advance of said trip.
- 8.16.11.1 As a minimum, the Contractor is to have available during each day school is in session for the Home-to-School contract two 65/66-passenger buses and drivers for Field and Sports Trips that can operate during the AM and the PM route times. If the Contractor

does not meet this minimum requirement, and this causes the Sullivan West Central School District to have to seek Field and Sports Trips transportation services from another Contractor at a higher cost, the excess cost will be deducted from any monthly payment due to the Contractor holding the School District's Field and Sports Trips contract.

- 8.16.11.2 In the event that transportation scheduled for Field and/or Sports Trip does not arrive at Sullivan West Central School District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the School District the missed/late trip damages stated below plus any expenses the students incurred due to the non-arrival or lateness (e.g., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

The missed/late trip damages will be carried forward from one year to the next to determine the Sullivan West Central School District's right of termination. Damages deductions from monthly payment will be \$300.00 for each late/missed trip plus a pro-rata cost of the vehicle. The School District shall have the right to secure other transportation as deemed necessary and all costs above the contracted rate will be deducted from the monthly payment.

- 8.16.11.3 If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location, and this requires the Sullivan West Central School District to provide directions, the School District shall collect damages equal to the one hour of drive time from the Contractor's monthly payment. This damages payment shall be in addition to any damages paid for being late to the Field and/or Sports Trip's destination as a result of being unaware of the trip's location and/or the most efficient means of traveling to/from the location.

Damages for missed/late Sullivan West Central School District Field and Sports Trips where the driver is unaware of the trip location or the most efficient way to travel to/from the location shall not be held or be part of the accumulation of damages held in abeyance that are described in Section 8.16.13 of these Specifications. They shall be collected from the monthly payment to the Contractor for the month the violation occurred.

- 8.16.11.4 The Sullivan West Central School District shall have the right to terminate the Field and Sports Trip Contract upon 10 days written notice at the end of a total of ten trips where the Contractor has been

unable to provide the minimum of two 65/66-passenger trip buses during the current and previous years and/or has been late or missed a trip that also includes the current and previous years.

8.16.12 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes (including bus stops) without prior Sullivan West Central School District approval. If such unauthorized changes are made, the School District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.

8.16.13 The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Sullivan West Central School District expects the Contractor to maintain a DOT passing rate of at least 90.0% (OOS of no more than 10.0%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation **Bus Inspection System Operator Profile** (for the fleet servicing the Sullivan West Central School District) no later than 30 days from receipt but not later than August 15th following the end of the March 31st, reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Sullivan West Central School District does not eliminate the mandate. If the DOT inspection rate does not achieve the 87.5% passing rate level, the School District reserves the right to require the following actions and damages:

8.16.13.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Sullivan West Central School District an action plan to achieve the minimum of 90.0% plus level by the end of the current inspection reporting period for school buses in service to the School District. This action plan will be reviewed with School District personnel or its representative(s) and must be approved by the School District. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Sullivan West Central School District of a copy of the form MC300 for each DOT inspection made of school buses in service to the School District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the minimum 90.0% plus level during the next

reporting period, the School District reserves the right to assess damages of \$400 from the monthly payment to the Contractor for each vehicle dedicated to the School District reported as failing under the “A” or “B” inspection criteria.

- 8.16.13.2 If the average DOT passing rate is between 85.0% and 87.6% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the Sullivan West Central School District an action plan to achieve the minimum 90.0% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the School District. This action plan will be reviewed with School District personnel or its representative(s) and must be approved by the School District. The action plan must be submitted within 30 days of the Contractor’s receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the minimum 90.0% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the Sullivan West Central School District reserves the right to assess damages of \$750 from the monthly payment to the Contract for each vehicle dedicated to the School District reported as failing under the “A” or “B” inspection criteria.

The Contractor shall also be liable for any costs the Sullivan West Central School District may incur to assist the Sullivan West Central School District in the selection of another Contractor.

- 8.16.13.3 The Sullivan West Central School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the School District may incur to assist the School District in any review or monitoring of the action plan by any specialist of its choosing.

