

**REQUEST FOR BID
SPECIFICATION AND BID FORMS
FOR
STUDENT TRANSPORTATION**



**CLEVELAND HILL UNION FREE SCHOOL DISTRICT
CHEEKTOWAGA, NEW YORK**

**HOME-TO-SCHOOL SERVICES
SPECIAL NEEDS & HOMELESS SERVICES (School Year)
FIELD AND SPORTS TRIPS
SPECIAL NEEDS SERVICES (Summer)**

**Release Date: April 9, 2021
Pre-Bid Meeting Date: April 16, 2021- 11:00 am
Due Date: April 29, 2021- 2:00 pm**

CLEVELAND HILL UNION FREE SCHOOL DISTRICT

**SPECIFICATIONS AND BID FORMS
FOR
STUDENT TRANSPORTATION**

Bids to be opened:

AT: 2:00 p.m.
DATE: April 29, 2021
PLACE: Business Office
Cleveland Hill Union Free School District
105 Mapleview Road
Cheektowaga, New York 14225

Bidder's Information

| | | |
|---|--------|------|
| Legal Name of Bidder's Company: | | |
| Company Representative Name and Title: | | |
| Legal Address: | | |
| City: | State: | Zip: |
| Telephone: | | |
| Fax: | | |
| Email: | | |
| Statement by Bidder as to whether Bidder is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: | | |

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

Signature of same individual stipulated directly above

Date

CLEVELAND HILL UNION FREE SCHOOL DISTRICT

105 Maplevue Road
Cheektowaga, New York 14225

NOTICE TO BIDDERS

The Boards of Education of the Cleveland Hill Union Free School District, Cheektowaga, NY hereby invites the submission of sealed bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Cleveland Hill Union Free School District (Cleveland Hill UFSD) for a five-year period (July 1, 2021 – June 30, 2022 to July 1, 2025-June 30, 2026). Bid Documents are available on the Cleveland Hill UFSD website at: <https://www.clevehill.org/>

Bids will be received until 2:00 p.m. on April 29, 2021, at the Cleveland Hill UFSD Business Office located at 105 Maplevue Road, Cheektowaga, NY 14225, at which time all Bids will be publicly opened. Bids will not be accepted that are sent by facsimile or by electronic mail.

Presently, due to the effect of the COVID-19 Pandemic, the pre-Bid meeting will be held virtually on April 16, 2021 at 11:00am via Webex video conferencing. Individuals interested in participating in the pre-Bid meeting must request to participate via email to Brian Lafountain of Transportation Advisory Services, at Blafountain@transportationconsultants.com. Registration for the pre-Bid meeting should be received no later than the close of business at 5:00pm on April 15, 2021. Registered participants will receive a link to the Webex video via an email invitation. All prospective contractors are strongly encouraged to attend the pre-bid conference but it is not a mandatory meeting.

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 Cleveland Hill UFSD Business Office that the Bid has been withdrawn.

Four separate and independent Bids shall be submitted for operating programs, one for regular daily Home-to-School transportation; one for School Year Special Needs and Homeless; one for the provision of Field and Sports Trips services; and one for the provision of Summer Special Needs transportation. The Cleveland Hill UFSD may elect to award one or all of the contracts, but it reserves the right to reject any or all Bids.

Bidders are advised that to the best of the District's knowledge some of the drivers of the current contractor are represented for purposes of collective bargaining by Union(s), and that Collective Bargaining Agreements covering their wages, hours and conditions of employment may be in effect. Bidders should understand that actions taken by Bidder and/or circumstances surrounding award of this contract to the successful Bidder may under certain circumstances impose upon such successful Bidder Federal Labor Law successor obligations to recognize and/or bargain with and/or assume the existing Collective Bargaining Agreement(s) with the above referenced Union(s). Accordingly, Bidders are strongly urged to consult with their own legal counsel as to the nature and extent of any such obligation and the impact of any such obligations upon their bid.

If there is a delay in the opening of schools in July or September 2021, if there is a change in the projected number and type of buses, or if it becomes necessary to restructure the School District's program and, therefore, its transportation program due to a continuation of the COVID-19 Crisis or any other emergency that requires the closing of schools or changes in the school day or manner of educating students by executive order of the New York State Governor or the Erie County Executive or by laws and regulations of the New York State Education Department, the Cleveland Hill UFSD may not provide payment for any

portion or for the total of the student transportation services to any school bus Contractor who has received an award to provide these services under this Request for Bids document or for any transportation services under any other Request for Bid document.

Bidder shall be required to furnish, at their own expense and with the Bid submission, a Bid Bond or certified check in the amount of 10 percent (10%) of the first year calculated gross annual contract amount for each operating Bid being submitted. The surety company issuing the Bid Bond must be rated as an “A” carrier (Excellent) or better in the current edition of A.M. Best’s *Insurance Guide*. A single Bid Bond or a certified check, can be provided in the total amount of the Bid(s) being submitted.

The Bid Bond or certified check will be deposited with the Cleveland Hill UFSD, 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 of the District in 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) awarded is being requested as an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be in the form of a consent of surety from a surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified.

Carolyn Robertson
Business Administrator & Transportation Coordinator
Cleveland Hill Union Free School District

INSTRUCTIONS TO BIDDERS

1. Inspect carefully all general and special provisions of this Bid document.
2. Provide all information requested, and complete the "Bid Certification" and the "Form of Bid" 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 "No Bid" designated.
3. Submit **one (1) original, one (1) hard copy, and one (1) electronic version of each Bid, including this complete document without removing any sheets.** All materials submitted to the District pursuant to this Bid become the property of the 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. No other distribution of the Bid shall be made by the Bidder.

Each hard copy of the Bid is to be contained in a separate three-ring binder.

Each Bid must adhere to the structure outline (tabs) as follows:

- 1) Completed, signed and initialed Bid specifications and addendums (if any).
 - 2) Background and management information – Resumes; organization chart; references; Company profile; ownership information; routing and management software
 - 3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location.
 - 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
 - 5) Fleet – Fleet list (Appendix "B") and/or dealer certifications; Maintenance Program description and forms; DOT Operator Profiles; camera information; and vehicle feature(s).
 - 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
 - 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
 - 8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
 - 9) Cost – Form of Bid for each Contract;
 - 10) Miscellaneous – Any descriptive information that describes capabilities or value added services.
4. Bids must be presented in a sealed opaque envelope or box(es), addressed as follows:

**Board of Education
Cleveland Hill Union Free School District
105 Mapleview Road
Cheektowaga, NY 14225**

Transportation Bid – April 29, 2021- 2:00 P.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 Cleveland Hill Union Free School District Business 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 each District in the amount of 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 rated as an “A” carrier (Excellent) in the current edition of A.M. Best’s *Insurance Guide*. Proof of the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s) for each District, if so selected by the District(s), is also required and must be submitted with the Bid consistent with the requirements specified herein.

The Cleveland Hill UFSD 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 April 16, 2021 at 11:00 a.m. via Webex Video Conference. All interested Bidders are strongly encouraged to attend.
8. If the Cleveland Hill UFSD is officially closed on the date scheduled for the Bid opening due to weather or other emergency conditions, the required submission time, and Bid opening, will be held at 2:00 p.m. on the next business day that the Cleveland Hill UFSD is officially open at the same place.
9. Bids will be received until 2:00 p.m., April 29, 2021, at the Cleveland Hill UFSD, located at 105 Mapleview Road, Cheektowaga, NY, at which time all Bids will be publicly opened.
10. Bidders are encouraged to thoroughly check 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. The District will reject any late submissions, and the District is not responsible for notifying the Bidder of any missing elements of the Bid.
11. These specifications were designed for the sole use of the Cleveland Hill UFSD pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Cleveland Hill UFSD, and Transportation Advisory Services is prohibited.
12. Time Frame: The following timeline is subject to change by the District:

| Event | Date | Time |
|------------------------------|----------------|-------------|
| Issue Request for Bid | April 9, 2021 | |
| Pre-Bid Meeting | April 16, 2021 | 11:00 am |
| Deadline for final questions | April 21, 2021 | 3:00 pm |
| Bids Due and Opening | April 29, 2021 | 2:00 pm |
| Approval by the District | May, 2021 | (tentative) |
| Project Start | July 1, 2021 | |

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, 2019 to March 31, 2020) 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. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.
4. Proof of Bondability for Performance Bond Alternate
5. Letter From a New York State licensed Insurance Agent or an Insurance Carrier Guaranteeing Appropriate Coverage
6. 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 Cleveland Hill UFSD.
7. Vehicle List (Appendix B of Specifications)
8. Hold Harmless Agreement
9. Form of Bid Completed:
 - a. Regular Daily Home-to-School
 - b. School Year Special Needs and Homeless Transportation
 - c. Field and Sports Trips
 - d. Summer Special Needs Transportation
10. Non-Collusive Bid Certification Signed
11. Acknowledgement by Bidder Signed
12. All Pages of Bid Documents Included and Initialed
13. All Bid submissions properly signed
14. One (1) original, one (1) copy of Bid, and one (1) electronic version of the bid along with any related materials

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Appendix A - Program Descriptions

Appendix B - Fleet List

Appendix C – Monthly Activity Report

Appendix D – District Transportation Policies

Hold Harmless Agreement

Financial Information Compliance

Form of Bid – Contract #1 – Home-to-School – School Year

Form of Bid – Contract #2 – Special Needs and Homeless – School Year

Form of Bid – Contract #3 – Field and Sports Trips

Form of Bid – Contract #4 – Special Needs - Summer

Non-Collusive Bid Certification

Acknowledgement by Bidder

Sample Pricing Pages

Non-Bidder's Response

1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Cleveland Hill UFSD 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 the Contract(s) awarded by the Cleveland Hill UFSD.

DEFINITIONS

- "Addenda" - written instruments issued by the District, or its agent, prior to the Bid opening deadline which modify or interpret the Bid documents by additions, deletions, clarifications, or corrections.
- "Bid", "Bids", or "Proposals" - an offer to furnish materials, services, supplies, and/or equipment in accordance with this Request for Bid, the general conditions, specifications, and other Bid Documents. Throughout this document, "Bid", "Bids", or "Proposal" will be interchangeable.
- "Bidder" or "Contractor" - any individual, company, or corporation submitting its Bid, and qualified consistent with the "Bidder Qualifications" section of this document.
- "Bid Documents" - Includes the "Notice to Bidders", "Instructions to Bidders", all "Terms, Conditions, Requirements, and Specifications" set forth in this Request for Bid, the "Form of Bid" forms, all appendices and forms attached hereto, and all Addenda issued prior to the Bid opening deadline.
- "Board" - the Board of Education of the Cleveland Hill UFSD.
- "Contract" - an agreement duly executed by the Cleveland Hill UFSD and the Contractor(s) which calls for the transportation of pupils of the Cleveland Hill UFSD by the Contractor in accordance with all terms, conditions, requirements and specifications in the Bid, for a price to be paid by the District.
- "Dead Head Mileage" - Mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips.
- "Drop and Pick" - A process of having a bus take a trip or team to a destination site and then departing, with the same or another bus returning to the site to pick up the trip or team.
- "District" or "School District" - shall mean the legal designation of the Cleveland Hill UFSD.

- “Evaluation Criteria” - the means by which the Cleveland Hill UFSD will evaluate the Bids submitted
- “He/she, his/her” - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- “Home-to-School” - shall refer to AM, mid-day and PM runs used to transport students from home-to-school and school-to-home.
- “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.
- “School Day” - Definition of school day for purpose of transportation is from the time the buses leave to pick up children to bring them to school in the AM to the time the buses return to the terminal after bringing them to their designated stops/locations in the PM. Specific “live hours” for the purposes of this contract, and payment, are described herein.
- “School Year” - The number of days for which transportation will be required will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - description of services to be performed by Bidder and 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 District.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

2.1.1 The date and time of Bid opening will be given in the Notice to Bidders. *If the Cleveland Hill UFSD is officially closed on the date scheduled for Bid opening due to weather or other emergency conditions, the required submission time, and Bid opening, will be held at 2:00 p.m. on the next*

business day that the Cleveland Hill UFSD is officially open at the same location.

- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board and included in this document. All Bids must include, as a minimum, the required information as detailed in these documents, and all bids must be submitted in the format as described in the “Instructions to Bidders”.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder, and must be clear and readable. The District reserves the right to interpret figures where clarity of submission requires such 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. Deviations from these bid documents will not be accepted.

In case of any ambiguity, inconsistency, or error in any of the Bid Documents or of a conflict between the provision of a Bid Document and provisions of a State or Federal Law or Regulation, the Bidder is required to draw such matter to the attention of the District before he/she submits his/her Bid. If the Bidder fails to do so, its Bid will be interpreted by the Board, or its designate, in the Board’s sole and absolute discretion, and such interpretation shall be binding on Bidder.

- 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 handwritten in ink with the full name of the person executing same. 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 give the State of Incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. The Acknowledgement by Bidder form included in this document must be completed and submitted with the Bid.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, LLC, Corporation, or other legal entity shall be provided for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided. If the Bidder operates related companies that may provide services to the District under this bid, information on these firms must be provided.

- 2.1.7 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 Bid. Upon request of the 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, to constitute a regular Bid.

