

TUXEDO UNION FREE SCHOOL DISTRICT

**SPECIFICATIONS AND BID FORM
FOR
STUDENT TRANSPORTATION**

Bids to be opened:

AT: 10:30 a.m.
DATE: December 15, 2020
PLACE: Business Office
Tuxedo Union Free School District
1 Tornado Drive
Tuxedo Park, New York 10987

Bidder Information

Company Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone (_____) _____

Fax (_____) _____

E-Mail: _____

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

Corporate Seal

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

Signature of same individual stipulated directly above:

Date: _____

NOTICE TO BIDDERS

The Board of Education of the Tuxedo Union Free School District, Tuxedo Park, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services to the Tuxedo Union Free School District for a four-and-a-half year (January 1, 2021 to June 30, 2025) period.

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first full year (July 1, 2021 to June 30, 2022) of the four-and-a-half-year contracted transportation program may be awarded by the Tuxedo Union Free School District as a one-year Contract at a price increase above that paid for the six-month term of January 1, 2021 to June 30, 2021 to be negotiated but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved by the State Education Department, unless regulations relative to Contract renewals are modified during the term of the Contract.

Effective December 4, 2020, Bid Specifications, Conditions, and forms for Bid submissions are available on the School District's website at www.tuxedoschooldistrict.org.

A pre-Bid meeting will be held on December 8, 2020 at 10:30 am via Webex video conferencing. Bidders and others who wish to attend the video conference pre-Bid Meeting must pre-register no later than two (2) days prior to the meeting. Prospective registrants must contact the School District's Transportation Consultant, Louis J. Boffardi, at lboffardi@transportationconsultants.com to register. Provide your name, the name of your company, and your email address. A Webex link will be provided that will enable you to view and participate in the meeting.

Bids will be received until 10:30 a.m. on December 15, 2020, by Kevin Ziemba, School Business Official, at the Tuxedo Union Free School District Business Office located at 1 Tornado Drive, Tuxedo Park, New York, at which time all Bids will be opened and read aloud via Webex video conferencing. Bids will not be accepted that are sent by facsimile or by electronic mail.

To view the Bid opening via Webex, Bidders and others must pre-register with the School District's Transportation Consultant, Louis J. Boffardi of Transportation Advisory Services, at lboffardi@transportationconsultants.com no later than two (2) days prior to the Bid opening in order to receive a Webex link. Provide your name, the name of your company, and your email address. A Webex link will be provided that will enable you to view the Bid opening.

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

Bids will remain firm for a period of 45 days following the date of the opening, and they shall thereafter remain firm unless the Bidder provides written notice to the Tuxedo Union Free School District Business Office that the Bid has been withdrawn.

In addition to cost, the Tuxedo Union Free School District reserves the right to consider experience, service, and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective Bidder, the determination of the lowest responsible Bidder, and awarding the Contracts. The Board of Education reserves the right to reject any or all Bids.

Three separate and independent Bids shall be submitted for operating programs: one for regular daily Home-to-School transportation services, one for Summer School transportation services, and one for Field and Sports Trips. The Tuxedo Union Free School District may elect to award one or all of the contracts to one or more Bidders, but it reserves the right to reject any or all Bids.

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

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

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

A second alternate to the Bid is a question as to the willingness of the Bidder to allow four existing School District employees whose present position includes four hours of school bus driving (two hours in the morning and two hours in the afternoon) to drive a school bus provided by the Successful Bidder to transport the School District students to/from the School District's designated schools. All wages including payroll taxes and benefits for these four existing drivers for the four hours of school bus driving time, for the hours of the required refresher course(s), any hours and/or materials for required/additional training, and any hours or payments for required testing or other compliance with State/Contractor requirements will be paid by the School District.

In this second alternate, the School District is requesting a daily rate per vehicle with the driver provided by the School District and an hourly live hour rate for a substitute driver if the School District provided driver is absent or otherwise unable to drive the Contractor provided school bus.

Kristine DiFrancesco

Kristine DiFrancesco, District Clerk
Tuxedo Union Free School District

INSTRUCTIONS TO BIDDERS

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

**Board of Education
Tuxedo Union Free School District
1 Tornado Drive
Tuxedo Park, New York 10987
Att.: Kevin Ziemba, School Business Official**

Transportation Bid – December 15, 2020 - 10:30 a.m.

5. Bids will remain firm for a period of 45 days following the date of the opening, and they shall thereafter remain firm unless the Bidder provides written notice to the Tuxedo 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 the Tuxedo Union Free School District for ten percent (10%) of the first year calculated gross annual contract amount for each operating Bid submitted. The surety company issuing the Bid Bond must be licensed in the State of New York and rated at least as a “Secure” carrier (Superior, Excellent, or Good) in the current edition of A.M. Best’s *Insurance Guide*.

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

The Tuxedo Union Free School District will not accept a cash deposit in lieu of a Performance Bond.

7. Prospective Bidders who have questions pertaining to these Specifications should contact the School District via electronic mail at kziemba@tuxedoufsd.org and/or by facsimile at (845) 351-3462 no later than five (5) days prior to the Bid opening. All known prospective Bidders of record will be informed of the questions(s) and the response(s).
8. Bids will be received until 10:30 a.m., on December 15, 2020 at the Tuxedo Union Free School District Business Office at 1 Tornado Drive, Tuxedo Park, New York, at which time all Bids will be opened. Due to the COVID-19 Crisis, Bidders and others can view the opening of the Bid submissions via Webex video conferencing. They must pre-register no later than two (2) days prior to the meeting. Prospective registrants must contact Louis J. Boffardi at Lboffardi@transportationconsultants.com. Provide your name, the name of your company, and your email address. A Webex link will be provided that will enable you to view the Bid opening.
9. Bidders are encouraged to check thoroughly all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder's responsibility to ensure that all requested information is supplied with the initial Bid, and that the Bid is received at the designated location by the date and time indicated. The Tuxedo Union Free School District will reject any late submissions, and the Tuxedo Union Free School District is not responsible for notifying the Bidder of any missing elements of the Bid.
10. If there is a delay in the opening of schools in 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 Orange County Executive or by laws and regulations of the New York State Education Department, the Tuxedo Union Free School District may provide negotiated amounts of payment for any verified fixed cost portion of the Home-to-School student transportation services Contract to any school bus Contractor who has received an award to provide these services under this RFP document or for any Home-to-School transportation services under any other Bid/RFP document issued by the School District or for the School District through a cooperative transportation arrangement with other school districts.

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

BIDDER'S CHECK LIST

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

1. Bid Bond or Certified Check
2. Information to assist in the determination of the qualifications of the Bidder:
 - 2.1 Copy of the Bidder's Department of Transportation Bus Inspection System Operator Profile for the terminal(s) at which maintenance functions will be performed for these Contracts for the Bidder's most recent State fiscal year (April 1, 2019 to March 31, 2020) copy and the two previous State fiscal years (April 1, 2018 to March 31, 2019 and April 1, 2017 to March 31, 2018).

If the Bidder does not presently have a facility from which it will operate this contract, then the Bidder must provide the **Bus Inspection System Profile** for the last three State fiscal years from a minimum of two facilities nearest the School District.

The School District reserves the right to request from the Bidder, or to access directly from the Department of Transportation, **Profiles** from other terminals of the Bidder in New York State and to use the information from this additional source to assess the Bidder's ability to meet the School District's requirements.

- 2.2 Information identifying any pending lawsuits and/or liens that would be material to these Contracts, as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be provided with the Bid.
- 2.3 A description must be provided of any bankruptcy filings by the Bidder and any of its affiliated companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder within the last seven (7) years.
- 2.4 Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.

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

The Bidder must provide the current A.M. Best rating of the surety company that will provide the Performance Bond if a Bond is requested by the School District.

- 2.5 Statement as to whether the Bidder or related entities, or principal(s) of the Bidder has had a Contract terminated by a school district, school, BOCES, or an agency prior to its expiration date.

Statement as to whether the Bidder or related entities or principal(s) of the Bidder has ever terminated or abandoned a Contract with any school district, school, BOCES, or agency prior to the Contract's expiration date.

- 2.6 Statement identifying any notification of default received by the Bidder, its affiliated companies, and/or related companies.

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

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

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

- 2.8 For Bidders not currently providing transportation services to the School District, at least three (3) references, from other New York State public school districts other than the Tuxedo Union Free School District, must be provided on the Form-of-Bid Information form.

- 2.9 The Bidder and any of its affiliated and/or related companies presently owned or managed in part or in totality by the Bidder and/or principals of the Bidder must submit a copy of its annual Department of Motor Vehicles **ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT** (Form DS-3.3 (3/18)) for the last three calendar years (2017, 2018, and 2019).

- 2.10 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 Tuxedo Union Free School District

3. Vehicle List (Appendix B of Specifications)

4. The Bidder agrees that upon entering into a contract or contracts for transportation services with the School District or as an Amendment to the contract, a recital that assures that student data privacy rights as required by the Family Rights and Privacy Act(FERPA) and Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education, as well Third Party Contractor

Addendum with Supplementary Information and the signing of the School District's Parents' Bill of Rights for Data Privacy (Appendix C of Specifications).