8.16.13.4 If the DOT passing rate is 84.9% passing or less at the terminal from which the fleet operating this Contract is located, the School District reserves the right to assess damages of \$2,500 from the monthly payment to the Contractor for each vehicle dedicated to the School District reported as failing under the “A” or “B” inspection criteria and reserves the right to terminate the Contract upon 60 days’ prior written notice to the Contractor.

The Sullivan West Central School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the School District may incur to assist the School District in the selection of another Contractor.

8.16.14 Buses are required to carry proper identification signs, pursuant to these Specifications. This identification is essential for the school’s staff and pupils to identify the buses. Buses displaying no identification, multiple identifications, or wrong identifications, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the Sullivan West Central School District reserves the right to levy a cost of \$100.00 per day per bus as liquidated damages for each bus route operating in violation of these requirements.

8.16.15 If the Contractor fails to meet any of the requirements in these Specifications, the Contractor shall be liable to a liquidated damages deduction of \$300 a day for such failure from the monthly payment for each occurrence.

8.16.16 The Sullivan West Central School District requires all route and spare buses operating for the School District to have operable video and sound recording equipment. A \$250 per day per bus liquidated damages deduction may be assessed from the monthly payment due the Contractor for violation of this mandate.

8.16.17 The Sullivan West Central School District shall have the right to terminate the Contract at the end of the current school year where the Contractor has failed to meet its obligation under the Contract, as evidenced by non-performance liquidated damages pursuant to this Section 8.16, which equals or exceeds \$5,000.00 in any single Contract Year, \$7,500.00 in any two consecutive Contract years, or \$10,000.00 in any three consecutive Contract years. It is understood and agreed by the Bidder that the assessment of penalties set forth in this Section 8.16 above shall be in addition to the right of the School District to terminate this Contract for any of the reasons set forth in these documents, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the School District shall also have the remedies to which it is entitled pursuant to the applicable sections of the Contract documents. The rights of the School District under this paragraph shall not impede or limit the rights of the School District pursuant to any applicable section(s) of the Contract

documents and shall be in addition thereto.

As stated, it is not the Sullivan West Central School District's desire to utilize the liquidated damages provisions unless it is deemed necessary. To this end, and with the exception of payment deductions for services not performed, the School District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500.00 in any school year. Should the assessment level be reached, the School District reserves the right to assess all accumulated penalties. During the term of any accumulation, the School District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to respond to the School District's determination.

- 8.16.18 No failure by the Sullivan West Central School District to insist upon the strict performance of any term, covenant, agreement, or provision of this Contract or to exercise any right or remedy upon a breach thereof, and no acceptance by the School District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

In the event that any provision of this Contract shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise effect any other provision hereof.

APPENDIX A

SULLIVAN WEST SCHOOL DISTRICT TRANSPORTATION PROGRAM

Located in western Sullivan County, New York, the Sullivan West School District is a rural school district created in 1999 through the merger of the Delaware Valley, the Jeffersonville-Youngsville, and the Narrowsburg Central School Districts. According to the most recent information from the State Education Department, the Sullivan West Central School District is 255.501 square miles. Presently, it has a PK-12 public school enrollment of 1,100 students which gives it a per square mile enrollment of 4.305 students. The transportation sparsity factor is 0.053.

Currently, the Sullivan West Central School District provides transportation for students to its two in-School District schools utilizing a two-tier system. Students eligible for transportation services are those in Grades PK-6 who live between one-half ($\frac{1}{2}$) mile and twenty-four (24) miles from their school of attendance and for students in Grades 7-12 who live between one (1) mile and twenty-four (24) miles from their school of attendance.

Presently, the School District's Home-to-School transportation program, its Field and Sports Trips, and its Summer School transportation program are operated by First Student with a location at 3883 State Route 52, Youngsville, New York, through a Bid submittal dated February 4, 2009.