- 2.1.9 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Bid.
- 2.1.10 Prices and information required, except signature of Bidder, should be typed or printed for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, 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 District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.
- 2.1.12 Bids received after the 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 Cleveland Hill UFSD. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. HOWEVER, THE DISTRICT RESERVES THE RIGHT TO WAIVE WHAT THEY DEEM TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, 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 DISTRICT'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE 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. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of New York, and the Cleveland Hill UFSD, and that the Bidder will fully comply with said rules, laws, regulations, policies, procedures, and requirements.
- 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 Cleveland Hill UFSD. 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. 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, e-mail, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Cleveland Hill UFSD and will not be returned.

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.

2.2.2 Qualifications of Bidders: The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the Cleveland Hill UFSD and the public generally. The Cleveland Hill UFSD may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the Cleveland Hill UFSD with all such information for this purpose as the District may request. **If, in the sole and absolute discretion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract upon which the Bid is submitted, the District reserves the right to reject its Bid.**

The District will be the sole determinant of the acceptability of the information provided by the Bidder, and it will determine the capability of the Bidder to provide the requested services. In addition to information provided by the Bidder, the District reserves the right to investigate all references provided by the Bidder and to utilize other sources of information to establish the qualifications of the Bidder.

Upon investigation and evaluation, the District may choose to reject any Bid where the Bidder's stated qualifications are such that the District feels, in their sole and absolute discretion, that the Bidder may not be able to perform the transportation service in a safe and efficient manner.

The Cleveland Hills UFSD shall be the sole interpreters of all information.

2.2.2.1 Department of Transportation Bus Inspection Information: The Bidder shall submit the most recent State fiscal year (April 1, 2019 to March 31, 2020) 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.

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 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 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 District.

- 2.2.2.2 Information identifying any pending lawsuits 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, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The 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, any related entities, or principal(s) 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 Cleveland Hill UFSD 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: At least three (3) references 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 for whom student transportation services were provided within the last three years.

As part of the reference review process, 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 (4/09)) for the last three calendar years (2018, 2019, and 2020). 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 request a copy of the Department of Motor Vehicles form (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.

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

2.2.2.7 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 high quality service required through these specifications.

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 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. 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 bus contracts 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 District may have the financial data analyzed by their independent auditor or such other financial advisor as determined by the District. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the 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 actively participate in providing any of the transportation services.

2.2.2.9.3 Oral Presentation Information: As part of the evaluation of the Bid the Cleveland Hill UFSD 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 Forms-of-Bid.

The 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 District has the right to review all driver and attendant/monitor records to ensure compliance with Federal and State laws and regulations.

The Cleveland Hill UFSD is under no obligation to meet with any Bidder, and can, at the District's sole discretion, base any evaluation of the Bid solely on the information and materials as submitted pursuant to this Request for Bid.

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Carolyn Robertson, Business Administrator, Cleveland Hill UFSD, via email to: crobertson@clevehill.org, and must be received no later than 3:00 P.M. on April 21, 2021. **However, Bidders are strongly encouraged to submit questions in writing prior to the Pre-Bid meeting.** The District will not entertain suggested language changes which modify the specifications and which are submitted with the bid, or subsequent to the bid review.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Cleveland Hill UFSD in the form of Addenda to the specifications. All addenda so issued shall be posted on the Cleveland Hill UFSD's website, and will become a part of the Contract Documents. 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. It will be the Bidder's responsibility to ensure that they receive any such Addenda.

3. AWARD

3.1 Award Period

The Cleveland Hill UFSD 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 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 Cleveland Hill UFSD that its Bid has been withdrawn.

Prior to the award of the Contract and during the course of the Contract, the 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.

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 Cleveland Hill UFSD whose judgment will be final.

The Cleveland Hill UFSD is requesting Bids for a five year Contract period (July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; July 1, 2023-June 30, 2024; July 1, 2024-June 30, 2025; and July 1, 2025-June 30, 2026) for Home-to-School services, Special Needs & Homeless Services (School Year), as well as Field and Sports Trips transportation services, and a five year Contract period (2021, 2022, 2023, 2024, and 2025) for Summer Special Needs transportation services. **The Contract(s) may be renewed for future years based upon the then applicable State regulations and other applicable law.**

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 of the lowest five-year contract cost may be awarded by the District as a one-year Contract. In the event that a one-year Contract is awarded, the District may elect to renew the 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 or other applicable legal requirements are modified during the term of this Contract. If a multi-year Contract is awarded, after the five year Contract period, the Contract may be extended 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. If a multi-year Contract is awarded and the successful Bidder does not wish a renewal of the Contract, the Contractor must notify the District by June 30th of the year preceding the final contract year (i.e. 6/30/2025). Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contract if the District should wish such a Contract extension.

Given the tax cap requirements within New York State, price increases during the five-year term of the contract must be controlled. Therefore, no contract price increase may exceed 2.0% from one contract year to the next. For example, if the price of a bus in year one is \$200 per day, the same bus cannot be more than \$208 per day for year three. The 2.0% cost increase is a maximum increase and contractors are certainly encouraged to submit cost increases at a lower rate. This increase “cap” applies to each contract.

Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the Cleveland Hill UFSD for each of the five years and for each of the Contracts. The District reserves the right to reject any Bid that is not completed as to any year or category. Contract price increases from one year to the next cannot exceed the stipulated 2.0% as defined above.

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

The program described herein covers various aspects of the transportation program operated by the District. A description of current contracted services is included in Appendix “A”.

3.2 **Home-to-School In-District, Private & Parochial Transportation Program – Contract #1**

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 Cleveland Hill UFSD. The daily usage shall be determined based upon the scheduled route length as determined by the Cleveland Hill UFSD where the bus is in direct service to the District.

The daily usage shall be based upon “live” route times which is defined throughout this specification as from the point of first pick-up to the last point of drop-off for each of the AM and/or PM routes. The PM run times will begin at the time the District designates as the mandatory arrival time at the first school buildings for the PM dismissal. The daily usage time does not include deadhead time for the bus to travel to or from the Contractor’s terminal(s). During the term of the Contract, the District may increase or decrease the use of vehicles 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 the Form-of-Bid. The determination as to length of day for billing purposes shall be made by the Cleveland Hill UFSD based upon a computerized or actual live route time evaluation.

The Cleveland Hill UFSD will provide the fuel for the live miles of operation for those vehicles that are dedicated to the District. Fuel will not be provided for any deadhead miles. However, in the morning, miles from the drop-off at the first school and the first student pick-up for any second and/or subsequent schools shall be considered live miles and live time for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and the pick-up at any second and/or subsequent schools shall also be considered live miles.

- 3.2.2 The regularly scheduled Home-to-School AM and PM transportation program of the District is shown in Appendix “A”. Buses within this contract category provide a variety of services including but not limited to home-to-school-to-home runs, transfers from private/parochial locations or between school buildings, and late buses. Charter school students can be placed under Contract #1 or Contract #2, at the District’s option, depending on whether a full bus is required or individual placement is more appropriate.

For the Home-to-School routes (full-sized buses), the District will guarantee “billable” time of one and one-half hours (1.5) for any AM or PM run. For example, if an AM run, on a live time basis, operates from 6:52 am to 8:05 am, the Contractor would be paid for 1.5 hours of time as opposed to the actual 1 hour and 12 minutes. For buses that operate both an AM and PM run, the District will guarantee a payment for three hours per day.

Driving time (“live time”) for out-of-District runs will be calculated in the same manner with the exception that the Contractor will be additionally compensated for the time that it takes to return to the District campus after the AM run, and the time that it takes to leave the District campus to arrive at the out-of-District school for the PM run. The amount of additional compensated time required for out-of-District runs will be determined by the District based upon trial runs, computer generated time utilizing a routing software system, or similar mapping software/programs as determined by the District. A similar 1.5 hour AM or PM run guarantee would apply to out-of-District runs.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the District. Dedicated buses under this contract can also be used for special

education routes at the determination of the District.

All route times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (three (3) hours, four (4) hours, or five (5) hours) based upon the rates submitted for the full day buses. If a bus is required for only an AM or PM run (half-day bus), the bus shall be billed to the District at 65% of what the daily rate would be if the half-day time was doubled. For example, if a bus was used for two hours in the AM only, the full day use would be considered 4 hours and the District would pay the contractor for 65% of the 4 hour rate. In no event will the Contractor be paid for less than 65% of the three-hour rate.

Route times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex., 4 hours and five minutes would be paid for 4.00 hours while 4 hours and 25 minutes would be rounded to 4.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 4.25 hours, the 4 hour rate would be subtracted from the 5 hour rate with the resulting difference divided by 4 and then added to the four hour rate. (If the 4 hour rate is \$200, and the 5 hour rate is \$240, the difference is \$40 which would be divided by 4 to arrive at \$10 which would make the rate for a 4.25 hour bus to be \$210.) Times in excess of the 5 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Times in excess of the five (5) hours per day rate for the full-day buses would be based upon the Excess Hourly Rate charge as described herein. The Excess Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is operated for five (5) live hours and 20 minutes, it will be paid at the five (5) live hour rate plus a quarter of the Excess Hourly rate. If a run operates for 5 hours and 40 minutes, it will be paid at five hours plus three-quarters of the Excess Live Hourly Rate.

Specialized runs such as shuttles, mid-day runs, or late runs, may be considered (as solely determined by the District) part of the scheduled length of day for the bus use and will be charged as part of the base home-to-school times on the bus. For example, if a PM route terminates at 3:55 and the late run begins at 4:10, the District will have the ability to add this additional work onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered "live time" for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the District.

The District may operate some limited mid-day runs, and some late runs. These runs will be guaranteed one hour of service, and will be billed at the Excess Hourly Rate, if they are not considered part of the full-day pricing for the bus as detailed above. Any live time in excess of one hour will be billed in quarter hour segments rounded to the nearest quarter hour.

Throughout the year the District requires early dismissals at District locations, and/or private/parochial schools. In these instances, there may be times when buses are required to operate on a "split" schedule for dismissals. In those instances, if a dismissal occurs that is more than 30 minutes from the regular afternoon dismissal time, the early dismissal will be

guaranteed 1.0 hours of time for payment purposes, and the regular dismissal will be guaranteed 1.0 hours of time for payment purposes. If the early dismissal is within 30 minutes of the normal dismissal time, the early dismissal will be added to the PM run time and paid on the daily rate schedule for that day based on the length of day by bus type.

There will be instances when buses are required to operate on days when the District is closed. These would be scheduled calendar days for the non-District locations. In those cases the Contractor will be required to provide the necessary vehicles and the billing to the District shall be adjusted to reflect the actual bus usage.

Whenever necessary, compensated times will be determined by the 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, and/or web based maps. Additional routes attached to any other route shall be billed at the increased hourly rate or the Excess Live Hour Charge. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (15 live 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 District.

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

In addition to the daily rate, the District may require special or emergency transportation services on a need basis. The services shall be provided at the stipulated Excess Hourly Rate, with a minimum of one hour guaranteed for any of these runs. These runs will also be billed in quarter hour segments after the guaranteed one hour of service.

Support for any "excess billing" shall be supplied to the 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 District.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the 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 District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Should the District or the local municipality experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

There may be circumstances where the District requires a bus attendant on a home-to-school route. The District is requesting a rate per live hour for the Contractor to supply a trained bus

attendant as mandated by the District. The attendants will be paid for the live time of the operation of the route (AM, PM or both) equal to the live time paid for the bus that the aide is assigned to. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

The District is requesting a bid for the hourly charge associated with supplying a trained Nurse (LPN) on those runs as designated by the District. The Nurse time shall coincide with the run length as determined by the District and as described above.

The District is purchasing the use of vehicles and drivers for the times specified herein. As such, the District reserves the right to use these contracted vehicles for any district student transportation needs that may arise, in a manner that is most beneficial for the students and the District. The District further reserves the right to place these students on vehicles supplied by another contractor or the District, if it is in the best interest of the students and the District.

However, the District reserves the right to assign its own bus or van attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor's buses.

- 3.2.3 The Home to School Contract #1 will also include a general education home to school component for a remedial program to be conducted in the Summer of 2021 only. The District does not expect to conduct this remedial program component in the future years after the Summer of 2021.

The pricing methodology for this small component of the summer remedial program will be the same as the rest of the home to school contract pricing methodology. The pricing is based upon the length of day the specific vehicle is in use on behalf of the Cleveland Hill UFSD. The daily usage shall be determined based upon the scheduled route length as determined by the Cleveland Hill UFSD where the bus is in direct service to the District.

The District estimates the requirements for this remedial program to be approximately four (4) full size, four (4) hour buses. The program profile chart below will be utilized as the basis for calculating the annual cost for the five year Contract period.

- 3.2.4 **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 – Contract #1. The prices submitted on “Form of Bid-1” will be multiplied by the appropriate category on the program profiles for each Contract year. The school year will be based upon 180 days.

The aggregate total cost of the five years will be considered the Bid cost. The following charts are not intended to represent accurately the current needs of the Cleveland Hill UFSD but are intended for Bid calculation and Bond valuation purposes only.