5. Hold Harmless Agreement
6. Financial Information Compliance Form signed
7. Form-of-Bid Information completed
8. Pricing Sheets for Bid submission completed
 - 8.1 Home-to-School District Transportation Services
 - 8.2 Summer School Transportation Services
 - 8.3 Field and Sports Trips
9. Non-Collusive Bid Certification signed
10. Acknowledgement by Bidder signed
11. All pages of Bid documents included and initialed
12. Iran Divestment Certification signed and notarized
13. Conflict of Interest Certification, signed and notarized
14. Sexual Harassment Policy and Training Certification, signed and notarized
15. Bidder not on US Government's SAM's Exclusion List Certification, signed and notarized
17. All Bid submissions properly signed where indicated
18. One (1) original and two (2) copies of each Bid submission and related materials

TUXEDO UNION FREE SCHOOL DISTRICT

1 Tornado Drive
Tuxedo Park, New York 10987

CONTRACTS: HOME-TO-SCHOOL, SUMMER SCHOOL, and FIELD and SPORTS TRIPS

BID DATE: December 15, 2020, 10:30 a.m.

NON-BIDDERS RESPONSE

The Tuxedo Union Free School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the above address by fax to (845) 351-3462. Failure to do this may result in your firm being removed from advance notice lists of potential Bids/Requests for Bids compiled by the Tuxedo Union Free School District.

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

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

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

_____	_____
Print Name of Officer of Company	Date
_____	_____
Signature of Officer of Company	Telephone Number
_____	_____
Title	Fax Number
_____	_____
Company Name	E-Mail Address
_____	_____
Street Address	

Post Office, State, ZIP	

Initial

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1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Tuxedo Union Free School District will bind Bidders and Successful Bidders to the conditions and requirements set forth in these General Conditions, and such Conditions shall form an integral part of each purchase Contract awarded by the Tuxedo Union Free School District.

DEFINITIONS

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

- "Bid" - an offer to furnish materials, services, supplies, and/or equipment in accordance with invitation to Bid, the General Conditions, and the Specifications.
- "Bidder" or "Contractor" - any individual, company, or corporation submitting a Bid, and is qualified consistent with the "Bidder Qualifications" section of this document.
- "Specification" - description of services to be performed by Bidder and Tuxedo Union Free 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 Tuxedo Union Free School District.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

2.1.1 The date and time of Bid opening is stated in the Notice to Bidders. *If the Tuxedo Union Free School District is officially closed on the date scheduled for Bid opening, the required submission time, and Bid opening, will be held at 10:30 a.m. on the next day that the Tuxedo Union Free School District is officially in session.*

If, due to weather or other emergency condition, the Tuxedo Union Free School District has a delayed opening, the opening of the Bids will be delayed by the same amount of time.

2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The Bid sheets must not be removed from the document. One (1) original and two (2) copies of each Bid, including any collateral materials, must be submitted to the School District. No other distribution of the Bid shall be made by the Bidder. All Bids must include, as a minimum, the required information as detailed in these documents.

2.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures. The Tuxedo Union Free School District reserves the right to interpret figures where clarity of submission requires said action.

2.1.4 Except where specifically noted otherwise, all requested alternates or options will have Bids submitted.

2.1.5 A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner.

No Bid will be considered which purports to qualify, limit, amend, or omit any requirement of the Bid documents. The Bid request document with any addendums represents the sole contract between the School District and the Contractor.

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

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

- 2.1.7 Each Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bids. Upon request of the Tuxedo Union Free School District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.
- 2.1.8 All information required in the Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a Bid is submitted, must be provided in order to constitute a conforming Bid.
- 2.1.9 No alteration, erasure, or addition will be made on the printed pages. Any deviations from the Conditions and Specifications will constitute sufficient grounds for rejection of a Bid.
- 2.1.10 Prices and information required, except for the signature of the Bidder, must be typewritten or hand printed in ink for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by the Bidder must be initialed. All signatures must be original, written in ink. All signatures and initials must be made by authorized company personnel only. Facsimile, printed, electronic or typewritten signatures are not acceptable.
- 2.1.11 No charge will be allowed for Federal, State, or Municipal sales and excise taxes since the Tuxedo Union Free School District is exempt from such taxes. Exemption certificates, if required, will be furnished on forms provided by the Bidder.

- 2.1.12 Bids received after the date and 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 Tuxedo Union Free School District. Whether sent by mail, delivery service or by means of personal delivery, the Bidder solely assumes responsibility for having their Bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID(S), TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, WHICH THE BOARD, IN ITS JUDGMENT, DEEMS TO BE IN THE BEST INTEREST OF THE TUXEDO UNION FREE SCHOOL DISTRICT .**
- 2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with Specifications.
- 2.1.14 All Bids must be submitted in a sealed plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Tuxedo Union Free School District, Att.: Kevin Ziemba, School Business Official, at the Business Office. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. Box 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, electronic, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Tuxedo Union Free School District and will not be returned.
- 2.1.15 Freedom of Information Law: The New York State Freedom of Information Law (FOIL), as set forth in Public Officers Law, Article 6, §§84-90, mandates public access to government records. However, Bids submitted in response to this Bid may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that information submitted in their Bids is protected from disclosure under the FOIL must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, **"THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE NYS FREEDOM OF INFORMATION LAW"**. The Tuxedo Union Free School District assumes no liability for disclosure of information so identified, provided that the Tuxedo Union Free School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

The information supplied by the Bidder will be utilized by the Bid Review Committee, its consultant(s) and advisors, and authorized Tuxedo Union Free School District representatives in the review of Bids, consistent with applicable regulations and laws.

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

2.2.1.1 The Bid has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for Bids, and

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

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

2.2.1.4 The Bidder has no interest with any member of the Board of Education of the Tuxedo Union Free School District, nor any officer, employee or salary is paid from the treasury of the Board of Education that would be a conflict of interest.

2.2.1.5 The Bidder has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees pursuant to Section 201-g of the Labor Law.

2.2.1.6 The Bidder is not on the Exclusion List maintained by the US Government's System for Award Management (SAM).

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, the public generally, and the ability of the Bidder to perform the transportation services required. The School District may make any investigation reasonably necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the School District with all such information for this purpose as the School District may request.

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

The School District shall be the sole interpreter of all information and will use such information to determine whether or not the Bidder is a responsible Bidder.

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

2.2.2.1 Department of Transportation Bus Inspection Information: The Bidder shall submit a copy 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 for the previous State fiscal years (April 1, 2017 to March 31, 2020). The **Profile** must include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.

If the Bidder does not presently have a facility from which it will operate this Contract, then the Bidder must provide the **Bus Inspection System Profile** for the last three State fiscal years from a minimum of two facilities nearest the School District.

Major functions are defined as those other than day-to-day running repairs generally based upon defects identified through the Driver Vehicle Inspection Report (DVIR). Major functions include preventive maintenance, engine and/or transmission repairs and overhauling, body repair, any rebuilding of the aforementioned items, and pre-DOT inspections by the Contractor. A qualified Class A (or ASE certified) Mechanic as opposed to a mechanic's assistant or helper ordinarily performs these maintenance services.

The School District reserves the right to reject as a responsible Bidder any Bidder whose *DOT Profile* passing rate (for the terminal to provide maintenance services or for the two terminals nearest the School District if the Bidder does not presently have a terminal from which it will operate the Contract) is 89.9% or less (Out-of-Service rate of 10.1% or higher). If the School District should decide to accept as responsible any Bid that falls below this qualifying threshold, the Bidder will be required to submit an action plan to demonstrate a methodology to achieve a 90% or above rate for the maintenance terminal during the first year of the Contract in addition to the requirements as detailed in Section 8.16.13 of the specifications. The acceptability of the terms of the action plan is solely at the discretion of the School District.

If the Bidder is submitting *DOT Profiles* for other locations than the one that will be servicing the Tuxedo Union Free School District, the average of the *DOT Profiles* submitted shall be utilized for the calculation of the Out-of-Service rate.

The School District reserves the right to request from the Bidder, or to access directly from the Department of Transportation, **Profiles** from other terminals of

the Bidder in New York State.

- 2.2.2.2 Information identifying any pending lawsuits and/or liens by the Bidder and any of its affiliated companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder 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 (including reorganization under Chapter 11 of the United States Bankruptcy Code) or assignments for the benefit of creditors under State law, by the Bidder and any of its affiliated companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder within the last seven (7) years. The Tuxedo Union Free School District reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the Bid.
- 2.2.2.4 A statement as to whether the Bidder and any of its affiliated and/or related companies presently or previously owned or managed in part or in totality by the Bidder and/or principals of the Bidder has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.
- 2.2.2.5 A statement identifying any Contract of the Bidder, its affiliated companies, and/or related companies, presently or previously owned or managed in part or in totality by the Bidder and/or principal(s) of the Bidder with a School District or other municipal or educational entity has ever been terminated or abandoned prior to the Contract's expiration date.
- 2.2.2.6 A statement identifying any notification of default ever received by the Bidder, its affiliated companies, and/or any related companies presently or previously owned or managed in part or in totality by the Bidder and/or principal(s) of the Bidder.
- 2.2.2.7. 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 Tuxedo Union Free School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide if 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.

The Bidder must to provide the current A.M. Best rating of the insurance carrier(s).