The School District currently provides diesel fuel for miles under the Home-to-School, the Field and Sports Trips, and the Summer School contracts from the existing Bid. Under the contracts for this Bid, the School District will provide diesel fuel as well as gasoline for the miles for the Home-to-School, the Field and Sports Trips, and the Summer School transportation services.

Special education students being transported on vehicles dedicated to their transportation service are to be air conditioned and have an attendant if required by the students Individual Educational Plan (IEP).

All students riding school buses are to have assigned seats. The seating chart of each bus is to be given to the School District by October 1st, and an updated seating chart shall be given to the School District when requested.

The Sullivan West Central School District will not accept Bids for any partial or limited number of routes.

The 2018-2019 Transportation Program

In-School District public schools to which transportation services are provided are as follows:

School District Public Schools							
Tier	Name of School	Address	Grades	Enrollment	Arrival Time		School Hours
					AM	PM	
1	Sullivan West High School	6604 State Route 52 Lake Huntington	7-12	504	7:25	2:15	7:30 am to 2:25 pm
2	Sullivan West Elementary School	33 Schoolhouse Road, Jeffersonville	PK-6	596	8:30	3:25	8:45 am to 3:25 pm

Total In-District Public Schools			PK-12	1,100			

The listing below shows the transportation services to the following private/parochial school locations during the present regular school year (September 2018 to June 2019) for which Bids are being sought:

Listing	School	Location	Number Transported
1	Damascus Christian Academy	1678 River Road Damascus, PA	2
2	Homestead School	428 Hollow Road Glen Spey	22

The listing below shows the transportation services to the following special education locations during the present regular school year (September 2018 to June 2019) for which Bids are being sought:

Listing	School	Location	Number Transported	Aides
1	Center for Discovery	31 Kinnebrook Road Monticello	1	1
2	Kaplan Career Academy	623 Blooming Grove Turnpike New Windsor	1	
3	Sullivan BOCES	52 Ferndale-Loomis Road Liberty	19	1

For the 2017-2018 school year the following were the expenditures for Field and Sports Trips.

		Rate	Total
Driving Hours	658.23	\$41.08	\$27,040.09
Waiting Hours	851.30	\$35.40	\$30,136.02
Mileage	23,063	\$1.42	\$32,749.46

Total			\$89,925.57

For the 2018-2019 Home-to-School transportation service, the transportation program is structured as follows:

Route No.	2018-2019 Vehicle Capacity	HS – AM No. of Passengers	ES – AM No. of Passengers		HS – PM No. of Passengers	ES – PM No. of Passengers	2018-2019 Hours
1	72	27	21		25	15	5.5
2	72	21	39		18	43	4.5
3	72	33	29		27	43	5.5
4	72	31	16		26	22	5.0
5	35		25			28	3.0
6	72	38			36		
6		Damascus Christian Academy	2				
7	18		16			4	
8	72	32	5		28	5	6.0
9	72		21			25	3.5
10	72	21	29			24	4.0
11	72		34		19	38	4.0
12	72	20	45		18	46	4.5
14	72	30	38		27	31	5.0
15	72	44	33		37	29	5.0
16	72	24	34		21	29	5.5
17	35	15	21		13	24	5.0
18	18	15	9		13	11	5.5
19	72	42	22		22	21	5.0
20	72	37			37		3.5
21	72	32	15		27	25	5.0
22	18	7			8		4.5
23	35	21	19		18	21	5.0
24	72		27			29	4.5
25	72	22	30		18	43	5.5
26	72					25	
27	72		37		14	43	4.0
28	35	Homestead School	21			22	3.5
29	18	Kaplan Career Academy	1			1	6.5
30	18	Center for Discovery	1			2	3.5
		-----	-----		-----	-----	
Total		512	590		452	649	

For the 2018 Summer School session, the School District provided transportation services to the following in-School District and out-of-School District special education school locations:

Listing	School	Location	Number Transported	Aides	Comments
1	Center for Discovery	31 Kinnebrook Road Monticello	1	1	
2	Kaplan Career Academy	623 Blooming Grove Turnpike New Windsor	1		
3	Sullivan BOCES	52 Ferndale-Loomis Road Liberty	10	1	
4	Sullivan West High School	6604 State Route 52 Lake Huntington	87		Transportation operated four days a week, Monday to Thursday

Under the present Bid specifications, payment for transportation services is based upon an hourly rate for the vehicle starting at the high school, operating its route, and ending at the high school. The School District is continuing this structure in this Bid request.