Program Profile for Bid Award and Bond Valuation Purposes Only

Contract #1 – Home-to-School Transportation Program

| Type of Bus | 3.0 hrs | 3.5 hrs | 4.0 hrs | 4.5 hrs | 5.0 hrs | Excess Hours |
|-----------------------------|---------|---------|---------------|---------|---------|---------------------------|
| 71/72 Passenger | 5 | | | | | |
| 65/66 Passenger | 5 | 5 | 2 | 1 | 2 | 1.5 |
| Additional Services: | | | | | | |
| Mid-day runs/shuttles | 2.50 | | Hours per day | | | 2 buses at 1.25 hrs. each |
| Late Runs | 1 | | Hours per day | | | 1 bus for 1 hr/day |

Contract #1 – Summer Remedial Program - Home-to-School

| Type of Bus | 3.0 hrs | 3.5 hrs | 4.0 hrs | 4.5 hrs | 5.0 hrs | Excess Hours |
|-----------------------------|---------|---------|-----------------------------|---------|---------|--------------|
| 71/72 Passenger | | | 4 | | | |
| Additional Services: | | | | | | |
| Bus Attendant(s) | | | Total number of hrs per day | | | |

3.2.4 Bidders should note that they are requested to signify on Form-of-Bid #1 their interest in accepting an award for the provision of the Home-to-School transportation program only (if they are not awarded the Special Needs and Homeless Contract (Contract #2), the Field and Sports Trips Contract (Contract #3), and/or the Summer Special Needs Contract (Contract #4)).

3.3 School Year Special Needs Transportation and Out-of-District Homeless– Contract #2

Bidders will submit, on the “Form of Bid”, their price for operating the school year special needs and homeless transportation program. Charter school students can also be placed under this contract, at the District’s option, if a per student pricing option is deemed to be in their best interest. Bidder is requested to submit their price based on a price per student per location, differentiated based on the vehicle capabilities with vehicles serving ambulatory versus non-ambulatory (wheelchair) students. The program profile chart below details the current number of students per destination, however, these student assignments are not guaranteed for future years. The price submitted is for both the AM and PM routes for the students (full-day billing). If a student is only transported once per day, the rate will be 50% of the bid price. Billing will be only for those students who actually are transported on a specific day. Contractors will not be paid for students who are scheduled to be transported but who do not utilize the services on a specific day. Detailed invoicing to support the services actually rendered is required.

The District will make a determination on the type of vehicle required for student transport. If the District determines that a student requires a wheelchair-accessible vehicle, that student will be billed at the non-ambulatory rate. If a student who is ambulatory is assigned to the non-ambulatory vehicle, the ambulatory student will be billed at the ambulatory rate.

All vehicles operating under this contract will include a trained bus attendant as part of the price per day per bus.

The pricing provides for a percentage (%) reduction if the district places more than one student on a vehicle. The price reduction percentage would apply to each District student on that vehicle. For example, if a contractor submitted a bid price of \$100 per student to a destination, but offered a percentage discount of 10% for 2 to 3 students, then each student would be billed at \$90. In a similar fashion, if the Contractor offered a percentage discount of 15% for 4 to 6 students, and the District had 5 students on the bus, the price per student would be \$85.

Given that there is the potential for students of other districts to be transported on these vehicles, the District(s) will not provide fuel for vehicles used under Contract #2. The Contractor will be responsible for the provision of fuel under this contract.

Per student pricing is predicated on transportation to defined zones. Following are the areas included within each Zone:

| | |
|---------------|--|
| <u>Zone 1</u> | Amherst; Cheektowaga; Getzville; Depew; Lancaster; Sweet Home; West Seneca; Williamsville; Snyder |
| <u>Zone 2</u> | City of Buffalo |
| <u>Zone 3</u> | Akron; Alden; Athol Springs; Clarence; East Aurora; Frontier; Grand Island; Hamburg; Hopevale; Iroquois; Kenmore; Lackawanna; Orchard Park; Springbrook; Tonawanda |
| <u>Zone 4</u> | Eden; Gowanda; Holland; Lakeshore; North Collins; Springville-Griffith Institute |
| <u>Zone 5</u> | Batavia |
| <u>Zone 6</u> | Niagara County |

If a destination is not shown in a defined Zone, but if the destination would obviously fall within the region defined by the other districts shown, the District and the Contractor may mutually agree to add that location to the defined Zone. A memo to this effect shall be developed and added to the contract documents. If a location does not fall within a defined zone, the District has asked for a rate per mile per student for travel to and from the location. The rate per mile is by student based on the total number of students assigned to that vehicle (multiple student % discount would apply).

The information provided in the program profile below is for the current District students and may not represent the total number of students that are currently transported on a vehicle by a present vendor. The District is not aware if there are students from other districts on one or more the vehicles listed. The Contractor will be responsible for the routing of buses under this contract with all routes subject to the approval of the District.

In some instances the District requires wheelchair accessible vehicles with a maximum capacity of 2 wheelchairs and 3 seated passengers. In most cases this is due to restricted access for door-to-door pick-up including small streets, limited turn-arounds, or restrictive driveways. The Contractor is required to provide the proper vehicle to meet the student's needs.

In some cases the District may require a separate one-on-one bus attendant for a student. The Bidder is requested to provide a rate per hour for the provision of a 1:1 attendant as required by the District.

The bus attendant rate shall be quoted on a rate per day. If an attendant is only required for either an AM or PM run, the payment will be for 50% of the quoted daily rate.

In some cases a trained nurse is required on vehicles providing special needs services to a particular student. The Bidder is requested to provide a rate per day for the provision of any nurse as required by the District. Although it would be unusual for a nurse to support more than one student, *if* this nurse is “shared” with students from another district, and *if* the nurse provides services and support for these other students, the charge to the District shall be proportional to the number of students that are being assisted. If the nursing services are provided through the use of a specialized nursing agency, the billing to the District shall be proportional to the students being assisted. Nurses must be provided to the District within five (5) days of the formal request from the District, assuming that the Contractor is provided the necessary medical prescription forms in a timely fashion.

However, the District reserves the right to assign its own bus or van attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor’s buses.

Given the unique needs of some students, the potential integration of students with other districts must be submitted to the District prior to providing these services. The District will not unnecessarily withhold their approval for this sharing, however the District reserves the right to make the determination that they believe is in the student’s best interest.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the 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 District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Should the School District or any municipality experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on a calculated hourly rate for the appropriate vehicle.

The District reserves the right to utilize another contractor(s), districts, or BOCES for specialized services if the District deems this to be in their best interest.

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 Special Needs and Homeless Contract – Contract #2, for the District. The prices submitted on “Form of Bid-2” will be multiplied by the appropriate category on the program profile for each Contract year. The school year will be based upon 180 days. The aggregate total cost of the five years will be considered the Bid cost. The program profile is not intended to represent accurately the current needs of the District, but is intended for Bid calculation and Bond valuation purposes only.

Program Profile for Bid Award and Bond Valuation Purposes Only

| School Year - Special Needs and Out of District Homeless | | |
|---|----------------------------|--------------------------------|
| Destination | Ambulatory Students | Non-Ambulatory Students |
| Zone 1 | 56 | 1 |
| Zone 2 | 6 | 1 |
| Zone 3 | 5 | |
| Zone 4 | | |
| Zone 5 | | |
| Zone 6 | 1 | |
| Bus Attendant(s) | 18 | |
| 1:1 Bus Attendant | 1 | |
| Nurse | 1 | |

Bidders should note that they are requested to signify on Form of Bid #2 their interest in accepting an award for the provision of school year special needs and homeless only (if they are not awarded the Home-to-School contract #1, the Field and Sports Trips contract #3, and/or the Summer Special Needs Contract #4).

3.5 Field and Sports Trip Transportation – Contract #3

- 3.5.1 The District will not be providing fuel for Field and Sports Trips.
- 3.5.2 The Contract for the Field and Sports Trips Program will be awarded for a five year Contract period (July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023, July 1, 2023-June 30, 2024; July 1, 2024-June 30, 2025; and July 1, 2025-June 30, 2026), subject to voter approval.
- 3.5.3 Bidder will submit, on the Form-of-Bid #3, their price for operating the Field and Sports Trips Program. The District is requesting pricing for Field and Sports trips based upon a rate per hour, plus a rate per mile for “out-of-Town” trips that exceed 50 round-trip miles. Driving time is for round trip live time from the point of departure in the District to the point of drop-off in the District. It does not include deadhead time from/to the Contractor’s terminal. Layover or waiting time is time at the Field Trip or Sports Event Site.

In no case shall the driving or waiting rate per hour exceed 75% of the hourly rate calculated based on the home-to-school contract (Contract #1) – 4-hour rate - for a similarly sized vehicle. For example, if the four-hour rate for a full-sized bus is \$240 per day, the field and sports trip rate per hour cannot exceed \$45 (\$240/4 x 75%). The calculated hourly rate shown above is a maximum rate and the Bidder is encouraged to submit their most competitive rate as the submitted rate will be used to calculate the lowest responsible bid as long as the submitted rate does not exceed the calculated rate. If necessary, the District reserves the right to adjust any proposed field and sports trip rate to this calculated amount should the proposer enter an hourly rate that exceeds this calculated amount. If the Bidder is not the provider under Contract #1, the rate will still be determined by the rate charged by the Contract #1 contractor.

All invoices for Field and Sports Trips will include a trip verification form which will be supplied by the District. Upon completion of the trip, the form is to be signed by the District's staff person on the trip in order to verify the driver hours.

For both field and sports trips, upon submission of approved receipts, the District will reimburse the contractor for all tolls and parking fees necessary for the transportation of the event. Tolls or parking fees for any deadhead mileage are specifically excluded from reimbursement.

- 3.5.4 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-District fees. In some cases, organizations supporting the District may utilize the services under the contract terms and conditions and prices with invoicing from the Contractor submitted directly to the organization. The District cannot, and does not, make any representations on the annual frequency of trips.

For field or sports trips that are considered "in-Town", the District will guarantee one (1) hour of billing at the driving time rate. "In-Town" for the District shall be defined as within the Town of Cheektowaga. For field or sports trips that are "out-of-Town", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Bid. Mileage and billable time will be based upon a round trip from the point of departure to the point of return, and will be paid for only those miles that exceed 50 round-trip miles. Deadhead miles will not be paid or included in the 50 mile calculation.

Pricing is being requested based on the specific vehicle capacity as shown on the Form of Bid.

The District may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. Should a "drop and pick" be requested, the Contractor would be reimbursed for all necessary tolls both during the live runs and deadhead runs. Additionally, driving time will be based upon the scheduled time for departure in the District to return to the same point in the District. For the "pick-up" portion of the trip, the time will be from the origination point in the District to the pick-up point and back to the originating school location. For "drop and pick" runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

For certain Field and Sports Trips, the District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the District. The attendants/monitors will be paid for the same time as that which is paid for the Field and Sports Trip (driving time plus waiting time) when the bus attendant/monitor services are required. After the first hour, payment will be made in quarter hour segments, rounded to the

nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

However, the District reserves the right to assign their 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 District in facilitating the placement of these District assigned people on the Contractor’s buses.

The District reserves the right to utilize the services of District employees and buses, and/or other contractors, for Field and Sports Trips.

3.5.5 **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 period. The figures included in the program profiles are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the District. The lowest cost Bid will be the aggregate total cost of this calculation for the five-year period.

Program Profile for Bid Award and Bond Valuation Purposes Only

Contract #3 – Field and Sports Trips

| | Driving Hours | Waiting Hours | Miles Over 50 Miles |
|------------------------|----------------------|----------------------|----------------------------|
| In-District | | | |
| 71/72 Passenger | 160 | 71 | |
| Wheelchair Vehicle | 1 | 1 | |
| Bus Attendant | 1 | 1 | |
| Out-of-District | | | |
| 71/72 Passenger | 480 | 214 | 50 |
| Wheelchair Vehicle | 2 | 1 | 15 |
| Bus Attendant | 2 | 1 | |

3.5.6 In the event that a Field and/or Sports Trip is not cancelled by the District within one hour 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 District that it incurred labor costs due to the late cancellation, then the District shall pay the Contractor a cancellation fee equal to the one hour rate of driving time for the appropriate trip (in-Town or Out-of-Town).

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at the 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 District the missed/late trip damage found in Section 8.16.13 of these specifications plus any expenses the students 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 District's 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 District to provide directions, the Contractor shall pay damages equal to the one hour rate of drive time.

3.5.7 Bidders should note that they are requested to signify on Form of Bid #3 their interest in accepting an award for the provision of field and sports trips only (if they are not awarded the Home-to-School contract #1, the Special Needs contract #2, and/or the Summer Special Needs Contract #4). This would apply to each contract combination.

3.6 **Summer Special Needs Program – Contract #4**

Bidders will submit, on the "Form of Bid", their price for operating the Summer special needs transportation program, which will be conducted every summer of the five year contract.

For the Summer special needs program, the Bidder is requested to submit their price based on a price per student per location, differentiated based on the vehicle capabilities with vehicles serving ambulatory versus non-ambulatory (wheelchair) students. The program profile chart below details the current number of students per destination, however, these student assignments are not guaranteed for future years. The price submitted is for both the AM and PM routes for the students (full-day billing). If a student is only transported once per day, the rate will be 50% of the bid price. Billing will be only for those students who actually are transported on a specific day. Contractors will not be paid for students who are scheduled to be transported but who do not utilize the services on a specific day. Detailed invoicing to support the services actually rendered is required.