2.2.2.8 References: For Bidders not currently providing transportation services to the School District, at least three (3) references, other than the Tuxedo Union Free School District, must be provided on the Bid submission form(s). On the Form-of-Bid the references must be from School Districts, BOCES, agencies, and/or non-public schools that are at least comparable in size to the Tuxedo Union Free School District for whom student transportation services were provided within the last three school years.

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

2.2.2.9 The Bidder and any of its affiliated and/or related companies presently owned or managed in part or in totality by the Bidder and/or principals of the Bidder must submit a copy of its annual Department of Motor Vehicles **ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT** (Form DS-3.3 (3/18)) for the last three calendar years (2017, 2018, and 2019). If the Contractor has not previously operated in New York State, comparable accident data for the two geographically closest states to New York must be provided. (A copy of the report is available at: <http://www.dmv.ny.gov/forms/ds33.pdf>.)

The School District reserves the right to reject as a responsible Bidder any Bidder whose average of the number of accidents per ten thousand miles traveled for the three calendar years (2017, 2018, and 2019) as reported on each **ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT** is .26 or higher.

The School District reserves the right to request a copy of the Department of Motor Vehicles 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.

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

2.2.2.10 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 must be separate and independent of the cost for any enhancements or alternates to service that the Bidder is willing to make available.

2.2.2.11 Financial and Compliance Information: As Part of its determination of a responsible Bidder, the District reserves the right to request professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Principles (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent Certified Public Accountant (CPA). These statements must contain financial

information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

If requested, this financial information must be provided within 72 hours and can be provided in a sealed envelope.

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

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

2.2.2.12 Oral Presentation Information: As part of the evaluation of the Bid, the Tuxedo Union Free School District reserves the right to require the Bidder to make an oral presentation (in person or by virtual meeting platform at the Board's option) relative to the details that comprise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Pricing Sheets.

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

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

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

2.2.3 Total Cost of the Bid

2.2.3.1 On the forms provided within this Request for Bid, the Bidder must list its base costs for the required services and time period(s) requested, and as to each of the types of service described in Sections 2.2.3.2.1, 2.2.3.2.2, and 2.2.3.2.3 below.

2.2.3.2 Base Cost Forms:

2.2.3.2.1 Bid for HOME-TO-SCHOOL TRANSPORTATION, Pricing Sheet-1 for four-and-a-half-years (remainder of 2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025).

2.2.3.2.2 Bid for SUMMER SCHOOL PROGRAMS TRANSPORTATION, Pricing Sheet-2 for four years (2021, 2022, 2023, and 2024).

2.2.3.2.3 Bid for FIELD AND SPORTS TRIPS, Pricing Sheet-3 for four-and-a-half years (remainder of 2020-2021, 2021-2022, 2022-2023, 2023-2024, and 2024-2025).

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of this Request for Bids, including the Specifications, will be made to any Bidder orally. Every request for such interpretation must be made in writing, addressed to Kevin Ziembra, School Business Official, Tuxedo Union Free School District, 1 Tornado Drive, Tuxedo Park, New York 10987, or by fax to (845) 351-3462, or by e-mail to kziembra@tuxedoufsd.org no later than December 11, 2020.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Tuxedo Union Free School District in the form of addenda to the Specifications. All addenda so issued shall be emailed to all prospective Bidders of record and become a part of this Request for Bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under their submitter Bid. Any and all addenda must be submitted with the Bid by the Bidder.

3. AWARD

3.1 Award Period

The Tuxedo Union Free School District will endeavor to make an award as soon as practical after the date of the Bid opening, and all Bids shall remain firm during that time period. The School District further reserves the right to make awards following the initial forty-five (45) day period to any Bidder who has not provided written notice to the School District Business Official that its Bid has been withdrawn.

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

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

The Tuxedo Union Free School District is requesting Bids for a four-and-a-half-year Contract period (January 1, 2021-June 30, 2021; July 1, 2021-June 30, 2022; July 1, 2022-June 30, 2023; July 1, 2023-June 30, 2024; and July 1, 2024-June 30, 2025) for Home-to-School and Field and Sports Trips transportation services, and a four-year contract for Summer School transportation (2021, 2022, 2023, and 2024), all multi-year contracts contingent upon voter approval. **The Contract(s) may be extended for future school years in accordance with the applicable State law and regulations.**

Bidders will submit, on the Pricing Sheets, their prices for operating the transportation program of the Tuxedo Union Free School District for the four-and-a-half-year terms for each of the Contracts. The School District reserves the right to reject any Bid that is not completed as to any year or category.

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

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first full year (July 1, 2021 to June 30, 2022) of the four-and-a-half-year contracted transportation program may be awarded by the Tuxedo Union Free School District as a one-year Contract at a price increase above that paid for the six-month term of January 1, 2021 to June 30, 2021 to be negotiated but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved by the State Education Department, unless regulations relative to Contract renewals are modified during the term of the Contract.

3.2 Home-to-School Transportation Program

- 3.2.1 For Home-to-School transportation services, the pricing system used in these Contracts is based upon the length of day the specific vehicle is in use on behalf of the Tuxedo Union Free School District. The daily usage shall be determined based upon the scheduled route length and time of day as determined by the Tuxedo Union Free School District where the bus is in direct service to the School 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 daily usage time does not include deadhead time for the bus to travel to or from the Contractor’s terminal. The daily usage time will include any requirement for the buses to wait until a specific time for embarkation and will include any required time for the buses to be at the first school to transport students to their home.

During the term of the Contract, the Tuxedo Union Free School District may increase or decrease the number or use of vehicles and/or routes as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Pricing Sheets. The determination as to length of day for billing purposes shall be made by the School District based upon a computerized or actual live route time evaluation.

The Tuxedo Union Free School District is looking for pricing for transportation services for the Home-to-School Contract with the School District providing fuel.

School District provided fuel will only be for the live miles of operation for those vehicles that are dedicated to the Tuxedo Union Free School 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 or subsequent school(s) shall be considered live miles 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 or subsequent school(s) shall also be considered live miles. For fuel provision arrangements, see Section 8.8.4 below.

- 3.2.2 Information for the 2020-2021 school year on the regularly scheduled Home-to-School AM and PM transportation program for which the School District is requesting Bids is shown in Appendix “A”, Transportation Program Information, of these Specifications. Daily live hours will include any combination of morning, mid-day, and afternoon routes including routes identified as Late Routes that are connected (within half-an-hour) to the regularly operating afternoon Home-to-School routes.

Each vehicle can be used for any combination of in-School District and out-of-School District routes as well as any combination of morning, mid-day, afternoon,

and late routes to comprise the number of daily live hours.

For routes to/from multiple schools, times between schools during an AM or PM route schedule shall be considered daily usage time and shall become part of the scheduled day for payment purposes. All route times shall be determined by the Tuxedo Union Free School District.

- 3.2.3 For the regularly scheduled Home-to-School routes, the School District will pay for a minimum of four (4) daily live hours for the total of the AM and/or the PM time. Mid-day routes will be considered as operating at a minimum of one (1) daily live hour. Payment for mid-day routes will be at the Excess Live Hourly rate with live time after the guaranteed one hour being in 15-minute increments rounded to the nearest quarter hour with the division at the quarter-hour, the half-hour, or the three-quarter hour point.

If the vehicle is operating a regularly scheduled morning, mid-day, afternoon, and late-route for less than four (4) daily live hours, and payment is provided for four (4) daily live hours, the School District reserves the right to require the vehicle to complete an extra route assignment during any part of the day as a mid-day route and/or as a shuttle in part or in totality as part of the four live hour time period for which payment is being made. This live time assignment to fulfill the live time, up to four (4) live hours, shall be at no extra cost to the School District.

The total time for the day shall determine the pricing level for the bus or van (e.g., four [4] live hours, five [5] live hours, or six [6] live hours) will be based upon the rates submitted. Route times between whole hours will be rounded to the nearest half-hour with the division at the quarter-hour or the three-quarter hour point (ex., from four live hours [4:00] to four live hours and fifteen minutes [4:15] will be paid for four live hours [4:00]; while four live hours and sixteen minutes [4:16] to four live hours and forty-five minutes [4:45] will be paid for four-and-a-half live hours [4½]; four live hours and forty-six minutes [4:46] to five live hours [5:00] will be paid for five live hours [5:00]). Half live hour rates will be the average between the lower live hourly rates from the next highest live hourly rate. For example, to calculate the rate for 4.50 (4½) live hours, the average of the difference between the four (4) live hour-rate and the five (5) live hour-rate will be used. If the four (4) live hour-rate is \$375.00, and the five (5) live hour-rate is \$400.00, the difference is \$25.00 with the average of the difference being \$12.50 which will make the rate for four-and-a-half (4½) live hour bus to be \$387.50.

Late routes that are not part of the regular operating program (ex., intermittent, seasonal, etc.) and/or not attached to a regular operating route will be billed separately and will be guaranteed one (1) live hour with time after one (1) live hour rounded to the nearest quarter-hour with the division at the quarter-hour, the half-hour, or the three-quarter hour point (ex., from one hour [1:00]; to one hour and fifteen minutes [1:15] will be paid for one live hour [1:00] while one live hour and sixteen minutes [1:16] to one live hour and forty-five minutes [1:45] will

be paid for one-and-a-half live hours [1½]; and one live hour and forty-six minutes [1:46] to two live hours [2:00] will be paid for two live hours [2:00]). Payment for these intermittent and/or non-attached late routes will be paid at the Excess Live Hourly Rate.