Following are the 2018-2019 rates for Home-to-School transportation services

Vehicles	Three Hours	Four Hours	Five Hours	Excess Hours
60 + Passengers	\$251.04	\$285.16	\$319.27	\$34.11
30 to 59 Passengers	\$245.53	\$279.64	\$313.76	\$34.11
16 to 29 Passengers	\$237.25	\$271.36	\$305.48	\$34.11
5 to 7 Passengers	\$220.70	\$254.82	\$288.93	\$34.11
W/C (2 W/C + 8 Passengers)	\$242.79	\$276.91	\$311.02	\$34.11
Hourly Services	Late Routes	Mid-Day Routes	Emergency Routes	Monitors
Hourly Rate	\$34.11	\$34.11	\$34.11	\$19.07

Following are the 2018-2019 rates for Field and Sports Trips.

Service	Rate
Driving Rate	\$41.90
Waiting Rate	\$36.11
Mileage Rate	\$1.45

Following are the 2018 rates for Summer School transportation services.

Vehicle Capacity	Three Hours	Four Hours	Five Hours	Excess Hours
60 + Passengers	\$251.04	\$285.16	\$319.27	\$34.11
30 to 59 Passengers	\$245.53	\$279.64	\$313.76	\$34.11
16 to 29 Passengers	\$237.25	\$271.36	\$305.48	\$34.11
5 to 7 Passengers	\$220.70	\$254.82	\$288.93	\$34.11

Vehicle Capacity	Three Hours	Four Hours	Five Hours	Excess Hours
W/C Van	\$242.79	\$276.91	\$311.02	\$34.11
Hourly Services	Late Routes	Mid-Day Routes	Emergency Routes	Monitors
Hourly Rate	\$34.11	\$34.11	\$34.11	\$19.07

APPENDIX B

Pursuant to Section 8.8.2.6, I hereby certify that the following is a list of those vehicles that will be utilized in the performance of this contract. Since separate vehicle age requirements exist, the Bidder is to identify route vehicles, spare vehicles, and dedicated trip vehicles, if known at the time of the Bid Submission.

Bidder's Name: _____

Authorized Signature: _____

[illegible]

APPENDIX C

FORM OF PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Exclusive Purposes for which Student Data Will Be Used. Use of student data under this Contract will be limited to that necessary for Contractor to perform the duties of Student Transportation Services Provider and the services associated with that function. Such services include, but are not limited to, the necessary review of student educational records consisting of student name and address; extract of IEP requirements that pertains to student transportation; school of attendance; grade; parent/guardian name, address, phone number(s), e-mail address(es); emergency contact information; child care provider name, address, and phone number(s). The Contractor shall not sell or otherwise use student data for any marketing purposes whatsoever.

Protective Measures Regarding Third Parties. The Contractor shall only share student data with additional third parties if those third parties are contractually bound to adhere to the same data protection and security requirements of the Contractor.

Storage of Data. Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and e-mail archiving (for information stored digitally) and manual lock and key (for physical copies of such information). Further, the Contractor shall use encryption technology to protect student data while in motion or in its custody from unauthorized disclosure, using a technology or methodology specified by the Secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).

Expiration of Agreement. This Agreement expires on the expiration of student transportation Contract(s). Upon expiration of this Agreement, Contractor will ensure that all student data, including records relating to students' name and address; extract of IEP requirements that pertains to student transportation; school of attendance; grade; parent/guardian name, address, phone number(s), e-mail address(es); emergency contact information; child care provider name, address, and phone number(s) are returned to the School District. Contractor will also ensure that all records containing personally identifiable student information are returned to the School District and are deleted from the Contractor's records.

Parental Challenge to Accuracy of Data. In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the Sullivan West Central School District's Student Records Policy.