Pricing methodologies for the Summer Contract #4 shall be consistent with the pricing details for Contract #2.

The pricing provides for a percentage (%) reduction if the District places more than one student on a vehicle. The price reduction percentage would apply to each student on that vehicle. For example, if a contractor submitted a bid price of \$100 per student to a destination, but offered a percentage discount of 10% for 2 to 3 students, then each student would be billed at \$90. In a similar fashion, if the Contractor offered a percentage discount of 15% for 4 to 6 students, and the District had 5 students on the bus, the price per student would be \$85.

In some instances, the District requires wheelchair accessible vehicles with a capacity of at least 2 wheelchairs and 3 seated passengers. In most cases this is due to restricted access for door-to-door pick-up included small streets, limited turn-arounds, or restrictive driveways. The Contractor is required to provide the proper vehicle to meet the student's needs.

All vehicles operating under Phase II of the Summer Contract #4 will include a trained bus attendant as part of the price per day per bus.

Given that there is the potential for students of other districts to be transported on these vehicles, the District(s) will not provide fuel for vehicles used under Contract #4. The Contractor will be responsible for the provision of fuel under this contract.

Per student pricing is predicated on transportation to defined zones. Following are the areas included within each Zone:

| | |
|---------------|--|
| <u>Zone 1</u> | Amherst; Cheektowaga; Getzville; Depew; Lancaster; Sweet Home; West Seneca; Williamsville; Snyder |
| <u>Zone 2</u> | City of Buffalo |
| <u>Zone 3</u> | Akron; Alden; Athol Springs; Clarence; East Aurora; Frontier; Grand Island; Hamburg; Hopevale; Iroquois; Kenmore; Lackawanna; Orchard Park; Springbrook; Tonawanda |
| <u>Zone 4</u> | Eden; Gowanda; Holland; Lakeshore; North Collins; Springville-Griffith Institute |
| <u>Zone 5</u> | Batavia |
| <u>Zone 6</u> | Niagara County |

If a destination is not shown in a defined Zone, but if the destination would obviously fall within the region defined by the other districts shown, the District and the Contractor may mutually agree to add that location to the defined Zone. A memo to this effect shall be developed and added to the contract documents. If a location does not fall within a defined zone, the District has asked for a rate per mile per student for travel to and from the location. The rate per mile is by student based on the total number of students assigned to that vehicle (multiple student % discount would apply).

The information provided in the program profile chart below is for the current students and may not represent the total number of students that are currently transported on a vehicle by a present vendor. The District is not aware if there are students from other districts on one or more the vehicles listed. The Contractor will be responsible for the routing of buses under this contract with all routes subject to the approval of the District.

In some cases a District may require a separate one-on-one bus attendant for a student. The Bidder is requested to provide a rate per hour for the provision of a 1:1 attendant as required by the District. The bus attendant rate shall be quoted on a rate per day. If an attendant is only required for either an AM or PM run, the payment will be for 50% of the quoted daily rate.

In other cases a trained nurse is required on vehicles providing special needs services to a particular student. The Bidder is requested to provide a rate per day for the provision of any nurse as required by the District. Although it would be unusual for a nurse to support more than one student, *if* this nurse is “shared” with students from another district, and *if* the nurse provides services and support for these other students, the charge to the District shall be proportional to the number of students that are being assisted. If the nursing services are provided through the use of a specialized nursing agency, the billing to the District shall be proportional to the students being assisted. Nurses must be provided to the District within five (5) days of the formal request from the District, assuming that the Contractor is provided the necessary medical prescription forms in a timely fashion.

However, the District reserves the right to assign its own bus or van attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor’s buses.

Given the unique needs of some students, the potential integration of students with other districts must be submitted to the District prior to providing these services. The District will not unnecessarily withhold their approval for this sharing, however the District reserves the right to make the determination that they believe is in the student’s best interest.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the 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 District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Should the School District or any municipality experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on a calculated hourly rate for the appropriate vehicle.

The District reserves the right to utilize another contractor(s), districts, or BOCES for specialized services if the District deems this to be in their best interest.

For the purposes of calculating the Bid award only, and determining the level of the Bid Bond required, the program profile chart below will be utilized as the basis for calculating the annual cost for the five year Contract period for the Summer Special Needs Contract – Contract #4, for the District. The prices submitted on “Form of Bid–4” will be multiplied by the appropriate category on the 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 program profile chart below is not intended to represent accurately the current needs of the District, but is intended for Bid calculation and Bond valuation purposes only.

Program Profile for Bid Award and Bond Valuation Purposes Only
Contract #4 - Summer - Special Needs Program

| Destination | Ambulatory Students | Non-Ambulatory Students |
|--------------------|----------------------------|--------------------------------|
| Zone 1 | 34 | 1 |
| Zone 2 | 2 | 1 |
| Zone 3 | 3 | |
| Zone 4 | | |
| Zone 5 | | |
| Zone 6 | | |
| Bus Attendant(s) | 6 | |
| 1:1 Bus Attendant | | |
| Nurse | | |

Bidders should note that they are requested to signify on Form of Bid #4 their interest in accepting an award for the provision of Summer special needs only (if they are not awarded the Home-to-School contract #1, the School Year Special Needs and Homeless Contract #2, and/or or Field and Sports Trips contract #3).

3.7 No cash discount may be offered or quoted by any Bidder. If two or more Bidders submit identical

bids as to price, the decision of the District to award a Contract to one such Bidder shall be final.

4. CONTRACT

- 4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Cleveland Hill Union Free 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 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 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 in writing by the Cleveland Hill Union Free School District. If, after written notification by the District, the Bidder does not take such measures, as will, in the sole and reasonable opinion of the District, insure the satisfactory progress and performance of the service, then the 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 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 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 District. Said damages are to include reasonable attorney's fees 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 District which shall not be unreasonably withheld. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in a LLC, which results in a change in the controlling interest of the Bidder, shall be an action that will be considered a contract assignment under this provision.
 - 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 District from using their own vehicles, drivers or bus attendants/aides, or services provided by/through other Districts, BOCES, agencies, or in any way limits the District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department is received by the District.
- 4.9 No action or failure to act on the part of the District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the District is entitled, nor shall such action or failure to act on the part of the 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 Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or his/her designate before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Superintendent or his/her designate as submitted.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The 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 District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses, or length of operating day, and/or the number of days requiring transportation under this contract. If New York State regulations permit other districts to share services under the terms and conditions of this contract, the Contractor shall agree to facilitate this sharing. 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 District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the District's written order.

The Bidders should note that information about the current routes is included in Appendix "A", and a good faith estimate of required services for the September 1, 2021-June 30, 2022 school year, and the summer of 2021, has been provided in Appendix "A". Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, 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.

- 5.2 All materials, supplies, services, and the quality of the materials, supplies, and services shall be subject to inspection, examination, and test by the District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the District.

The District reserves the right to reject all materials, supplies, and services, and the quality of materials, supplies, and services that do not meet its standards.

- 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 Worker’s 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 each district no later than 30 days before the commencement of each year’s service.
- 5.3.3 That it will comply with Federal and State Fair Labor Standards Act 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 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 District premises, and all other 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, age, disability, sexual orientation, marital status, or any other basis prohibited by 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.
- 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, age, disability, sexual orientation, marital status or any other basis prohibited by law.

- 5.3.7 The Contractor will cause the foregoing provisions 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.
- 5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the district.
- 5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the District.
- 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 That in the performance of this contract, Contractor is an independent contractor, the District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the District, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

6. PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall release the 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 District and others relating to or arising out of this work. Should an error occur in the final billing by the Contractor, the Contractor shall have the right to notify the District of said error and present a corrected invoice for payment within 30 days of the termination of this contract.
- 6.2 Payments of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with Contract Documents. The District also reserves the right to withhold payment of any charges for work that it did not approve, and/or that it believes are in violation of this contract.
- 6.3 The District may withhold from the Contractor so much of the payment due it as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board 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 District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

- 6.5 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. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed, and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. 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 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, weather conditions, or similar operating issues that are deemed by the District to be within the control of the Contractor. No payment will be made for students priced on a per student basis who do not utilize the services on one or more scheduled runs. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the District.

Fuel reconciliation and/or billing shall be submitted to the District on a monthly basis, or as required by the District.

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the District on a route by route basis, and on a per student basis for Contracts #2 and #4, and shall submit such records upon request by the District for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the 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, 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 District. The July 1, 2020-June 30, 2021 transportation program of the District is defined and described at 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, 2020-June 30, 2021 school year, which are on file with the District, and summarized in Appendix “A”. Additional information can be ascertained at the pre-Bid meeting.

8.2 DISTRICT REPRESENTATIVE

The Superintendent, or his/her 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 Cleveland Hill Union Free School District in the amount of 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 rated as an “A” carrier (Excellent) or better in the current edition of A.M. Best’s *Insurance Guide*. A single bond or certified check representing the total of all contracts for a District being bid is acceptable.

The Bid Bond or certified check will be deposited with the Cleveland Hill Union Free School District as a guarantee that the Contract(s) 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 Cleveland Hill Union Free School District as liquidated damages on account of such default. The Bid Bond or certified check(s) provided by the vendors not awarded the contract(s) will be returned and/or destroyed based on the vendor’s requirement.

8.4 PERFORMANCE BOND

The District is requiring the provision of a Performance Bond as an alternate to this bid as detailed in Section 8.17.1. The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract(s) to guarantee the faithful performance of the Contract(s). *The price sheet allows the entry for the Performance Bond cost either as an annual dollar amount, or as a percentage (%) of the calculated cost of the bid.* A single bond covering the total of all contracts to each District 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 Board, and must be rated in A.M. Best’s *Insurance Guide* as an “A” carrier (Excellent). The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. **Proof of bondability must be submitted with the Bid.**

A determination on the acceptance of the Performance Bond ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

The District will not accept a cash deposit in lieu of a Performance Bond.

8.5 INSURANCE

The Contractor shall provide the following insurance:

8.5.1 The insurance carrier must be licensed to do business in New York and must be rated in A.M. Best's *Insurance Guide* as "secured carrier" with a minimum rating of "A (X)". A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

All insurance and bonds are to be issued not only upon the ratings requested herein but also only from companies licensed to do business in the State of New York.

8.5.2 The following minimum insurance must be maintained in full force during the term of the Contract by the Contractor at its own expense:

- a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$1,000,000 per occurrence is required.

An additional insured endorsement is required and must be provided with certificate of insurance. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the District's Board of Education, and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

- b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement, equivalent to CG 2026 or CG 2010 naming the District's Board of Education, and any of its respective public officials, agents and employees must be included. A Waiver of subrogation in favor of the additional insured must apply.

- c) \$10,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.
 - d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
 - e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of New York State law. A waiver of subrogation in favor of the District's Board of Education, and any of its respective public officials, agents and employees must be included.
 - f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming District's Board of Education, and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage.
- 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 to any policies of insurance available to the District. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the District for any applicable deductibles. The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.
- 8.5.5 The limits outlined above are strictly minimum amounts. The 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.
- 8.5.6 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverage shall be provided to the District no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Failure to provide certificates in a timely manner shall be considered a contract default.
- 8.5.7 The Contractor shall hold harmless, defend and indemnify the 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 District by third parties, employees of the District, or employees of the Contractor.
- 8.5.8 All insurance 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 is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The 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 District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

8.5.9 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the 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.

8.5.10 In the event that a District permits the use of sub-contractors, they shall maintain the insurance coverages outlined above and comply with all requirements set forth above, including the furnishing of separate insurance certificates and endorsements prior to said sub-contractors providing services, unless otherwise agreed to by the District.

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 District, and all records shall be kept for a minimum of three (3) years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

8.7 TERM

8.7.1 Upon voter approval, the term of the Home-to-School, School Year Special Needs, and Field and Sports Trips Contracts shall be for a five year period (July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; July 1, 2023-June 30, 2024; July 1, 2024-June 30, 2025; and July 1, 2025-June 30, 2026). The Summer Special Needs Contract shall be for a five-year period (2021, 2022, 2023, 2024, 2025).

8.7.2 Should voters not approve the awarding of a multi-year contract, a one year contract shall be awarded based on the first year price in the lowest cost five year contract bid.

8.7.3 The parties may choose to extend any of these Contracts for future years, consistent with the then current SED 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, ordinance or Commissioner of Education regulations, 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, and State Department of Motor Vehicles regulations, and Board of Education policy.

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 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. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

All drivers and attendants/monitors must understand and speak English with proficiency.

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 District, the Superintendent of Schools, or designees shall have the right to direct the removal of any person (driver, attendant/monitor, or office personnel) servicing this Contract for any reason.

The Board reserves the right, in the exercise of their sound discretion, to reject drivers or attendants/monitors, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or attendants/monitors shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain attendants/monitors, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

Should drivers be utilized who are not assigned to the District on a regular basis, said driver(s) must be reported to the District prior to their providing services in the District. All drivers providing services to the District must be approved for service by the Superintendent of Schools pursuant to State regulations. No drivers may be used "from

another terminal” without the District’s approval. The Contractor shall make the driver abstracts available for review by the District at the District’s request.