- 3.2.4 There may be times when a route to a public or non-public school that is structured within routes to other schools must be changed due to the school having a late start or an early dismissal. When this happens, it may be necessary on the day(s) of the late start or early dismissal to transport students to/from the school having the late start or an early dismissal with a dedicated route. In this situation, the School District will pay for one (1) live hour at a rate of 33% of the four (4) live hour rate; for two (2) live hours, the School District will pay 67% of the four (4) live hour rate; and for three (3) live hours, the School District will pay 75% of the four (4) live hour rate. The percentage of payment will be in accordance with the four (4) live hour rate for the student capacity and type of vehicle being used. Any live time between one (1) and two (2) live hours, between two and three (3) live hours, and between three (3) and four (4) live hours will be paid in half-hour increments with the division at the quarter hour or the three-quarter hour point.

The above payment schedule will also apply when any additional Home-to-School routes may be required during examination periods such as the January and June Regents Examinations.

- 3.2.5 The Excess Live Hourly Rate will also be used for payment for the extension of any routes that are more than six (6) live hours. The Excess Live Hourly rate will be paid in 15-minute increments rounded to the nearest quarter hour with the division at the quarter-hour, the half-hour, or the three-quarter hour point. In other words, if a route is added for six (6) live hours and 20 minutes, it will be paid at the six (6) live hour-rate plus a one-quarter of the Excess Live Hourly Rate. If one of the existing six (6) hour routes is extended by 40 minutes, it will be paid at the six (6) live hour rate plus three-quarters of the Excess Live Hourly Rate.

- 3.2.6 All pricing for all Bids must be progressive or not less than the price submission of the Bid for the previous live hourly charge for the requested daily live hours for the same type of vehicle. That is, the charges from the lowest daily charge (four [4] daily live hours) to the highest daily charge (six [6] daily live hours) for the Home-to-School Bid must be progressive or not less than that which was Bid as the previous live hour rate.

In other words, for the same type of vehicle, the six (6) live hour charge can be equal to but not less than the five (5) live hour charge, and the five (5) live hour charge can be equal to, but not less than the four (4) live hour charge.

The same pricing requirement applies to the Summer School as well as the Field and Sports Trips Bid submissions.

- 3.2.7 For days in which a testing schedule exists (ex., Regents week and/or other special examination periods), days of inclement weather and/or emergency circumstances that may require changes in the transportation service, and/or days when one or more schools may adjust their start/end schedule or an alternate schedule, such as in-school education for a period of time and remote learning for a period of time, the number of routes may be decreased or increased as well as having their operating time changed in order to meet the changed transportation program needs and to ensure that students are transported to/from school fully, safely, and timely. Payment will be adjusted and made in accordance with the price submittals on Price Sheet-1 for the live hours required for the service.

Whenever necessary, compensated times will be determined by the Tuxedo Union Free School District based upon trial routes, the minimum of a three (3) consecutive day average of actual operating times after the first two (2) weeks of the start of school, computer estimated times utilizing industry standard routing software, any GPS (Global Positioning System) provided information, and/or web-based maps. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (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 School District.

Tolls will not be paid for deadhead miles.

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

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

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

- 3.2.8 Appendix “A” includes information on the daily Home-to-School hourly vehicle use for the September 1, 2020-June 30, 2021 school year.
- 3.2.9 There will be instances when buses to special education locations are required to operate on days when the Tuxedo Union Free School District schools are closed. Ordinarily, these would be scheduled calendar days for the non-School District special education locations. In those cases, the Contractor will be required to provide the necessary vehicles, and the billing to the School District shall be adjusted to reflect the actual bus usage.
- 3.2.10 For certain routes the Tuxedo Union Free School District is requesting a rate per live hour for the Contractor to supply a trained bus attendant/monitor as mandated by the School District. The attendants/monitors will be paid for the paid live time of the operation of the route (namely, a base of four (4) live hours for routes for the total of the AM and/or PM time), as determined by the live route times calculated by the School District where the bus attendant/monitor services are required. Payment will be made in half-hour segments, rounded to the nearest half hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the School District. Where payment is made on a per student basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

The live hours of payment for attendants/monitors shall be the same as the live hours of payment for the vehicle to which they are assigned with a minimum of four (4) live hours. If an attendant/monitor is assigned to a vehicle for one or two live hours, the attendant/monitor can be assigned to remain on the vehicle to which the initial assignment was made or reassigned to another vehicle for two or three additional live hours. This reassignment can be as a 1:1 attendant, a vehicle attendant, or a vehicle monitor. The additional time to complete the minimum of four (4) live hours for which the attendant/monitor is being paid shall be at no extra cost to the School District.

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

- 3.2.11 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required,** the following present program profile will be utilized as the basis for calculating the annual cost for the four-and-a-half-year Contract period for the Home-to-School Contract. However, the chart is not

intended to represent accurately the current needs of the Tuxedo Union Free School District. The prices submitted on Pricing Sheet-1 will be multiplied by the appropriate category on the following program profiles for each Contract year. The January 1st to June 30, 2021 calculation will be based upon 108 days.

The aggregate total cost of the four-and-a-half-years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Tuxedo Union Free School District, but is intended for Bid calculation purposes and Bond valuation purposes only.

Home-to-School Transportation Program			
Number of Vehicles per Day			
	65/66-Passenger Bus	30/35-Passenger Half-Bus	20-Passenger A/C Van
Number of Vehicles at Four (4) Daily Live Hours			1
Number of Vehicles at Four-and-a-Half (4 ½) Daily Live Hours	2	1	1
Number of Vehicles at Five (5) Daily Live Hours	2		1
Number of Vehicles at Five-and-a-Half (5 ½) Daily Live Hours	1		1
Number of Vehicles at Six (6) Daily Live Hours			1
	-----	-----	-----
Total	5	1	5
Number of Daily Excess Hours			1

Home-to-School Transportation Program	
Attendant/Monitor	
Number of Paid Live Hours per Day	12
The attendant/monitor will be paid for the same number of paid live hours as the van.	

If the Contractor is willing to allow four existing School District employees to drive a school Bus provider by the Contract to transport School District students to/from School District designated schools, the School District is asking for a live hour rate for a substitute driver if the School District driver is absent or otherwise unable to drive the Contractor provided school bus.

Home-to-School Transportation Program	
Alternate No. 2	
	Number of Substitute Driver Live Hours January 1 st to June 30, 2021
Substitute Driver Hours for Calculation Purposes	32

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

If the Successful Bidder does not wish a renewal of the four-and-a-half-year Contract, the Contractor must notify the Tuxedo Union Free School District by September 1, 2024. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contract in compliance with the Commissioner's regulations if the School District should wish such a Contract extension.

3.2.13 Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first full year (July 1, 2021 to June 30, 2022) of the four-and-a-half-year Contracted transportation program may be awarded by the Tuxedo Union Free School District as a one-year Contract at a price increase above that paid for the six-month term of January 1, 2021 to June 30, 2021 to be negotiated but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved by the State Education Department, unless regulations relative to Contract renewals are modified during the term of the Contract.

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

3.3 Summer School Transportation Program

3.3.1 The Tuxedo Union Free School District is looking for pricing for transportation services for the Summer School Contract (effective the summer of 2021) with the School District providing fuel.

Fuel will be for the live miles of those vehicles that are dedicated to the Tuxedo Union Free School District. Fuel will not be provided for any deadhead miles. However, in the morning, miles from the drop-off at the first school and any student pick-up for the second and subsequent schools shall be considered live miles for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and any pick-up at the second and subsequent schools shall also be considered live miles.

3.3.2 The Contract for the Summer Transportation services will be awarded for a four-year (2021, 2022, 2023, and 2024) Contract period, subject to voter approval.

- 3.3.3 For the Summer School Transportation Program the School District will pay a minimum of two (2) daily live hours, and the total daily live hours for routes shall include any combination of morning, mid-day, and afternoon live hours.

For routes operating for just one (1) live hour (one [1] live hour in the morning or one [1] live hour in the afternoon only), payment will be paid at two-thirds (67%) of the two (2) live hours rate for the type of vehicle being used.

For routes to/from multiple schools, times between schools during an AM or PM route schedule shall be considered daily usage time and shall become part of the scheduled day for payment purposes. All route times shall be determined by the Tuxedo Union Free School District. The total time for the day shall determine the pricing level for that bus or van (e.g., two [2] live hours, three [3] live hours, or four [4] live hours) based upon the rates submitted). Route times between whole hours will be rounded to the nearest half hour (ex., two live hours and 10 minutes would be paid for two (2) live hours, while two live hours and 25 minutes would be rounded to two-and-a-half (2½) live hours). Half hour rates will be the average between the lower hourly rates from the next highest hourly rate. For example, to calculate the rate for two-and-a-half (2½) live hours, the average of the difference between the two (2) live hour-rate and the three (3) live hour-rate would be used. If the two (2) live hour-rate is \$300, and the three (3) live hour-rate is \$325, the difference is \$25 with the average of the difference being \$12.50 which would make the rate for a 2.50 (2½) live hour bus to be \$312.50.