Contractor acknowledges that it has received the Parents' Bill of Rights and understands its legal obligations as provided therein.

Contractor:

Signature _____ Date _____

Initial

THIS FORM MUST BE SIGNED, NOTARIZED, AND SUBMITTED WITH BID

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Sullivan West Central School District, the Sullivan West Central School District Board of Education, and any officer, agent, servant or employee of the Sullivan West Central School District from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- (a) Any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract except for such injury or damage arising out of negligence or willful misconduct of the Sullivan West Central School District, the Sullivan West Central School District Board of Education, its officers, agents, servants, or employees;
- (b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any neglect, act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Sullivan West Central School District, its offices, agents, servants, or employees.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Sullivan West Central School District, the Sullivan West Central School District Board of Education, or any officer, agent, servant, or employee of the Sullivan West Central School District or any such claim or demand, and shall satisfy any judgment that may be rendered against the Sullivan West Central School District, the Sullivan West Central School District Board of Education, or any officer, agent, servant, or employee of the Sullivan West Central School District arising out of any such claim or demand. The Sullivan West Central School District shall have the right to choose its legal counsel for any such defense and to direct such defense.

This indemnification, defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature _____ Date _____

Sworn to before me this ____ day of _____, 20____.

_____ (Notary Public)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2. of the Request for Bid due February 5, 2019, the following is to be provided within 72 hours of the Sullivan West Central School District's request.

- a. Information relative to any pending lawsuits, judgments and/or liens has been provided.
☐ YES ☐ NO If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- b. Information on any bankruptcy filings has been submitted. ☐ YES ☐ NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- c. Information on any denials of Performance Bonds has been submitted. ☐ YES ☐ NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

- e. Bidder certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to Section 8.14.3. ☐ YES ☐ NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

Print Date: _____

Bidder's Name: _____

**STUDENT TRANSPORTATION BID
FORM-OF-BID INFORMATION
FEBRUARY 5, 2019**

Board of Education
Sullivan West Central School District
33 Schoolhouse Road
Jeffersonville, New York 12748

Having carefully examined the within Specifications for furnishing the cooperative transportation service for the Sullivan West Central School District, the undersigned company certifies that it has examined and fully understands all the enclosed "General Conditions", "Specifications", and "Notice to Bidders" for the transportation service for the amounts stated below and pursuant to the terms described on the Specifications:

The above-named Bidder proposes to complete all services and work for the Sullivan West Central School District at the prices set forth on the enclosed pricing schedules in strict accordance with the Bid documents and all addenda (if any) as indicated below

1. Addendum No.: _____ Dated: _____.
2. Addendum No.: _____ Dated: _____.
3. Addendum No.: _____ Dated: _____.

This Bid will remain firm for the period of time indicated in the Bid documents.

To provide student transportation services for the School Districts, as specified:

1. Each Bidder will submit their Bids on the pricing sheets contained with this Bid document.
2. If the Bidder is a corporation, is it incorporated in New York?

☐ Yes ☐ No If No, it must be authorized to do business in New York.
3. Address of Bidder's operating location for this Contract:

If the Bidder does not have an operating location for this Contract and plans to have such a location, please indicate where it will be:

If the Bidder does not currently have control and use of an operating location to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided prior to a Contract award. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or leaser shall be provided, and the Sullivan West Central School District reserves the right to verify the facility representations made by the Bidder.

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the School District.

Failure to provide information on an operating location is grounds for not awarding the Bid and Contract.

4. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Document Package including the Instructions to Bidders, General Conditions, Certifications, and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.
5. The Bidder must list a minimum of three (3) School District references for which it has provided school transportation services within the last three years.

Required Information	Reference No. 1	Reference No. 2	Reference No. 3
Print Name of School District			
Address of School District			
Print Name and Title of Contact Person			
Telephone Number of Contact Person			
Present Number of Operating vehicles			
Print Type of Service (1)			
Present Annual Cost of Contract	\$	\$	\$
(1) Type of service includes Home-to-School, Field and Sports Trips, and/or Summer School			
Attach additional sheets if necessary			

6. Pursuant to Specifications 8.8.2.6, vehicle list of Contractor must be included with the Bid on Appendix B.
7. Please provide the following information regarding the required equipment on the buses.