8.8.1.3 A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. 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’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, or designee. 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 purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

The Terminal Manager shall meet with the District upon request during the school year to review operations and to discuss service options or issues.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Terminal Manager position. Should a change in employment occur during the term of the contract, the District shall be notified and the District reserves the right to interview and approve/disapprove of any candidate.

8.8.1.3.1 Said Terminal Manager or his/her approved designee(s), shall be available at the dispatching station during all hours that regularly schedule morning, mid-day, and afternoon services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District.

8.8.1.3.2 The Terminal Manager or his/her designee may not be an assigned bus driver or a functioning mechanic. The Terminal Manager must be located at the transportation facility servicing the District. If more than one facility will be utilized to provide services to the District, the Terminal Manager must be located at the operations office for the contract which shall be at one of the facilities. The Terminal Manager must be a full-time position.

8.8.1.4 Dispatcher(s): A “Dispatcher” function shall exist within the terminal with said position staffed during all times that regularly scheduled runs are operating for the Cleveland Hill Union Free School District. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the

designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified.

The Contractor shall provide the District with emergency contact information for issues arising from after-hour runs, and on weekends. A Contractor representative must be accessible when District runs are scheduled to operate.

The Contractor will have in place a designated “hot-line” telephone number that can be utilized by District personnel only for emergency contact with the terminal. The Contractor must also provide a cell phone for the terminal for use during any power outages. The dedicated telephone number will not be used for other purposes, and the number will not be given out to the general public. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Dispatcher position. Should a change in employment occur during the term of the contract, the District shall be notified and the District reserves the right to interview and approve/disapprove of any candidate.

8.8.1.5 Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position does not need to be full-time dedicated to the District, but must be allocated sufficient time to reasonably perform training, road checks, and training of the staff members serving the District. It is expected and required that the Safety Supervisor allocate more time to the District operations when new and inexperienced drivers are being utilized, including supplemental training and road observations. The Safety Supervisor must submit written reports to the District, at least quarterly, on all driver training programs, including new hires and existing drivers.

8.8.1.6 Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor’s responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Bidder is requested to provide a detailed explanation of their proposed terminal staffing with their Bid. This information should be provided in Section #8 of the Binder submission. The District will utilize this information as a part of the Bid evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the Districts' operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

Details on the terminal staffing shall be included in Section #8 of the Bid binder.

- 8.8.1.7 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to the District for their review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the District in a positive way.
- 8.8.1.8 The Contractor will provide each driver and attendant/monitor in service to the District with a laminated photo ID that contains the name of the driver or the attendant monitor, the name of the Contractor, and the current school year. The photo ID shall be a minimum of 2 1/8" x 3 3/8" and shall be prominently displayed while the driver or the attendant/monitor is in service to the District. The photo ID shall be issued yearly by the Contractor and shall be at no cost to the District.
- 8.8.1.9 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.
- 8.8.1.10 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. The District's Transportation Supervisor reserves the right to attend any of these training meetings.

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. Reports must be filed with the District, at least quarterly, on all 19-A reviews.

The District reserves the right to provide specialized training with the cost of said training borne by the requesting District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

All drivers and attendant/monitors are expected to attend up to 4 meetings per year, one hour each, to work with the District on any student management programs that may be in

place. The Contractor is responsible for wages associated with attending this mandatory supplemental training. Failure of the drivers or aides to attend these programs may result in the District removing the driver or aide approvals for providing services to the District.

The Contractor shall follow District policies and procedures relative to safety training as defined in this section.

- 8.8.1.11 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 Section 156.3 (b)(3) of 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 costs of such examinations shall be paid by the Contractor. The District shall be provided a written report, at least quarterly, of all physical exams performed. All information which can be legally shared with the School District shall be provided as part of the required driver files provided for both new employees and annually for existing employees.

The District reserves the rights to have their doctor examine anyone providing service under this Contract with the cost of such examination at requesting District's expense. Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

- 8.8.1.12 To the extent required by the New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract must be approved for employment by the District's Superintendent of Schools. The Contractor shall submit to the District no later than one week prior to the first week of school for the 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. Information on temporary drivers from other Contractor locations must be provided to the District prior to providing services to the District.

Completed driver and attendant/monitor application forms are to be submitted to the 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 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 District.

- 8.8.1.13 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 and attendants/monitors shall not be less than ten percent (10%) of the number of drivers required to bring children to and from school on a regular basis. These drivers and attendants/monitors cannot be used for any other purpose without the prior express permission of the District.

Upon request the Contractor shall immediately provide the District with a roster showing both assigned and stand-by staff members assigned and available for the District's services.

- 8.8.1.14 The Contractor shall be responsible for providing practice and instruction to the drivers 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 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.

- 8.8.1.15 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 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. The Contractor shall provide the District with a written certification of the date that each driver completed their dry runs.

Drivers are to pick-up/drop-off students only at District designated bus stops. Courtesy bus stops are specifically forbidden without the prior approval of the 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 District designates that a car seat must be utilized, the bus aide will assist the child by placing the child in the seat and properly securing them consistent with the car seat design recommendations.

If requested by the District, the driver will enforce the District's request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

- 8.8.1.16 Students shall be discharged pursuant to the District's policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle.
- 8.8.1.17 No alcoholic beverages or intoxicants may be brought to or consumed upon the District's premises or 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 are allowed on the buses or on school property. 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 District has a "smoke free and drug free zone" policy on school property.
- 8.8.1.18 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 driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District.
- 8.8.1.19 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 the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. The District is the sole authority to approve additional personnel to ride the bus.

- 8.8.1.20 The Contractor must provide a private telephone number to allow the 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 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 District.

For both Contracts #1 and #2, prior to the onset of services under this Contract and for the duration of this Contract, the Contractor(s) will provide the District with one portable two-way radio and charger set for the frequency(ies) used by the Contractor to communicate with all vehicles in service to the District. Should one Contractor operate both contracts #1 and #2, only one radio will be required. If separate contractors operate contracts #1 and #2, each contractor must comply with this provision.

- 8.8.1.21 The District reserves the right to require a change in the route assignment of a driver and an attendant/monitor should circumstances warrant due to the fact that the actions and conduct of bus drivers and attendants/monitors reflect upon the District as a whole. The

Superintendent of Schools or his/her designee shall have the final authority in these matters.

- 8.8.1.22 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 this 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 program.

- 8.8.1.23 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal(s) operating Contract #1 and #2 is/are required to have access to the routing software. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of the 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, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to insure that the spare vehicle can respond to an in-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 District. A vehicle of a larger capacity may be used to fulfill the spare bus capacity of specialized vehicles (i.e. a 35 passenger bus can fulfill the requirement for a 22 passenger; a 15 passenger + 3 w/c can fulfill the requirement for a 9 passenger + 3 w/c).

Based on current vehicle usage and program requirements, the District projects the following vehicles being required for the 2021-2022 school year:

Contract #1:

Cleveland Hill UFSD

- 71/72 passenger buses = 5
- 65/66 passenger buses = 15

Contract #2 is priced on a per student basis. However, due to some accessibility restrictions in some areas, the Contractor will be required to provide some smaller wheelchair-accessible vehicles. The District will make the determination on maximum vehicle size in consultation with the Contractor. Limited access can be due to street size limits, turn-around restrictions, driveway size, or such other physical features that might exist which preclude larger capacity vehicles. At the present time it appears that the smaller wheelchair vehicles accommodate up to 2 wheelchairs and 3 ambulatory students.

The District requires the following fleet age profile:

- 71+ passenger buses: 6.5 year average age for the entire large bus fleet with no bus older than 10 years;
- 35 passenger or smaller buses/vehicles: 6.5 year average age for the fleet with no vehicle older than 10 years.
- Contractors are required to meet the Department of Transportation inspection standards detailed herein (Section 8.16.15).

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2016 chassis year, at the beginning of this contract period (7/1/21) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing at the beginning of each school year, and a statement stipulating that they meet this age criteria.

If a used bus is placed in service during the term of the contract, the District reserves the right to inspect and approve said vehicle. The District's approval will not be unreasonably withheld. Any used bus placed in service must maintain the fleet age profile as detailed herein.

Buses shall include the following features as a minimum:

- 8.8.2.1.1 All vehicles are to be equipped with 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 60 GB.

The District reserves the right to require that camera use be eliminated on vehicles serving the District. In those instances, cameras will not be activated (video or sound) and may not be used without the expressed permission, in advance, of the District.

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 District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District's request, and access shall be furnished through internet communication or other media transfer mechanisms. The Contractor shall make available software for viewing, playback, and event searching by District personnel.

A minimum of three video cameras and sound recording equipment are required in each 35+ passenger bus. A minimum of one video camera and sound recording equipment is required in any vehicle with a capacity of 34 students or less.

The District recognizes that there may be limited times when these buses and/or vans with video and sound recording equipment may be out of service for DOT inspections and/or maintenance service requirements. During these limited time periods (three consecutive operating days or less), the Contractor may replace the bus and/or van with a vehicle that is not equipped with the video and sound recording equipment. However, for any long-term removal from service (four consecutive operating days or more), the replacement vehicle must be equipped with the video and sound recording equipment. In all cases where a spare bus is being utilized, but where a camera is not available, the District must be notified in advance and the District reserves the right to require the reassignment of the bus to a different route or usage.

The District shall work with the Contractor to ensure that proper and compliant notifications are placed on the buses with the cost of said signs, and their installation, the responsibility of the Contractor. The District shall also work with the Contractor to ensure proper notifications to the student population, including applicable policies.

The Contractor shall include in their bid package, in Section #5 (Fleet), specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TL2/TL4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District. Any camera system must provide the ability to "blur" or "mask" in order to

remove facial recognition of passengers.

The Contractor shall ensure that each bus include the proper notification signs stipulating the use of audio and video recording equipment.

- 8.8.2.1.2 “Child Check Mate” (or equivalent) child check system is to be installed on all vehicles (with the exception of any 6 passenger vehicles) dedicated to the District.
- 8.8.2.1.3 Two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the 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 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 District. These cellular or digital telephones shall be operated consistent with State laws.
- 8.8.2.1.4 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 and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the District.
- 8.8.2.1.5 All buses of 35+ student passengers capacity are to be diesel fueled unless an exception is specifically approved in advance by the District.
- 8.8.2.1.6 All buses must meet industry standard drawstring tests.
- 8.8.2.2 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).
- 8.8.2.3 The Business Administrator or his/her designee reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.
- 8.8.2.4 Contractors 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 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.
- 8.8.2.5 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 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.

8.8.2.5.1 The District reserves the right to request periodically that the Contractor provide more current **Profiles** if the current **Profile** is not satisfactory to the District. It also reserves the right to request current and past Department of Transportation MC300 inspection report forms for vehicles in service to the District.

8.8.2.5.2 **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, parking, and DOT inspection facilities for vehicles in the operation of the Contract. The “Park Out” of buses overnight is specifically prohibited unless the Contractor shall submit to the District a detailed program for driver observation and vehicle security that meets the approval of the District. The approval of said detailed program shall be the sole responsibility of the District, however approval will not be unreasonably withheld.
- 8.8.3.2 On each Form-of-Bid the Bidder shall provide the exact location of the maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the District. The District reserves the right to inspect the facilities to determine its 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. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or lessor shall be provided, and the District reserves the right to verify the facility representations made by the Bidder.

Proof of a signed lease must exist within 30 days following the acceptance of the Transition Plan by the District.

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

8.8.4 Fuel

- 8.8.4.1 The District will furnish the Contractor, without charge, with the fuel necessary for the live miles in the direct performance of the transportation required by the Home-to-School Transportation Contract (Contract #1).

Fuel will not be provided for the Special Needs (Contract #2), Field and Sports Trips Contract (Contract #3), or the Summer Special Needs (Contract #4).

The fuel type will be limited to diesel for large buses, and diesel or unleaded gasoline for the smaller vehicles.

The amount furnished will be limited to the amount actually used in the direct performance of the Contract, based upon:

One (1) gallon of diesel for each seven (7) route miles for all diesel fueled vehicles, and

One (1) gallon of gasoline for each fifteen (15) route miles for all unleaded gasoline fueled vehicles.

Should this contract be renewed after the initial five-year term, the District

reserves the right to modify the fuel allowance levels should fuel efficiency standards change by 10% or more from those in place as of July 1, 2021.

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 District and the State Education Department may require verification of the storage and use of fuel as herein provided. Fuel will be ordered from a vendor approved by the District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase Contracts.

The Contractor cannot purchase fuel, thereby delaying a District purchase/delivery, without the prior approval of the District. Should the Contractor engage in this practice, the Contractor will forfeit the District delivery.

Fuel will be ordered by the District from a State approved vendor for delivery to the District approved Contractor's terminal facility that can receive the fuel amount without any charges to the 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 District without the prior written authorization of the District. Any fuel ordered by the Contractor without such prior written approval from the District will not be paid by the District.