- 3.3.4 For certain routes the Tuxedo Union Free School District is requesting a rate per live hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Tuxedo Union Free School District. The attendants/monitors will be paid for the live time of the operation of the route, as determined by the live route times calculated by the Tuxedo Union Free School District where the bus attendant/monitor services are required. Payment will be made in half-hour segments, rounded to the nearest half hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the School District. Where payment is made on a per student basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.
- 3.3.5 All pricing for all Bids must be progressive or not less than the price submission of the Bids for the previous live hourly charge for the requested daily live hours for the same type of vehicle. That is, the charges from the lowest daily charge (two [2] daily live hours) to the highest daily charge (four [4] daily live hours) for the Summer School Bid must be progressive or not less than that which was Bid as the previous live hour rate.

In other words, for the same type of vehicle, the three (3) live hour charge can be equal to but not less than, the two (2) live hour charge, and the four (4) live hour charge can be equal to, but not less than the three (3) live hour charge.

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

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

Tolls will not be paid for deadhead miles.

Appendix “A” includes information on the daily hourly vehicle use for the 2020 Summer Transportation Program.

Compensated times will be determined by the Tuxedo Union Free School District based upon trial routes, the minimum of a three (3) consecutive day average of actual operating times after the first week of the start of school, computer estimated times utilizing industry standard routing software, GPS (Global Positioning System) provided information, and/or web-based maps. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (30 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 School District.

Bidders will submit, on the Pricing Sheet-2, their price for operating the Summer Transportation Program. The pricing methods, length of day, determination of route times, and billing options for the Summer Transportation Program will be consistent with the methodologies as detailed in the Home-to-School section of this specification.

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

Each Bid level **must be completed** for a Bid to be considered. This program is expected to be similar to the 2019 Summer Transportation Program. However, given the possible variance in the pick-up/drop-off locations of students attending the special education schools, the number of students attending these schools,

locations of new schools, a change in bell times, and placements by the Committee on Special Education (CSE), the Bidder should fully evaluate the information provided in these documents.

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

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

3.3.7 **For the purposes of calculating the Bid award(s) only, and determining the level of Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the four-year Contract period for the Summer Transportation Contract. The prices submitted on “Pricing Sheet–2” will be multiplied by the appropriate category on the following program profiles for each Contract year. The summer session will be based upon 30 days. The aggregate total cost of the four years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Tuxedo Union Free School District but is intended for Bid calculation purposes and Bond valuation purposes only.

Summer School Transportation Program	
	20-Passenger A/C Van
Number at Two (2) Daily Live Hours	
Number at Two-and-a-Half (2 ½) Daily Live Hours	1
Number at Three (3) Daily Live Hours	
Number at Three-and-a-Half (3 ½) Daily Live Hours	1
Number at Four (4) Daily Live Hours	

Total	2
Number of Excess Daily Live Hours	

Summer School Transportation Program	
	Attendant/Monitor
Number of Daily Live Hours per Day	6
The attendant/monitor will be paid for the same number of live hours as the van.	

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

If a four-year Contract is awarded and the Successful Bidder does not wish a renewal of the four-year Contract (2021, 2022, 2023, and 2024), the Contractor must notify the Tuxedo Union Free School District by September 1, 2024. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner’s regulations if the Tuxedo Union Free School District should wish such a Contract extension.

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

3.3.11 Bidder should note they are requested to signify on “Pricing Sheet-2”, their interest in accepting an award for the provision of the “Summer School Transportation” services only (if they are not awarded the Home-to-School and/or the Field and Sports Trips transportation Contract).

3.4 Field and Sports Trip Transportation

3.4.1 The School District will not be providing fuel for Field and Sports Trips.

3.4.2 Specific requirements for Field and Sports Trips include the following:

3.4.2.1 At least one 65/66-passenger bus must have a dual access undercarriage storage compartment and be available during the afternoon route time.

3.4.2.2 The Contractor must have available each day at least one 65/66-passenger bus and driver for Field and Sports Trips that encompass the morning and the afternoon route times. This bus can be the bus with the dual access undercarriage compartment.

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

3.4.3 The Contract for the Field and Sports Trips Program will be awarded for a four-and-a-half-year Contract period (January 1, 2021 to June 30, 2025), subject to voter approval.

3.3.4 Bidder will submit on Pricing Sheet-3, its price for operating the Field and Sports Trips Program. Time is from the point of departure in the School District to the point of drop-off in the School District. It does not include deadhead time from/to the Contractor's terminal.

The School District is requesting pricing for Field and Sports trips based upon a rate per hour for driving and a rate per hour for waiting time. Driving time is from the point of departure in the School District to the return point of drop-off in the School District. It does not include deadhead time from/to the Contractor's terminal. Waiting time is time at the trip location. The School District is guaranteeing payment for one hour of driving time and one (1) hour of waiting time. Time after these two (2) hours will be paid in 15-minute segments rounded to the nearest quarter hour with the division at the quarter-hour, the half-hour, or the three-quarter hour point. For example, one-hour and 10 minutes and one-hour and 20 minutes will be paid at a rate of 1.25 times the hourly rate for the vehicle size/type shown on the submitted Pricing Sheet. One-hour and 25 minutes and one-hour and 35 minutes will be paid at a rate of 1.50 times the hourly rate for the vehicle size/type shown on the submitted Pricing Sheet. Billable time will be based upon a round trip from the requested time of arrival at the point of departure to the point of return. If the bus arrives at the point of departure later than the time requested, billable time will begin at the later time.

For Field and Sports Trips, the School Districts reserve the right to require a trip verification form which will be supplied by the School District. Upon completion of the trip, the form will be signed by the Contractor's driver and the School District's staff person on the trip in order to verify the driver hours and the trip mileage.

3.4.5 The frequency and types of Field and Sports Trips typically varies each year depending on a number of factors, including but not limited to, voter approval of funding, budget considerations, athletic schedules, and program needs. Some or

all services envisioned under these Contracts may be funded by contributions or non-School District fees. Therefore, the School District cannot, and does not make any representations about the annual frequency of trips.

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

The School District may be requesting some “drop and pick” Field and Sports Trips. These will be operated only at the specific request or prior authorization of the School District. By definition, payment for “drop and pick” trips will not be provided for any waiting time unless the School District provides approval in advance of the trip. Should a “drop and pick” Field or Sports Trip be requested or authorized, the Contractor would be reimbursed for all necessary tolls during the live portion of the trip and the deadhead portion of the trip from/to the trip location. Additionally, time shall be based upon the scheduled time for departure in the School District and the time to return to the point of departure in the School District for the trip. For the “pick-up” portion of the trip, the time shall also be from the point of departure in the School District to the pick-up point and back to the student delivery point in the School District. For “drop and pick” trips, the time paid shall be the total time for both sections of the trip with a minimum of one hour.

3.4.6 **For the purposes of calculating the Proposal award only, and determining the level of Proposal Bond required,** the following program profile will be utilized as the basis for calculating the annual cost for the four-and-a-half-year Contract period. The hourly rate, as entered on Pricing Sheet-3, will be multiplied by the number of hours shown in the Program Profile below. The figures included on the following table are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the Tuxedo Union Free School District. The lowest cost Bid submission will be the aggregate total cost of this calculation for both types of trips for the four-and-a-half-year period.

Field and Sports Trips		
	Driving Hours	Waiting Hours
65/66 Passenger Bus	102	324
The above hours are 60% of the figures that would have been used for Bid cost calculation purposes since the initial contract is for six months (January 1 st to June 30, 2021)		

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

this Contract.

If the successful Bidder does not wish a renewal of the four-and-a-half-year Contract (January 1, 2021 to June 30, 2025), the Contractor must notify the Tuxedo Union Free School District by September 1, 2024. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's Regulations if the School Districts should wish such a Contract extension.

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first full year (July 1, 2021 to June 30, 2022) of the four-and-a-half-year contracted transportation program may be awarded by the Tuxedo Union Free School District as a one-year Contract at a price increase above that paid for the six-month term of January 1, 2021 to June 30, 2021 to be negotiated but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved by the State Education Department, unless regulations relative to Contract renewals are modified during the term of the Contract.

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

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at School District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the School District the missed/late trip damage found in Section 8.16.8 of these specifications plus any expenses the students and the School District incurred due to the non-arrival or lateness (ex., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

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

- 3.4.9 Bidders should note that they are requested to signify on Pricing Sheet-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 and/or the Summer School

Transportation Contract).

- 3.5 If two or more Bidders provide the same Bid submission, the decision of the Board of Education as to which Bidder they shall award the Contract shall be final.
- 3.6 No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

- 4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Tuxedo Union Free School District, as 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 Tuxedo Union Free School District. The Contract shall bind the Successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid.
- 4.2 The placing in the mail of a notice of award to a Successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.
- 4.3 If the Successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the term of the Contract or should the Successful Bidder fail, or be delinquent (as determined by the School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the Specifications in a timely fashion, the Bidder will be notified of the same in writing by the School District. If within (10) days after written notification by the School District, the Successful Bidder has not taken such measures, as will, in the sole and reasonable opinion of the School District, insure the satisfactory progress and performance of the service, then the Tuxedo Union Free School District shall have the right to declare the Successful Bidder in default and, in addition to any other legal or equitable remedies available to it, the Tuxedo Union Free School District, upon declaring the Successful Bidder in default, may upon written notice to the Successful Bidder, take the following action:
 - 4.3.1 Withhold any funds due the Successful Bidder under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which the Tuxedo School District might have against the Successful Bidder.
 - 4.3.2 Commence providing the services contracted with the Successful Bidder, either directly, or through another Contractor.
 - 4.3.3 Terminate the Contract.

The Successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the Tuxedo Union Free School District. Said damages shall include reasonable attorney's fees and costs incurred in enforcing said claim against the Successful Bidder, as well as Bid/RFP development fees, and attorney's

fees incurred in contracting with another party.

- 4.4 It is mutually understood and agreed that the Successful Bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the Tuxedo School District.

In addition, there shall not be any transfer of stocks to/by the Bidding company without prior written approval of the Tuxedo Union Free School District.

- 4.5 The General Conditions, Specifications, Notice to Bidders, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contract in no way excludes the Tuxedo Union Free School District from using its own vehicles, drivers, or services provided by/through other School Districts, BOCES, agencies, or in any way limits the Tuxedo Union Free School District from using other Contractors to perform similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval of the State Education Department (Department) after the Department's review of the Contract for technical conformance with its requirements. No Contract hereunder will become final and binding upon the parties unless and until the Department's approval is received by the Tuxedo Union Free School District.
- 4.9 No action or failure to act on the part of the Tuxedo Union Free School District to enforce its rights or remedies under the Contract with respect to any matter whatsoever shall constitute a waiver of any right or remedy to which the School District is then or thereafter entitled, nor shall such action or failure to act on the part of the School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 4.10 In case of any ambiguity, inconsistency, or error in any of the Bid Documents and/or Contract Documents or of a conflict between the provision of these documents and provisions of a State or Federal law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent of Schools or their designee in writing before it submits a Bid. If the Bidder fails to do so, any such ambiguities, inconsistencies, or

errors in its Bid will be resolved by the reasonable interpretation of the School District's Superintendent of Schools or their designee. The purpose of the Contract documents is to ensure that the School District will receive safe, timely, professional, and economic transportation services, and in the event of any ambiguity, conflict, and/or inconsistency between or among the Contract Documents, such ambiguity, conflict, and or inconsistency shall be resolved by the interpretation which is most favorable to the receipt of safe, timely, professional, and economic transportation service.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The Tuxedo Union Free School District may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. The Tuxedo Union Free School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the School District's written order.
- 5.2 The Bidders should note that information about the 2020-2021 routes is available for the Bidder's review, and a good faith estimate of required services for the July 1, 2021 to June 30 2022 school year period will be provided (for Summer School, it will be for 2021, 2022, 2023, and 2024). Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Tuxedo Union Free School District Employee Contract changes, and traffic and construction demands. The Successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as determined by the School District, according to the prices awarded in the Bid.
- 5.3 The Successful Bidder warrants and guarantees:
 - 5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
 - 5.3.2 That Bidder shall procure and maintain solely at its own expense Workers' Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Tuxedo Union Free School District Business Office no later than 30 days before the commencement of each year's service.
 - 5.3.3 That it will comply with Federal Fair Labor Standards Act and State laws regarding minimum wage standards and prevailing wage requirements 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 Tuxedo Union Free School District.

- 5.3.4 That it will comply with the federal Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right to Know Act") with respect to all operations or activities on Tuxedo Union Free School District premises, and all other applicable Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital status, veteran status, or any other applicable discriminatory classification in State or Federal law. Such action shall be taken with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.
- 5.3.6 The Bidder will state, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, gender identity, marital status, veteran status, or other applicable discriminatory classifications.
- 5.3.7 The Bidder will cause the provisions detailed in sections 5.3.5 and 5.3.6 to be inserted in all sub-contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-contracts for standard commercial supplies or raw materials.
- 5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing of safety-sensitive employees and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Tuxedo Union Free School District.
- 5.3.9 The Successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations.
- 5.3.10 All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
- 5.3.11 The Successful Bidder will comply with the data privacy and security provisions of the Family Educational Rights and Privacy Act, 20 U.S.C. §1232g and the Common Core Reform Implementation Act of the State of New York (codified as §2-d of the New York Education Law) and the regulations promulgated thereunder, respectively by the United States Department of Education and the

New York State Commissioner of Education, which obligate the Successful Bidder as follows:

- 5.3.11.1 The Successful Bidder agrees to limit internal access to personally identifiable information (PII), as applied to student data, to those individuals that are determined to have legitimate educational interests.
- 5.3.11.2 The Successful Bidder agrees not to use PII, as applied to student data, for any other purpose than those explicitly authorized in this Contract.
- 5.3.11.3 The Successful Bidder agrees not sell or otherwise use student data for any marketing purposes whatsoever.
- 5.3.11.4 Except for authorized representatives of the Successful Bidder, to the extent they are carrying out the Contract, the Successful Bidder agrees not to disclose any personally identifiable information, as applied to student data or teacher or principal data, to any other party (a) without the prior written consent of the parent or eligible student: or (b) unless required by statute or court order, and the party provides notice to the School District that the information was disclosed unless such disclosure is expressly prohibited by statute or court order.
- 5.3.11.5 The Successful Bidder agrees to maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data within its custody.
- 5.3.11.6 The Successful Bidder agrees to use encryption technology to protect student data while in motion or in its custody from unauthorized disclosure, using a technology or methodology specified by the secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5 Section 13402(H)(2).
- 5.3.11.7 The Successful Bidder shall notify the School District of any breach of security resulting in an unauthorized release of such data in violation of the law or this agreement in the most expedient way possible and without reasonable delay.
- 5.3.11.8 The Successful Bidder agrees to comply with additional rules and regulations with respect to the confidentiality of personally identifiable information as applied to student data to the extent promulgated by the commissioner of Education of the New York State Education Department (Part 121) or as specified under Section 2-d of the New York Education Law.

5.3.11.9 The Successful Bidder agrees that any officers and employees of the Successful Bidder and its assignees, who have access to such data have been or will be trained on the confidentiality provisions related to such data under federal and state law prior to receiving access.

5.3.11.10 The Successful Bidder shall execute a copy of the Parents Bill of Rights for Data Privacy and Security in the format as set forth in Appendix C prior to receiving access to personally identifiable information, as applied to student data.

5.3.12 That in the performance of this Contract, the Successful Bidder is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, and all others engaged by the Contractor for the performance of this Contract shall be considered employees of the Contractor and not of the School District, unless otherwise specifically designated by the School District. In certain instances, the School District may employ nurses or attendants/monitors directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses. Nothing herein shall constitute the School District and the Successful Bidder as partners, joint or co-venturers, employer and employee, master and servant, or principal and agent.

6. PAYMENTS

6.1 Monthly Billings:

6.1.1 Monthly invoices in a format approved by the Tuxedo Union Free School District are due no later than the 15th of the month following the month of service. Invoices received after the 15th of the month following the month of service may delay payment.

6.1.2 For the billings for vehicles in dedicated service for the Tuxedo Union Free School District in the Home-to-School transportation program, the Contractor will take the *per diem* cost per vehicle and multiply that cost by the number of days the vehicle is scheduled to be in operation and then divide by the number of months that represents the transportation program.

6.1.3 The number of billable days for the Home-to-School transportation program for all School District schools is established at 180 days for which transportation services are provided for a full school year of operation, September 1st to June 30th. The number of billable days may vary downward in accordance with the nature and extent of the educational program during a mandated school closure by the Governor of the State of New York or the Orange County Executive.

Payment for any additional days above the base of 180 days will be made in the May and/or June payment.

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

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the Tuxedo Union Free School District on a route by route basis and

shall submit such records upon request by the School District or its designee for audit in support of each of the monthly invoices. As stated herein, the length of day for each bus shall be determined by the School District consistent with the route schedules and detail contained in these Specifications.

7. SAVINGS CLAUSE – FORCE MAJEURE

The Successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, terrorism, governmental action, fires, floods, acts of God, epidemic or pandemic, or for other acts not within the control of the School District or 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 Tuxedo Union Free School District. The proposed July 1, 2020 to June 30, 2021 transportation program of the School District is defined and described in Appendix A, annexed to these Specifications. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules being used in the July 1, 2020 to June 30, 2021 school year, which are on file with the School District. Additional information can be ascertained at the pre-Bid meeting.

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

8.2 TUXEDO UNION FREE SCHOOL DISTRICT REPRESENTATIVE

The School Business Official or their 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 Tuxedo Union Free School District in the amount of 10% of the Calculated Bid Amount(s) for each Contract being Bid. The surety company issuing the Bid Bond must be rated at least as a “Secure” carrier (Superior, Excellent, or Good) in the current edition of A.M. Best’s *Insurance Guide*.

The Bid Bond or certified check will be deposited with the Tuxedo Union Free School District as a guarantee that the Contract will be signed and delivered by the Bidder, and in default thereof, the amount of such check or Bid Bond shall be retained for use of the

Tuxedo Union Free School District as liquidated damages on account of such default.