Name of child check system: _____

Name of GPS: _____

Name and model of video and sound recording system: _____

8. These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract(s) by the Sullivan West Central School District. The Bidder's endorsement below signifies that the Bidder is aware of all required information, and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the School District has the sole discretion to determine the best Bid(s) to meet its needs.

Very truly yours,

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**SULLIVAN WEST CENTRAL SCHOOL DISTRICT
HOME-TO-SCHOOL TRANSPORTATION BID
PRICING SHEET – 1**

(Fuel Provided by the School District)

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of February 5, 2019.

Bidder's Name: _____

1. Five-Year Contract

Five-Year Contract Period					
2019-2020 Home-to-School Transportation Contract					
	71/72- Passenger Bus	65/66- Passenger Bus	30/35- Passenger Half-Bus	18/24- Passenger A/C Van	7- Passenger A/C Caravan
Charge for Three (3) Daily Hours	\$	\$		\$	
Charge for Four (4) Daily Hours	\$	\$	\$	\$	
Charge for Five (5) Daily Hours	\$	\$	\$	\$	\$
Charge per Hour for Excess Daily Hours		\$	\$	\$	\$
Charge per Hour for Mid-Day Routes		\$	\$		
School District will provide fuel for miles. All pricing for all Bids must be progressive or not less than the previous hour charge. At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.					

Home-to-School Contract	
2018-2019 Year Attendant/Monitor Transportation Services	
Charge per Daily Hour for Attendant/Monitor	\$
Paid hours of Attendant/Monitor will be the same as the number of paid hours of the bus or van	

Percentage Increase for Home-to-School Transportation Services Contract				
	Percentage Increase for 2020-2021	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024
Five-Year Contract	%	%	%	%
There is to be no percentage increase that exceeds 1.25% from one Contract year to the next.				

2. Contract Alternatives for Five-Year Contract Period

Contract Alternate No. 1 to Bid					
Percentage for 100% Performance Bond for Home-to-School Contract					
Contract Period	Percentage Increase for 2019-2020	Percentage Increase for 2020-2021	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024
Five-Year Contract Period	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

Contract Alternate No. 2 to Bid					
Automatic Drop-Down Chains for Designated Vehicles					
Contract Period	Daily Incremental Cost per Vehicle for 2019-2020	Percentage Increase for 2020-2021	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024
Five-Year Contract Period	\$	%	%	%	%
There is to be no percentage increase that exceeds 1.25% from one Contract year to the next.					
If the School District should elect to have automatic drop-down chains installed on designated vehicles, the incremental cost, if any, of the automatic drop-down chains will be included in the calculation for an award.					

3. Is the Bidder willing to accept the award of the Home-to-School Contracts, without the award of the Field and Sports Trips Contract?

Yes _____ No _____

without the award of the Summer School Contract?

Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**SULLIVAN WEST CENTRAL SCHOOL DISTRICT
FIELD AND SPORTS TRIPS TRANSPORTATION BID
PRICING SHEET – 2
(Fuel Provided by the School District)**

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of February 5, 2019.

Bidder's Name: _____

1. Five-Year Contract:

Five-Year Contract Period				
2019-2020 Field and Sports Trips Transportation Contract				
	71/72- Passenger Bus	65/66- Passenger Bus	30/35- Passenger Half-Bus	18/24- Passenger A/C Van
Charge per Driving Hour	\$			
Charge per Waiting Hour	\$			
Charge per Mile	\$			
School District will provide fuel for miles. Payment will be made in 15-minute increments rounded to the nearest quarter hour after the first hour.				
At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.				

Field and Sports Trips Contract	
2018-2019 Year Attendant/Monitor Transportation Services	
Charge per Daily Hour for Attendant/Monitor	\$
Paid hours of Attendant/Monitor will be the same as the number of paid hours of the bus or van for driving time plus waiting time.	