The District will not provide diesel fuel to the Contractor(s) through arrangements with an area service station, a non-State Contractor fuel provider, nor will it provide for fueling of buses from a fuel delivery truck. Therefore, the Contractor must have its own fuel tank(s) prior to the onset of service under these Contracts.

- 8.8.4.2 The direct performance of services shall include all live mileage performed for routes. Deadhead mileage is specifically excluded from all allowance calculations. The determination of route mileage shall be made by the District consistent with the routing and vehicle use as defined in these specifications.

The Contractor and the District shall meet prior to October 15th, of each school year to determine the allowable live route mileage and the estimated annual fuel allowance. The live route mileage will be taken from the information contained within the District's routing software, the average live mileage portion of District's live 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), and/or computerized live 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 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.

- 8.8.4.2.1 If fuel is owed to the Contractor, the amount of fuel owed can be credited to the allowance for the following year, or the District can pay the Contractor the current value of the amount of fuel owed (at the appropriate bid prices),

as determined by the District.

- 8.8.4.2.2 If the amount of fuel provided is in excess of the amount of fuel allocated, the District will deduct from the monthly payment the value of the excess fuel provided at the time of delivery.
- 8.8.4.3 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 District will provide a readjustment of the fuel allowance for any route where the live mileage changes permanently by five percent (5%) or more.
- 8.8.4.5 Should the capacity of the Contractor's fuel tank prevent the delivery of a full load, and due to this lesser capacity the District is charged a higher rate for a partial delivery, or a higher rate due to a price change to complete the delivery at a later date, then the incremental cost above the Districts' regular cost of fuel shall be deducted from the Contractor's monthly payment.
- 8.8.4.6 In the event the District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the District upon submission of approved receipts. Any State and/or Federal taxes due shall be the responsibility of the Contractor. The District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.
- 8.8.4.7 The District will not provide, nor act as a reseller of, fuel to the Contractor for fuel needed for deadhead 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 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 District will not reimburse the Contractor for any meals for drivers, attendants or monitors for Field and Sports Trips.

8.8.6 Transition Plan

In the event the existing Contractor is not the successful Bidder, the District will require the successful Bidder to submit a Transition Plan to the District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the 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 respective District; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 30 days following the District's approval of the Transition Plan.

Should the existing contractor be the successful Bidder, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including any District-selected alternate(s). 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 will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Bidder.

8.8.7 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public. The Contractor is responsible for providing annual bus assignment information to each student.

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 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 are to 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 District.

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling for all contracts will be developed by the Contractor, subject to the approval of the District. The District reserves the right to determine the acceptability of merging District students with students from other districts on the out-of-district runs.

The Contractor is required to provide and utilize an industry standard routing software program to facilitate the design and tracking of bus usage. Unlimited access to the routing software shall be provided to the District through either a web-based access routing, or a license for software use located at the District offices. The cost of the software, including District access, shall be the responsibility of the Contractor. Detailed information on the software program to be utilized, including descriptive information on District access, shall be included in Section #2 of the Bid binder.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the District. The routing information provided to the District by the Contractor shall include, but not be limited to, ridership lists by bus, bus assignments by bus number, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion.

Although the District currently intends to be the direct contact with parents, the Contractor may be required to communicate with parents as directed and approved by the District.

8.10.2 The 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 incremental charges except those consistent with the pricing schedule detailed herein.

8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the identified District liaison.

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 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 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.

If GPS is in use, in order to maximize the effectiveness of the system, the Contractor(s) shall continually provide the District with updated asset assignments to routes to allow the District to determine the specific vehicle providing services on each route.

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 District.

To determine the beginning of the length of the afternoon route, the schedule shall begin at the time the bus is scheduled by the District 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 will be governed by the actual school calendar as adopted by the District's Board of Education including the calendars of all other schools for which the 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 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 Birthday celebration).

- 8.10.6 It is understood that on those days that the District schools are closed and the non-public schools or BOCES locations are open, the Contractor will be required to furnish any required transportation to those non-public or BOCES schools.

Transportation to special education locations will follow the official calendar of these locations.

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 District.

- 8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the 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:

- 8.10.9.1 District-wide early dismissals when required.
- 8.10.9.2 Early dismissals as per calendars provided by the 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 District has other than regular dismissals
- 8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- 8.10.9.5 Comparable transportation for special education locations on days when the 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 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 required by the individual student programs

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 District. This information is to be provided without charge to the District. Failure to meet this requirement will cause the District to initiate the liquidated damages provided under Section 8.16.13 of these specifications.

8.10.11 TRIAL ROUTES

At a time established by the 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 p.m. route to include all stops assigned on the route. The trial run must be performed using the same capacity of bus as that assigned to 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 District of the same. Contractor must provide written verification of this trial route process to the District no later than September 1st of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges.** The cost of providing these mandated trial routes shall be at no additional charge to the 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 District, the Transportation Supervisor or his/her designee is to be notified immediately, and the District's accident procedures are to 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 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 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 District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

The District reserves the right to have a driver involved in what it deems a preventable accident removed from service to the District and complete an approved retraining program prior to returning to service. The cost of the retaining, 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 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 assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

Quarterly, the Contractor will provide the District with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

- 8.11.3 Driver's Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily report, or DVIR form, each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the Contractor and made available to the Transportation Supervisor or his/her designee as requested.

- 8.11.4 Emergency Bus Drill: 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 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 buses and drivers 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 District.

- 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 shall be responsible for providing the regularly 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 District.

The above early dismissal schedule shall be at no incremental cost to the District.

- 8.11.6 Non-District Students: Subject to Law and Commissioner's Regulations, only those

children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of pupils for other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related Contract with another school, district, or individual for such transportation. The District reserves the right to assign students from other districts to buses/routes. Should such assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the District, according to the prices submitted in this Bid. However, students within any of the three participating districts may be transported on buses assigned to any of the other participating districts without limitation.

The Contractor agrees to cooperate fully with the Districts' policy of cooperative transportation with other districts, schools, agencies, and BOCES.

- 8.11.7 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the 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 District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the 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 District personnel.
- 8.11.8 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District. See Board Policy referenced in Appendix "C".
- 8.11.9 District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the 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 District students, the Contractor shall immediately notify the District in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the District during the term of the Contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers will be required to attend suspension or corrective 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 District's certification of any driver who

fails to do so. Any cost or salary reimbursement for attendance by drivers 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, 2021-June 30, 2022 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 operations require an increase or decrease in the number of vehicles needed to operate the program, the Contract shall be amended to reflect the change by using the Bid amount quoted on the "Form of Bid". Such modifications shall reflect any appropriate renewal increases.

The District must be notified within 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 District 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 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 District require that 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.

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 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.

8.15 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. The Contract shall be subject to the approval of the Board of Education and the Commissioner of Education. A copy of such Contract is available for inspection at the District's Business 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.

The Contract shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be in a New York State Court of competent jurisdiction, sitting in the County of Erie, State of New York.

8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the 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 liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the District will suffer by reason of default on the part of the Contractor, 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 of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus \$100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.
- 8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the 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 District that do not meet the requirements stated in Section 8.8.2 of these specifications, the District shall deduct from the monthly payment the sum of \$100.00 per day for each vehicle operating in violation of the vehicle requirements.
- 8.16.4 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
- 8.16.5 The District considers the presence of the Terminal Manager, or his/her District approved

designee, at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet his oversight responsibility. If the Terminal Manager, or his/her approved designee, is not present during these time periods, the District shall have the right to deduct \$100.00 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 damage assessment shall not be imposed if the Terminal Manager or his/her designee has to leave the dispatching station for an accident or some other emergency.

- 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 for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the District reserves the right to deduct \$200.00 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 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 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 travel by his/her route, the location of the route's bus stops, helps to identify any need for any route modification(s), and helps 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, the 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 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 District reserves the right to deduct \$100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the damages 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 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 District.

- 8.16.10 The 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 shall be equipped with cellular or digital telephones or cellular two-way radios at

no additional cost to the District. There will be no payment to the Contractor for days when a vehicle is used without operating radios, and a \$200.00 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

If the Contractor fails to provide the portable two-way radio to the District prior to the first operating day of the transportation program or fails to replace the portable two-way radio and/or charger within three (3) business days; if the two-way radio should be removed for replacement, maintenance, or other type of service; the District reserves the right to deduct \$100.00 per day from the monthly billing for each day the transportation program is operating without a portable two-way radio for the District.

- 8.16.11 The District requires that at all buses have operable digital cameras. A \$250 per day per bus liquidated damage may be assessed for any bus that violates this mandate.
- 8.16.12 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a \$100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem.
- 8.16.13 Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs. The District shall provide the Contractor with advanced notice of all trips, and if the Contractor acknowledges acceptance of a trip, then the Contractor shall be expected and required to perform the trip.

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at the 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 District the missed/late trip damage stated below plus any expenses the students 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 missed/late trip damage will be carried forward from one year to the next to determine the District's right of termination. Damage deductions from monthly payment will be \$200.00 for each late/missed trips plus a pro-rata cost of the vehicle. The 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.

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 District to provide directions, the District shall collect damages equal to the one hour of drive time from the Contractor's monthly payment. This damage payment shall be in addition to any damages paid for being late to the Field and/or Sports Trip's destination 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 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 8.16.18 of these specifications. They shall be collected from the monthly payment to the Contractor for the month the violation occurred.

The 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 late or missed a trip that includes the current and previous years.

8.16.14 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes without prior District approval. If such unauthorized changes are made, the District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.

8.16.15 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 District expects the Contractor to maintain a DOT passing rate of at least 90% (OOS of no more than 10%) 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 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 District does not eliminate the mandate. If the DOT inspection rate does not achieve the 90% passing rate level, the District reserves the right to require the following actions and damages:

8.16.15.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the District an action plan to achieve the 90% plus level by the end of the current inspection reporting period for school buses in service to the District. This action plan will be reviewed with District personnel or its representative(s) and must be approved by the 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 District of a copy of the form MC300 for each DOT inspection made of school buses in service to the District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The 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 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 90% plus level during the next reporting period, the District reserves the right to assess damages of \$250 from the monthly payment to the Contractor for each vehicle dedicated to the District reported as failing under the "A" or "B" inspection criteria.

8.16.15.2 If the average DOT passing rate is between 85.0% and 87.4% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the District an action plan to achieve the 90% 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 District. This action plan will be reviewed with District personnel or its representative(s) and must be approved by the 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 District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The 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 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 90% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the District reserves the right to assess damages of \$400 from the monthly payment to the Contract for each vehicle dedicated to the District reported as failing under the "A" or "B" inspection criteria.

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

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

8.16.15.4 If the DOT passing rate is 84.9% or less at the terminal from which the fleet operating this Contract is located, the District reserves the right to assess a damage of \$750 from the monthly payment to the Contractor for each vehicle dedicated to the 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.

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

8.16.16 Buses are required to carry proper identification signs, pursuant to these specifications. This identification is essential for the District staff and pupils to identify the buses. Buses displaying no identification, multiple identifications, or wrong identification, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the District reserves the right to levy a cost of \$100 per day as liquidated damages for each bus route operating in violation of these requirements.

8.16.17 If the Contractor fails to meet any of the requirements stated in these specifications that is

not previously addressed in this Section 8.16, the Contractor shall be liable to a deduction of \$300 per day per failure from the monthly payment for each such occurrence.

8.16.18 The 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 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

The District shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract as evidenced by non-performance damages pursuant to this Contract, which equal or exceed \$15,000.00 in any Contract year. It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous non-exercise or waiver.

8.17 ALTERNATES

The District has determined certain option(s) that they would like to consider in reviewing the bid submitted by the Contractor. These options or alternates to the bid will be reviewed and their acceptance or rejection by each District will be solely at the discretion of the individual District. It is important to note that if the Contractor fails to submit a response to the Alternates requested, the Districts may reject the Contractor's Bid.

8.17.1 Performance Bond

Pursuant to the requirements detailed in Section 8.4, the District is requesting the annual cost for providing a 100% Performance Bond for each operating contract. The annual cost for the Bond must be entered on the Forms of Bid in the space provided. Although the District prefers that the Contractor submit an annual cost for the bond as a fixed dollar amount, the District will accept a percentage of the calculated cost of the Contract. Should a percentage be submitted by the Contractor, the District will determine the annual cost based on the calculated bid amounts consistent with the calculation process described in the specifications for bid evaluations and bonding purposes. The District will determine whether or not to require a Bond based upon a number of factors and variables as described herein. All bids must include the required Bond documentation, and an annual price, to be considered for award.

APPENDIX A PROGRAM DESCRIPTION

The Cleveland Hill School District is a small district located in the suburban community of the Town of Cheektowaga, a first ring suburb of Buffalo, New York. The western border of the district is the City of Buffalo. Nearly all the property in the district is residential with very little commercial and no industrial property.

Cleveland Hill is a single campus district educating 1,285 students with one elementary, one middle and one high school located on a 28-acre site in the center of the district.

Cleveland Hill Elementary school houses Universal Pre-Kindergarten to fifth grade. The Middle School houses grades six through eight, and the High School grades nine through twelve.

The transportation program operates on a two-tier busing system and currently the District contracts with Student Transportation of America and Student Transport Inc., dba WNY Bus for its transportation services.