8.4 ALTERNATES TO THE BID

8.4.1 The Performance Bond is Alternate No. 1 to the Bid Specifications.

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

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

If the Tuxedo Union Free School District should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.

The Tuxedo Union Free School District will not accept a cash deposit in lieu of a Performance Bond.

8.4.2 A second alternate to the Bid is a question as to the willingness of the Bidder to allow four (4) existing School District employees whose present position includes four hours of school bus driving (two hours in the morning and two hours in the afternoon) to drive a school bus provided by the Successful Bidder to transport the School District’s students to/from the School District’s designated schools during the September to June school term. All wages including payroll taxes and benefits for these four (4) existing drivers for the four hours of school bus driving time, for the hours of the required refresher course(s), for any hours and/or materials for required/additional training, and for any hours or payments for required testing or other compliance with State/Contractor requirements will be paid by the School District.

In this second alternate, the School District is requesting a daily rate per vehicle with the driver provided by the School District and an hourly live hour rate for a substitute driver if the School District provided driver is absent or otherwise unable to drive the Contractor provided school bus.

8.5 INSURANCE

Compliance with Insurance Requirements:

8.5.1 Enclosed with the Bid, the Bidder must include a certificate of insurance signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company stating that, if the Bidder is awarded the Contract, no less than the minimum limits of insurance required in this Bid will be met. The insurance carrier must be a New York State admitted carrier and must be rated as at least a “Secure” carrier (Superior, Excellent, or Good) in the current edition of A.M. Best’s *Insurance Guide*.

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

8.5.2 Minimum amounts for each vehicle operated will be:

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

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

An additional insured endorsement, equivalent to CG 20 26 or CG 2010 naming the Tuxedo Union Free School District, its Board of Education, and any of their public officials, agents, officers, employees, and volunteers, must be included. Such Additional Insured status must be

provided on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Tuxedo Union Free School District must apply. Coverage must apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability. Products/Completed operations limitation shall not be permitted, unless approved beforehand by the School District.

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

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

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

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

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

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

8.5.5 The limits outlined above are strictly minimum amounts. The Tuxedo Union Free School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Bidder for amounts in excess of these

minimum limits. Deductibles or self-insured retentions up to \$10,000 shall be permitted with the understanding that the Contractor (and not the Tuxedo Union Free School District) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of the Tuxedo Union Free School District.

- 8.5.6 The Contractor shall deposit with the Tuxedo Union Free School District satisfactory evidence of insurance (including renewals) showing at least the minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Tuxedo Union Free School District no later than July 1st of each Contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Tuxedo Union Free School District does not eliminate the mandate.
- 8.5.7 The Contractor shall hold harmless, defend and indemnify the Tuxedo Union Free School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Tuxedo Union Free School District by third parties, officers, employees, agents, and volunteers of the Tuxedo Union Free School District, or employees of the Contractor.
- 8.5.8 All insurance certificates shall state that the policy will not be cancelled nor will coverage hereunder be reduced or limited without thirty (30) days prior written notice to the Tuxedo Union Free School District. It shall further state that a similar thirty (30) days written notice will be given to the Tuxedo Union Free School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the commencement and expiration dates, and it shall clearly state what, if any, coverage are excluded by special or manuscript endorsement or otherwise excepting such as appear in standard ISO policies as they relate to this Contract and the services provided therein. The Tuxedo Union Free School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Tuxedo Union Free School District constitutes a material breach of Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Tuxedo Union Free School District.
- 8.5.9 The Contractor acknowledges that failure to obtain insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District.

8.5.10 The Tuxedo Union Free School District is a member/owner of the New York School Insurance Reciprocal (NYSIR). The Contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the School District but also NYSIR, as the School District's insurer.

8.6 BOOKS AND RECORDS

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

8.7 TERM

8.7.1 Upon voter approval, the term of the Home-to-School Contract shall be for a four-and-a-half-year period (January 1, 2021 to June 30, 2021; September 1, 2021 to June 30, 2022; September 1, 2022 to June 30, 2023; September 1, 2023 to June 30, 2024; and September 1, 2024 to June 30, 2025).

Upon voter approval, the term of the Summer School Contract shall be for a four-year period (2021, 2022, 2023, and 2024).

Upon voter approval, the term of the Field and Sports Trips Contract shall be for a four-and-a-half-year period (January 1, 2021 to June 30, 2021; July 1, 2021 to June 30, 2022; July 1, 2022 to June 30, 2023; July 1, 2023 to June 30, 2024; and July 1, 2024 to June 30, 2025).

8.7.2 In the event the multi-year Contract is not approved, the Bid submitted for the first full year (July 1, 2021 to June 30, 2022) of the four-and-a-half-year Contracted transportation program may be awarded by the Tuxedo Union Free School District as a one-year Contract at a price increase above that paid for the six-month term of January 1, 2021 to June 30, 2021 to be negotiated but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved by the State Education Department, unless regulations relative to Contract renewals are modified during the term of the Contract.

8.7.3 The parties may choose to extend any of these Contracts for future years, consistent with the then current State Education Department regulations.

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

With the exception of the four School District employees as school bus drivers, if the Contractor shall allow them to drive Contractor provided school buses for the operation of the School District's transportation program, all other transportation personnel shall be the responsibility of the Contractor and shall be Contractor's employees. All Contractor employed drivers, mechanics, and attendants/monitors must meet all legal and regulatory requirements for holding their respective positions, and they shall in all respects be in compliance with all requirements of law, and regulations of the Commissioner of Education and the Commissioner of Motor Vehicles, including all required driving, licensing, training, and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal and State Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and Board of Education policy.

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

8.8.1.1 It is recognized that for the protection of the children, all Contractor employed drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation.

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

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

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

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

8.8.1.3 The Tuxedo Union Free School District requires that the Contractor offer employment to the School District's existing six part-time school bus drivers and its two part-time attendants/monitors for the same positions within the operation of the School District's transportation program if such School District employees meet the hiring criteria of the Contractor. The hourly rate of pay is to be for a minimum base of pay of four hours at an hourly rate of pay that is to be no less than which these eight School District employees are earning presently (2020-2021 school year) with wage increments and any bonuses (including sign-on bonuses) as well as payment of payroll taxes and payment of benefits to be no less than that which is given to all other Contractor employees holding the same positions.

The 2020-2021 hourly rate of pay for these eight part-time School District employees is as follows:

8.8.1.3.1 Driver No. 1 - \$20.46	Driver No. 4 - \$18.27
Driver No. 2 - \$19.94	Driver No. 5 - \$17.99
Driver No. 3 - \$18.58	Driver No. 6 - \$17.99

8.8.1.3.2 Attendant/Monitor No. 1 - \$12.55
Attendant/Monitor No. 2 - \$12.55

8.8.1.3 A "Terminal Manager" (or similar function/title) will be provided by the Contractor for the terminal(s) from which the vehicles for these Contracts will operate. Said supervisor must have complete authority over the operation of the Contractor's buses. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools. Said supervisor also shall be responsible for compliance by drivers with all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid and Medicaid reimbursement purposes, and any reports on student load, driver and student discipline problems, and accident reports.

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

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

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

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

8.8.1.4 In addition to a Terminal Manager, the Contractor must have a separate full-time (or the equivalent of a full-time through a minimum of two-part-timers) Dispatcher at the terminal from where the buses dedicated to these Contracts will be operating. Such Dispatcher(s) shall be at the

dispatching station during all regularly scheduled morning and all afternoon hours (including the operation of late routes) when students are being transported to/from school, namely from 6:00 am to 6:00 pm.

The Dispatcher must also be able to use effectively the required industry standard software, Transversa, for route development/transportation program management if the School District should secure such software and make it available to the Contractor.

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

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

8.8.1.5.1 If the full-time School Bus Safety Person is a multi-location employee, he/she must be available to the School District and to the Terminal Manager from a location that is reasonably close by mileage and time to the School District and to the operational facility. A reasonable distance and time shall not exceed 25 miles/or one hour of travel time.

8.8.1.5.2 The Tuxedo Union Free School District Superintendent of Schools or his/her designee reserves the right of approval of the School Bus Safety Person assigned to these Contracts as part of his/her responsibilities for multiple locations or his/her specific assignment to the location operating these Contracts.

8.8.1.5.3 The School Bus Safety person for these Contracts cannot be a route assigned driver, a substitute driver, or a functioning mechanic.

8.8.1.5.4 As a minimum, such School Bus Safety person shall be an experienced as well as a knowledgeable school bus driver and hold State Education Department (SED) certification as a School Bus Driver Instructor (SBDI) and certification as a Department of Motor Vehicles (DMV) Article 19-A Examiner.

The Terminal Manager and the Dispatcher may not be the School Bus Safety Person even though they may hold the required certifications. The School District considers the School Bus Safety Person a separate and specialized position that is critical to the transportation program of the size and of

the quality of service to be operated for the Tuxedo Union Free School District.

For any failure by the Contractor to have a School Bus Safety Person assigned to these Contracts as a multi-location employee or assigned specifically to the operational location of these Contracts, the Tuxedo Union Free School District shall have the right to deduct \$300.00 per day from the monthly payment due the Contractor for such assignment failure. The assignment of a School Bus Safety Person is to begin January 1, 2021.