Five-Year Contract Period				
Percentage Increase for Field and Sports Trips Transportation Services Contract				
	Percentage Increase for 2020-2021	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024
Five-Year Contract	%	%	%	%
There is to be no percentage increase that exceeds 1.25% from one Contract year to the next.				

2. Contract Alternative for Five-Year Contract Period

Contract Alternate No. 1 to Bid					
Percentage for 100% Performance Bond for Field Trips Contract					
Contract Period	Percentage for 2019-2020	Percentage for 2020-2021	Percentage for 2021-2022	Percentage for 2022-2023	Percentage for 2023-2024
Five-Year Contract Period	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

3. Is the Bidder willing to accept the award of the Field and Sports Trips Contract, without the award of the Home-to-School Contract?

Yes _____ No _____

without the award of the Summer School Contract?

Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**SULLIVAN WEST CENTRAL SCHOOL DISTRICT
SUMMER SCHOOL TRANSPORTATION BID
PRICING SHEET – 3**

(Fuel Provided by the School District)

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of February 5, 2019.

Bidder's Name: _____

1. Five-Year Contract

Five Year Contract Period					
2019 Summer School Transportation Contract					
	71/72- Passenger Bus	65/66- Passenger Bus	30/35- Passenger Half-Bus	18/24- Passenger A/C Van	7- Passenger A/C Caravan
Charge for Three (3) Daily Hours		\$		\$	\$
Charge for Four (4) Daily Hours		\$		\$	
Charge for Five (5) Daily Hours					\$
Charge per Hour for Excess Daily Hours					\$
<p>School District will provide fuel for miles. All pricing for all Bids must be progressive or not less than the previous hour charge. The rates quoted for summer transportation shall not exceed the rates quoted for Home-to-School transportation.</p> <p>At least one 30/35-Passenger Half-Bus is to have a flexible floor plan to accommodate a maximum of three (3) wheelchair positions plus air conditioning.</p>					

Summer School Contract		
2019 Summer School Attendant/Monitor Transportation Services		
Five-Year Contract	Charge per Daily Hour for Attendant/Monitor	\$
Paid hours of Attendant/Monitor will be the same as the number of paid hours of the vehicle		

Five-Year Contract Period				
Percentage Increase for Summer School Transportation Services Contract				
	Percentage Increase for 2020	Percentage Increase for 2021	Percentage Increase for 2022	Percentage Increase for 2023
Five-Year Contract Period	%	%	%	%
There is to be no percentage increase that exceeds 1.25% from one Contract year to the next.				

2. Contract Alternative for Five-Year Contract Period

Contract Alternate No. 1 to Bid					
Percentage for 100% Performance Bond for Summer School Contract					
Contract Period	Percentage for 2019	Percentage for 2020	Percentage for 2021	Percentage for 2022	Percentage for 2023
Five-Year Contract Period	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

3. Is the Bidder willing to accept the award of the Summer School Contract, without the award of the Home-to-School Contracts?

Yes _____ No _____

without the award of the Field and Sports Trips Contract? Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

NON-COLLUSIVE BID OR BID CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: _____

I. GENERAL BID CERTIFICATION

The Bidder certifies that it will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this Bid.

II. NON-COLLUSIVE BID CERTIFICATION

By submission of this Bid the Bidder certifies as follows:

- a. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 - 3) No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.
- b) A Bid shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefore. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made

unless the head of the political subdivision, public department, agency or official thereof to which the Bid is made, or his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Bidder has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being Bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any Bid by a corporate Bidder for work or services performed or to be performed or goods sold or to be sold, and where such Bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors or the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known and known to me to be the same person(s) described in and who executed the within instrument, and he (or they severally) acknowledged to me that he (or they) executed the same.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title)

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known to be the individual who executed the foregoing, and who, being duly sworn, did depose and say that he/she is a partner of the firm of _____ and that he/she has the authority to sign the same, and acknowledged that he/she executed the same as the act and deed of said partnership.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

Initial