Given the current circumstances with the Covid-19 Pandemic during the 2020-21 School Year, the District will make the 2019-2020 School Year Bus Routes available to prospective Contractors during the Pre-Bid Meeting.

The District will require

Out-Of-District Transportation Details

The Cleveland Hill Union Free School District currently services approximately 34 private and parochial schools and transports approximately 85 students to those facilities.

Additionally, the District currently services approximately 29 Special Education and Charter School locations and transports approximately 63 students to those facilities.

The charts on the two following pages list those locations and addresses as well as other important information relevant to the transportation requirements of the District.



Transportation Program Out-of-School District Transportation Information

| | | | |
|---------------------------------------|----------------------------|-----------------------|--|
| Name of School District: | CLEVELAND HILL UFSD | Date: | 02/12/2021 |
| Name of Person Completing This Form: | Jean Trinkle | Phone (xxx) xxx-xxxx: | 716-832-4379 |
| Title of Person Completing This Form: | Operation Manager | Email: | jtrinkle@ridesta.com |

| School Name of Out-of-District Location | Street Address of Out-of-District Location | City | OOD Location AM & PM Bell Times | Days of the Week Trans Provided M,T,W,TH,F,SA,SU,M-F | No. of Students Transported | | | | | Type of Vehicle Used | | | Comments (i.e. name of districts sharing runs) | |
|---|--|---------------|------------------------------------|---|-----------------------------|----------|---------------------|-------------------|-----------|----------------------|----------------|-----|--|-----|
| | | | | | Charter | Homeless | Private / Parochial | Special Education | Whole Bus | 1:1 | Bus (Capacity) | Van | | W/C |
| AL-RASHEED ACADEMY | 109 RIDGE RD | LACKAWANNA | 8 AM- 3 P | M-F | | | 1 | | | | 1 | | | |
| BISHOP TIMON | 601 MCKINLEY PKWY | BUFFALO | 8A-200 P | M-F | | | 1 | | | | | 1 | | |
| BUFFALO ACADEMY OF SCIENCE | 89 CLARE ST | BUFFALO | 730 A-3:3 | M-F | | | 1 | | | | 1 | | | |
| BUFFALO ACADEMY OF SCIENCE | POPULAR | BUFFALO | 730A-330 | M-F | | | 1 | | | | 1 | | | |
| BUFFALO UNITED CHARTER | 325 MANHATTAN AVE | BUFFALO | 7A-245 P | M-F | | | 2 | | | | 1 | | | |
| CANISUIS HIGH SCHOOL | 1180 DELAWARE AVE | BUFFALO | 8 AM- 3 P | M-F | | | 3 | | | | 1 | | | |
| CARDINAL O HARA | 39 O'HARA RD | TONAWANDA | 715A-225P | M-F | | | 2 | | | | 1 | | | |
| CHARTER APPLIED TECH ELE | 2303 KENMORE AVE | BUFFALO | 8 AM- 3 P | M-F | | | 4 | | | | 1 | | | |
| CHARTER APPLIED TECH | 2245 KENMORE AVE | BUFFALO | 730A-300 | M-F | | | 1 | | | | 1 | | | |
| CHARTER APPLIED TECH | 24 SHOESHONE DR | BUFFALO | 800-A-300P | M-F | | | 2 | | | | 1 | | | |
| CHESTERTON ACADEMY | 5331 GENESEE ST | BUFFALO | 8A-300 P | M-F | | | 2 | | | | 1 | | | |
| CHRIST THE KING | 2 LAMARCK DR | SNYDER | 730A-200P | M-F | | | 6 | | | | 1 | | | |
| CHRISTIAN CENTRAL ACADEMY | 39 ACADEMY ST | BUFFALO | 730- 300 P | M-F | | | 1 | | | | 1 | | | |
| ENTERPRISE ACADEMY | 275 OAK ST | BUFFALO | 8:30-3:30 | M-F | | | 4 | | | | 1 | | | |
| GLOBAL CONCEPTS | RIDGE ROAD | LACKAWANNA | 800-330 | M-F | | | 1 | | | | 1 | | | |
| MT.ST MARYS HS | 3756 DELAWARE AVE | KENMORE | 730-230 | M-F | | | 1 | | | | 1 | | | |
| OUR LADY OF BLESSED SACRE. | 20 FRENCH RD | DEPEW | 700-200 | M-F | | | 3 | | | | 1 | | | |
| NICHOLS | 1250 AMHERST ST | BUFFALO | 730-300 | M-F | | | 1 | | | | 1 | | | |
| PARK SCHOOL | 4625 HARLEM RD | SNYDER | 730-300 | M-F | | | 1 | | | | 1 | | | |
| REACH ACADEMY | 115 ASH ST | BUFFALO | 900-400 | M-F | | | 2 | | | | 1 | | | |
| SACRED HEART | 3860 MAIN ST | BUFFALO | 730 245 P | M-F | | | 4 | | | | 1 | | | |
| SOUTH BUFFALO CHARTER | 154 S. OGDEN ST | BUFFALO | 730-300 | M-F | | | 2 | | | | 1 | | | |
| ST ANDREW | 1545 SHERIDAN DR | BUFFALO | 730-215 | M-F | | | 2 | | | | 1 | | | |
| ST BENEDICT | 3980 MAIN ST | BUFFALO | 800-300 | M-F | | | 4 | | | | 1 | | | |
| ST GREGORY | 250 ST GREGORY CT | BUFFALO | 730-200 | M-F | | | 2 | | | | 1 | | | |
| ST JOSEPH COLLEGIATE | 845 KENMORE AVE | KENMORE | 730-200 | M-F | | | 6 | | | | 1 | | | |
| ST JOSEPH ELEMENTARY | 3275 MAIN ST | BUFFALO | 800-300 | M-F | | | 4 | | | | 1 | | | |
| ST MARY'S HS | 142 LAVERACK | LANCASTER | 730-200 | M-F | | | 2 | | | | 1 | | | |
| ST PETER AND PAUL | 5480 MAIN ST | WILLIAMSVILLE | 730-200 | M-F | | | 11 | | | | 1 | | | |
| TAPESTRY | 65 GREAT ARROW DR | BUFFALO | 800-300 | M-F | | | 3 | | | | 1 | | | |
| UNIVERSAL | 1957 GENESEE ST | BUFFALO | 800-315 | M-F | | | 1 | | | | 1 | | | |
| WEST BUFFALO CHARTER | 113 LAFAYETTE | BUFFALO | 800-330 | M-F | | | 1 | | | | 1 | | | |
| WESTERN NY MARITIME | 2216 SOUTH PARK AVE | BUFFALO | 730-330 | M-F | | | 1 | | | | 1 | | | |
| WESTERN NY MARITIME | 102 BUFFUM ST | BUFFALO | 730-330 | M-F | | | 2 | | | | 1 | | | |



Transportation Program Out-of-School District Transportation Information

| | | | |
|---------------------------------------|----------------------------|--------------------|--|
| Name of School District: | CLEVELAND HILL UFSD | Date | |
| Name of Person Completing This Form: | | Phone (xxx) xxx-x: | |
| Title of Person Completing This Form: | | Email: | |

| School Name of Out-of-District Location | Street Address of Out-of-District Location | City | Zone | OOD Location | AM & PM Bell Times | Days of the Week Trans Provided M,T,W,TH,F,SA,SU,M-F | No. of Students Transported | | | | No. of Attendants | | Type of Vehicle Used | | | Comments | |
|---|--|-------------|------|--------------|--------------------|---|-----------------------------|----------|---------------------|-------------------|-------------------|-----|----------------------|-----|-----|----------|---------|
| | | | | | | | Charter | Homeless | Private / Parochial | Special Education | Whole Bus | 1:1 | Bus (Capacity) | Van | W/C | | |
| ASPIRE | 4635 Union Rd | Cheektowaga | 1 | | 8:30 & 2:30 | M,T,TH,F | | | | 6 | 2 | | | 1 | | | 2 BUSES |
| Autism Services | 30 Hazelwood Dr | Amherst | 1 | | 8:30 & 2:30 | M,T,TH,F | | | | 2 | 1 | | | 1 | | | |
| BOCES - WEST SENECA WEST ELEMENTAR | 1397 ORCHARD PARK RD #1 | West Seneca | 1 | | 8:35 & 3:00 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| BOCES- MARYVALE MIDDLE SCHOOL | 1050 MARYVALE DR | Cheektowaga | 1 | | 7:35 & 2:00 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| BOCES- MARYVALE PRIMARY | 1 NAGEL DRIVE | Cheektowaga | 1 | | 9:15 & 3:15 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| BOCES-Maryvale High School | 1050 MARYVALE DR | CHEEKTOWAGA | 1 | | 7:30 & 2:10 | M,T,TH,F | | | | 8 | 2 | | | 2 | | | 2 BUSES |
| Cantalician Center | 2049 George Urban Blvd | Depew | 1 | | 8:00 & 2:00 | M,T,TH,F | | | | 3 | 2 | | | 1 | | | |
| Harkness | 99 Aero Dr | Cheektowaga | 1 | | 7:45 & 10:00 | M,TH | 1 | | | | 1 | | | 1 | | | |
| Harkness | 99 Aero Dr | Cheektowaga | 1 | | 10:00 & 12:15 | M,TH | 1 | | | | | | | 1 | | | |
| Harkness | 99 Aero Dr | Cheektowaga | 1 | | 12:30 & 2:45 | T,TH | 1 | | | | | | | 1 | | | |
| POTTER RD BOCES- E1B LEARNING CENTE | 675 POTTERS RD | West Seneca | 1 | | 7:30 & 2:20 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| Reinstein Memorial Library | 2580 Harlem Rd | Cheektowaga | 1 | | 9:50 & 12:30 | M,W,F | 1 | | | | 1 | | | | 1 | | |
| Summit | 165 CREEKSIDE DR | Amherst | 1 | | 9:00 & 2:45 | M,T,TH,F | | | | 2 | 1 | | | | | 1 | |
| Summit | 150 STAHL RD | GETZVILLE | 1 | | 9:00 & 2:45 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| WNY CPC | 575 ALBERTA DR | Amherst | 1 | | 8:05 & 2:05 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| ARC of Erie County | 777 MARYVALE DR | Buffalo | 2 | | 9:00 & 2:20 | M,T,W,TH,F | | | | 2 | 1 | | | 1 | | | 1 |
| Ben Franklin Middle School | 540 Parkhurst Blvd | Buffalo | 2 | | 7:45 & 2:55 | M,T,W,TH,F | | | | 1 | | | | 1 | | | |
| BOCES- WILLOWRIDGE | 480 WILLOW RIDGE DR | Buffalo | 2 | | 8:20 & 2:15 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| ST MARYS SCHOOL FOR THE DEAF ELEM | 2253 MAIN ST. | Buffalo | 2 | | 8:00 & 2:30 | M,T,W,TH,F | 1 | | | | | | | | | 1 | |
| St.Mary's SFTD HS | 2253 MAIN ST. | Buffalo | 2 | | 8:00 & 3:00 | M,T,W,TH,F | 1 | | | 1 | 1 | | | | | | 1 |
| Stanley G Falk | 1 CAMBRIDGE ST | Buffalo | 2 | | 8:00 & 2:00 | M,T,W,TH,F | 1 | | | 1 | 1 | | | 1 | | | |
| Stanley G Falk | 283 WASHINGTON AVE | Buffalo | 2 | | 8:00 & 2:00 | M,T,W,TH,F | 1 | | | | | | | 1 | | | |
| Stanley G Falk | 31 ROSSLER AVE | Buffalo | 2 | | 8:00 & 2:00 | M,T,W,TH,F | 4 | | | 2 | 1 | | | 2 | | | 2 BUSES |
| Baker Academy | 650 Ridge Rd | Lackawanna | 3 | | 8:30 & 2:30 | M,T,TH,F | | | | 1 | 1 | | | 1 | | | |
| Baker Victory | 777 RIDGE RD | Lackawanna | 3 | | 8:30 & 2:30 | M,T,TH,F | 3 | | | | 1 | | | 1 | | | |
| BOCES - TONAWANDA MIDDLE | 600 FLETCHER ST | Tonawanda | 3 | | 7:50 & 2:35 | M,T,TH,F | | | | 2 | 1 | | | 1 | | | |
| BOCES- NORTHTOWN ACADEMY | 333 DEXTER Terr | Tonawanda | 3 | | 8:00 & 2:15 | M,T,TH,F | | | | 8 | 2 | | | 1 | | | 1 |
| Kenmore West High School | 350 FRIES RD | Tonawanda | 3 | | 7:45 & 2:10 | M,T,W,TH,F | 1 | | | | | | | 1 | | | 2 BUSES |
| HENRIETTA G. LEWIS SCHOOL | 6395 OLD NIAGARA RD | Lockport | 6 | | 8:10 & 2:15 | M,W,F | 1 | | | | | | | | | 1 | |

**APPENDIX “B”
FLEET LIST**

Pursuant to Specifications 8.8.2., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of the Contract.

Bidder’s Name: _____

District(s) to be assigned these vehicles: _____

Authorized Signature: _____

| Make/Model | Year | Seating Capacity | Fuel Type |
|------------|------|------------------|-----------|
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Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Bidder, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

APPENDIX "C"
DISTRICT TRANSPORTATION REPORT

MONTHLY ACTIVITY REPORT
 MONTH: _____, 20____

| |
|---------------|
| SAMPLE |
|---------------|

| | | | |
|---|----------------------|---------------------|------|
| # FULL OPERATING DAYS - YEAR-TO-DATE: | | | days |
| # FULL OPERATING DAYS REMAINING IN YEAR: | | | days |
| HOME-TO-SCHOOL MILEAGE | | | |
| | CURRENT MONTH | YEAR-TO-DATE | |
| Regular Runs | | | |
| Special Runs | | | |
| Late Runs | | | |
| Other: | | | |
| TOTALS: | | | |

SAFETY AND TRAINING ACTIVITY:

ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)

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FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.

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| |

Date Prepared: ____ / ____ / ____

Prepared by: _____

Title: _____

Appendix D

Transportation Policies

District Transportation Policies are available on the District's website at the following web address:

<https://go.boarddocs.com/ny/clevehill/Board.nsf/Public>

CLEVELAND HILL UNION FREE SCHOOL DISTRICT
THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH BID = = = =

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY CLEVELAND HILL UNION FREE SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE CLEVELAND HILL UNION FREE 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 OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT 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;
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

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; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE CLEVELAND HILL UNION FREE SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 20__

(NOTARY PUBLIC)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.2. of the Cleveland Hill Union Free School District Request for Bid, dated April 29, 2021, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District’s request.
- b. 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: _____

- c. 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: _____

- d. 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 8.14.1. YES NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

**STUDENT TRANSPORTATION SERVICES
FORM OF BID
April 29, 2021**

CLEVELAND HILL UNION FREE SCHOOL DISTRICT
105 MAPLEVIEW ROAD
CHEEKTOWAGA, NY 14225

| |
|---------------------------------------|
| CONTRACT #1 HOME-TO-SCHOOL |
|---------------------------------------|

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE DISTRICT, AS SPECIFIED:

1. The 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. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. 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.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|-------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.
6. 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 by the 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 each District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

**STUDENT TRANSPORTATION SERVICES
FORM OF BID
April 29, 2021**

CLEVELAND HILL UNION FREE SCHOOL DISTRICT
105 MAPLEVIEW ROAD
CHEEKTOWAGA, NY 14225

| |
|---|
| CONTRACT #2 SPECIAL NEEDS & HOMELESS – SCHOOL YEAR |
|---|

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE DISTRICT, AS SPECIFIED:

1. The 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. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. 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.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|-------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.
6. 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 by the 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 each District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

**STUDENT TRANSPORTATION SERVICES
FORM OF BID
April 29, 2021**

CLEVELAND HILL UNION FREE SCHOOL DISTRICT
105 MAPLEVIEW ROAD
CHEEKTOWAGA, NY 14225

| |
|---|
| CONTRACT #3 FIELD AND SPORTS TRIPS |
|---|

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE DISTRICT, AS SPECIFIED:

1. The 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. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. 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.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|-------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.
6. 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 by the 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 each District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

**STUDENT TRANSPORTATION SERVICES
FORM OF BID
April 29, 2021**

CLEVELAND HILL UNION FREE SCHOOL DISTRICT
105 MAPLEVIEW ROAD
CHEEKTOWAGA, NY 14225

| |
|---|
| CONTRACT #4 SUMMER - SPECIAL NEEDS |
|---|

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE DISTRICT, AS SPECIFIED:

1. The 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. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. 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.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|-------|---------|----------------|-----------|
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ |

(attach additional sheets, if necessary)

5. Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.
6. 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 by the 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 each District has the sole discretion to determine the best Bid to meet the needs of the District.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

(NON-COLLUSIVE BID CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: April 29, 2021

I. GENERAL BID CERTIFICATION

The Bidder certifies that he or she 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 that:

a. 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 and 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 therefor. 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 District 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 proposed, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

Any Bid shall be deemed to have been authorized by the board of directors of 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 _____

Company _____

Title _____

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: _____

PRICING PAGE – Home-To-School – Contract #1
CLEVELAND HILL UNION FREE SCHOOL DISTRICT TRANSPORTATION BID

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of April 29, 2021

Bidder Name: _____

| HOME-TO-SCHOOL – SCHOOL YEAR - CONTRACT #1 | | | | | |
|---|------------------|------------------|------------------|------------------|------------------|
| Rate per Day per Vehicle | | | | | |
| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
| 71/72 Passenger Bus - AM & PM | | | | | |
| 3 Hours per Day | | | | | |
| 4 Hours per Day | | | | | |
| 5 Hours per Day | | | | | |
| Excess Rate per Hour | | | | | |
| 65/66 Passenger Bus - AM & PM | | | | | |
| 3 Hours per Day | | | | | |
| 4 Hours per Day | | | | | |
| 5 Hours per Day | | | | | |
| Excess Rate per Hour | | | | | |
| HOME-TO-SCHOOL – SUMMER 2021 ONLY - CONTRACT #1 | | | | | |
| Rate per Day per Vehicle | | | | | |
| 3 Hours per Day | | | | | |
| 4 Hours per Day | | | | | |
| 5 Hours per Day | | | | | |
| Excess Rate per Hour | | | | | |
| Bus Monitor/Attendant | | | | | |
| Rate Per Hour | | | | | |
| Nurse | | | | | |
| Rate Per Hour | | | | | |
| PERFORMANCE BOND | | | | | |
| Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1. | | | | | |
| Charge can be either a fixed amount per year, or a percentage (%) of the annual contract. | | | | | |
| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
| Annual fixed charge | | | | | |
| % of Annual Contract | | | | | |

Is the Bidder willing to accept the award of Contract #1:

| | | | | |
|-----------------------------------|-------------|-----|------------|-----|
| Without the award of Contract #2? | Yes: | () | No: | () |
| Without the award of Contract #3? | Yes: | () | No: | () |
| Without the award of Contract #4? | Yes: | () | No: | () |

Submitted by:

Company: _____
 Name: _____

Title:



Signature:



Date:



PRICING PAGE – Special Needs & Homeless – Contract #2
CLEVELAND HILL UNION FREE SCHOOL DISTRICT TRANSPORTATION BID

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of April 29, 2021

Bidder Name:

| SCHOOL YEAR SPECIAL NEEDS & HOMELESS - CONTRACT #2 | | | | | |
|---|-----------|-----------|-----------|-----------|-----------|
| PRICE PER STUDENT PER DAY | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
| AMBULATORY | | | | | |
| ZONE 1 | | | | | |
| ZONE 2 | | | | | |
| ZONE 3 | | | | | |
| ZONE 4 | | | | | |
| ZONE 5 | | | | | |
| ZONE 6 | | | | | |
| NON-ZONE LOCATION - RATE PER MILE PER STUDENT | | | | | |
| NON-AMBULATORY | | | | | |
| ZONE 1 | | | | | |
| ZONE 2 | | | | | |
| ZONE 3 | | | | | |
| ZONE 4 | | | | | |
| ZONE 5 | | | | | |
| ZONE 6 | | | | | |
| NON-ZONE LOCATION - RATE PER MILE PER STUDENT | | | | | |
| Rate Per Hour - 1:1 Attendant | | | | | |
| Rate Per Hour - Nurse | | | | | |

MULTIPLE STUDENT DISCOUNT

Enter % discount if more than one student from the District is placed on the same vehicle.

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|-------------------------------|-----------|-----------|-----------|-----------|-----------|
| 2-3 Students per Vehicle - %: | | | | | |
| 4-6 Students per Vehicle - %: | | | | | |
| 7 or more per Vehicle - %: | | | | | |

PERFORMANCE BOND

Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Annual fixed charge | | | | | |
| % of Annual Contract | | | | | |

Is the Bidder willing to accept the award of Contract #2:
 Without the award of Contract #1?

Yes: ()

No: ()

Without the award of Contract #3?
Without the award of Contract #4?

Yes: ()
Yes: ()

No: ()
No: ()

Submitted by:

Company:

Name:

Title:

Signature:

Date:

[Redacted signature area]

PRICING PAGES – Field and Sports Trips – Contract #3

CLEVELAND HILL UNION FREE SCHOOL DISTRICT TRANSPORTATION BID

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of April 29, 2021

Bidder Name:

FIELD AND SPORTS TRIPS - CONTRACT #3

**FIELD & SPORTS - IN-DISTRICT
COST PER HOUR - 1 HR MINIMUM IN-DISTRICT**

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|--|-----------|-----------|-----------|-----------|-----------|
|--|-----------|-----------|-----------|-----------|-----------|

71/72 Passenger Bus

| | | | | | |
|-----------------------|--|--|--|--|--|
| Driving Rate per Hour | | | | | |
| Waiting Rate per Hour | | | | | |

35 Passenger Bus

| | | | | | |
|-------------------------------|--|--|--|--|--|
| Driving Rate per Hour | | | | | |
| Waiting Rate per Hour | | | | | |
| | | | | | |
| Bus Attendant per Hour | | | | | |

**FIELD & SPORTS - OUT-OF-DISTRICT
COST PER HOUR - 2 HR MINIMUM OUT OF DISTRICT**

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|--|-----------|-----------|-----------|-----------|-----------|
|--|-----------|-----------|-----------|-----------|-----------|

71/72 Passenger Bus

| | | | | | |
|-----------------------------|--|--|--|--|--|
| Driving Rate per Hour | | | | | |
| Waiting Rate per Hour | | | | | |
| Cost Per Mile over 50 Miles | | | | | |

35 Passenger Bus

| | | | | | |
|-----------------------------|--|--|--|--|--|
| Driving Rate per Hour | | | | | |
| Waiting Rate per Hour | | | | | |
| Cost Per Mile over 50 Miles | | | | | |

| | | | | | |
|-------------------------------|--|--|--|--|--|
| Bus Attendant per Hour | | | | | |
|-------------------------------|--|--|--|--|--|

PERFORMANCE BOND

Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

| | 2021-2022 | 2022-2023 | 2023-2024 | 2024-2025 | 2025-2026 |
|----------------------|-----------|-----------|-----------|-----------|-----------|
| Annual fixed charge | | | | | |
| % of Annual Contract | | | | | |

Is the Bidder willing to accept the award of Contract #3:

Without the award of Contract #1?

Yes: ()

No: ()

Without the award of Contract #2?

Yes: ()

No: ()

Without the award of Contract #4?

Yes: ()

No: ()

Submitted by:

Company:

Name:

Title:

Signature:

Date:

PRICING PAGES – Summer Special Needs – Contract #4

CLEVELAND HILL UNION FREE SCHOOL DISTRICT TRANSPORTATION BID

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of April 29, 2021

Bidder Name: _____

| SUMMER SPECIAL NEEDS - CONTRACT #4 | | | | | |
|--|-------------|-------------|-------------|-------------|-------------|
| PRICE PER STUDENT PER DAY | 2021 | 2022 | 2023 | 2024 | 2025 |
| AMBULATORY | | | | | |
| ZONE 1 | | | | | |
| ZONE 2 | | | | | |
| ZONE 3 | | | | | |
| ZONE 4 | | | | | |
| ZONE 5 | | | | | |
| ZONE 6 | | | | | |
| NON-ZONE LOCATION - RATE PER MILE PER STUDENT | | | | | |
| NON-AMBULATORY | | | | | |
| ZONE 1 | | | | | |
| ZONE 2 | | | | | |
| ZONE 3 | | | | | |
| ZONE 4 | | | | | |
| ZONE 5 | | | | | |
| ZONE 6 | | | | | |
| NON-ZONE LOCATION - RATE PER MILE PER STUDENT | | | | | |
| Rate Per Hour - 1:1 Attendant | | | | | |
| Rate Per Hour - Nurse | | | | | |

MULTIPLE STUDENT DISCOUNT

Enter % discount if more than one student from the District is placed on the same vehicle.

| | 2021 | 2022 | 2023 | 2024 | 2025 |
|-------------------------------|-------------|-------------|-------------|-------------|-------------|
| 2-3 Students per Vehicle - %: | | | | | |
| 4-6 Students per Vehicle - %: | | | | | |
| 7 or more per Vehicle - %: | | | | | |

PERFORMANCE BOND

Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

| | 2021 | 2022 | 2023 | 2024 | 2025 |
|----------------------|-------------|-------------|-------------|-------------|-------------|
| Annual fixed charge | | | | | |
| % of Annual Contract | | | | | |

Is the Bidder willing to accept the award of Contract #4:

Without the award of Contract #1?
Without the award of Contract #2?
Without the award of Contract #3?

Yes: ()
Yes: ()
Yes: ()

No: ()
No: ()
No: ()

Submitted by:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Cleveland Hill Union Free School District
105 Mapleview Road
Cheektowaga, NY 14225

CONTRACT: HOME-TO-SCHOOL; SPECIAL NEEDS/HOMELESS; EXTRA-CURRICULAR; SUMMER
BID DATE: April 29, 2021

NON-BIDDER'S RESPONSE

The 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 address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- 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/Bid list for:

- All bids/Bids
- This particular service
- Remainder of this year
- Other: _____

Officer of Company (Signature)

Date

Title

Company Name

Telephone

Address

Fax Number

Address

Email address