- 8.8.1.6 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be neatly dressed in a manner appropriate for the transportation of children. These same employees shall be expected to maintain a positive attitude about their work and shall represent the Contractor and the Tuxedo Union Free School District in a positive way.
- 8.8.1.7 The Contractor will provide each driver and 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 Tuxedo Union Free School District. The photo ID shall be issued yearly by the Contractor and shall be at no cost to the Tuxedo Union Free School District.
- 8.8.1.8 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors, including, but not limited to the provision of Section 156.3 of the Regulations of the Commissioner of Education of the State of New York.
- 8.8.1.9 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors.

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

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

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

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

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

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

8.8.1.12 To the extent required by New York State Education Law, all employees hired by the Contractor must be approved for employment by the Tuxedo Union Free School District's Superintendent of Schools or his/her designee. This specifically includes, but is not limited to, all criminal justice clearances required by law or applicable regulation. The Contractor shall submit to the School District no later than one week prior to the first week of school (or after the first week of service if after the school year) for the Home-to-School Contract as well as the Field and Sports Trips Contracts, a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute attendants/monitors

employed to provide the services required hereunder. Said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date and at the time such hiring or termination takes place.

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

The Tuxedo Union Free School District reserves the right to review the Article 19-A file and other records showing conformance with State regulations and School District requirements for each driver and attendant/monitor in service to the School 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 shall not be less than five (5) and the number of stand-by attendants/monitors shall not be less than two (2). These drivers and attendants/monitors cannot be used for any other purpose without the prior express permission of the Tuxedo Union Free School District.

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

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

8.8.1.15 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 School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse ("dry route") their assigned routes until they become familiar with all stops and roads.

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

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

- 8.8.1.16 Kindergarten to Grade 2 children shall not be released without the presence and supervision of a parent and/or a responsible adult designated by the parent, unless the child's parent directs the School District to release the child in writing. If there is no one to meet the child at the bus stop, the student shall be kept on the bus, dispatch must be notified IMMEDIATELY, and the driver shall make a second attempt to release the child at the bus stop to the parent or a responsible adult upon completion of the route. If no one is at the bus stop to receive the child on the second attempt, the child is to be taken to a location designated by the School District.

Drivers of routes containing Kindergarten to Grade 2 students must be informed of the above procedure.

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

providing services hereunder before reaching the student's intended destination, except in the case of an emergency.

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

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

The Contractor will utilize a dedicated radio frequency for vehicles that are assigned specifically to the transportation program of the School District.

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

- 8.8.1.22 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 the Contract.

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

8.8.2 Vehicles

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

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

Based upon current projected usage and program requirements, the School District anticipates the following route vehicles being required for the remainder of the 2020-2021 school year:

Vehicle	Projected 2021 Summer School Session	Projected January 1, to June 30, 2021 Home-to-School Session	Comments
65/66-Passenger Buses		5	At least one of the 65/66-Passenger buses must have dual undercarriage storage compartments
30/35-Passenger Half-Bus		1	
20-Passenger Van	2	5	
	-----	-----	
Total	2	11	

For use in the performance of this Contract, there shall be no full-sized buses of a minimum 65/66-passenger capacity and 30/35-passenger half-buses over ten (10) years old, and there shall be no vans of 20-passenger capacity vans over eight (8) years old. The average age of full-size and half-size buses shall be a maximum of seven (7) years and the average age of 20-passenger vans, including wheelchair vans and suburban vehicles shall be a maximum of five (5) years.

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

Because of the lateness of the issuance of the Bid Specifications and the projected lateness of the granting of the award, the Tuxedo Union Free School District is willing to modify portions of its vehicle requirements and establish a time line during the initial six-month period of the Contract when full compliance with vehicle requirements is to be established. It is understood that such modifications will not compromise any safety requirements.

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

All vehicles must meet all specifications and contain all required features no later than the first day of Summer School for use during the summer session and no later than the first day of the regular school year (or the first day of service during 2020-2021) for use during the regular school year.

Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2015 model year bus would be considered six (6) years old for the July 1, 2021 to June 30, 2022 school year. The fleet age calculation would be performed at the beginning of each school year unless the Tuxedo Union Free School District determines that the Contractor removed "newer" vehicles during the school year once the fleet age calculation was performed. Should the Contractor violate this provision, the Tuxedo Union Free School District reserves the right to terminate the Contract pursuant to the termination procedures as detailed herein.

Buses shall include the following features as a minimum:

- 8.8.2.1.1 All vehicles are to be equipped with high resolution digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 512 GB.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

The use of this equipment shall be in conformance with Tuxedo Union Free School District policy.

For each vehicle, there must be a minimum of four video cameras and sound recording equipment. One must be in the front bulkhead focused towards the rear of bus, one must be over the driver focused partially on the driver and primarily on the entrance well of the bus, and one must be ceiling mounted focused towards the rear of the bus or in the rear bulkhead of the bus focused towards the front of the bus. In addition, one camera is to be installed on the stop arm to enable the School District to participate in the Orange County School Bus Stop Arm Enforcement Program.

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

Prior to March 1, 2021, the Contractor will provide the School District with a minimum of one copy of the necessary software to view and copy the requested video and sound recording records. This shall be without charge to the School District.

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

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

- 8.8.2.1.2 At least one 65/66-passenger bus is to have a dual access undercarriage storage compartment and be available for Field and Sports Trips.

The Contractor must have available each day at least one 65/66-passenger bus and driver for Field and Sports Trips that encompass the morning and the afternoon route times. This bus can be the bus with the dual access undercarriage compartment.

- 8.8.2.1.3 Child Check Mate (or equivalent) child check system must be installed on all buses and vans dedicated to the Tuxedo Union Free School District.

- 8.8.2.1.4 Each vehicle shall be equipped with a two-way radio of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Tuxedo Union Free School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the Tuxedo Union Free School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Tuxedo Union Free School District. These and any other cellular or digital telephones shall be operated consistent with State laws.
- 8.8.2.1.5 When approved car seats and child safety/child restraint securements are needed for specific students, they shall be provided by the Contractor at its expense. Any seats for special education, pre-kindergarten, and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the Tuxedo Union Free School District.
- 8.8.2.1.6 All buses must meet industry standard drawstring tests.
- 8.8.2.2 Full sized buses shall be a minimum of 65/66-student passenger capacity.
- 8.8.2.3 Half-sized buses shall be a minimum of 30/35-passenger capacity.
- 8.8.2.4 Vans shall be of a minimum of 20-passenger capacity. Vans must be air conditioned.
- 8.8.2.5 All vehicles dedicated to the School District must have its name in black letters on its sides – TUXEDO UNION FREE SCHOOL DISTRICT.
- 8.8.2.6 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 Program (IEP). The Business Official or his/her designee(s) reserves the right to reject vehicles to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for immediately replacing those rejected vehicles with acceptable vehicles.
- 8.8.2.7 Bidders are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Tuxedo Union Free School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and

timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Proposal.

8.8.2.8 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 Tuxedo Union Free School District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be for 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.

8.8.2.8.1 The Tuxedo Union Free School District reserves the right to request periodically that the Contractor provides updated **Profiles** if the current **Profile** is not satisfactory to the Tuxedo Union Free School District. It also reserves the right to request current and past Department of Transportation MC300 inspection report forms for vehicles in service to the Tuxedo Union Free School District.

8.8.2.8.2 **Profiles** that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non-performance damages, or cancellation of this Contract are those that have an Out-of-Service (OOS) rate of 10.1% or higher (Passing rate of 89.9% or lower).

8.8.3 Facilities

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

The Contractor must receive prior written permission from the Tuxedo Union Free School District for any routes and/or trips that will be operating from a "park-out" location.

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

to determine their adequacy.

- 8.8.3.3 If the Bidder does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided prior to March 1, 2021. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or leaser shall be provided, and the Tuxedo Union Free School District reserves the right to verify the facility representations made by the Bidder.

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

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

- 8.8.3.4 To assist the Bidder, the Tuxedo Union Free School District will make available without charge its present use of a Town owned lot which is approximately three miles north of the School District campus, and it is at the intersection of Warwick Brook Road and State Route 17. The lot adequately meets the requirements to park the present number of buses and driver as well as attendant/monitor owned vehicles. The lot cannot be used for any fueling or for any significant vehicle repair/maintenance services.

While the School District will provide any snow plowing, the Contractor's drivers are to assist with the movement of buses and removal of snow from the roofs of bus to enable the snow clearance to be performed.

8.8.4 Fuel

- 8.8.4.1 The Tuxedo Union Free School District is looking for pricing for transportation services for the Home-to-School Contract and the Summer School Contract with the School District providing fuel.

Since the School District is providing fuel, it will be for the live miles of operation for those vehicles that are dedicated to the Tuxedo Union Free School District and for the transportation services required by the Home-to-School and the Summer School Transportation Program Contracts.

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

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

To provide further assistance to the Bidder, the Tuxedo Union Free School District will provide fuel through its cooperative arrangement between the School District and the Town of Tuxedo. Fuel will be provided for the direct performance of the transportation services required by the Tuxedo Union Free School District. The Contractor's buses will fuel at the Town's old Highway Department facility located at Warwick Brook Road and State Route 17, Tuxedo. However, the School District's cost of fuel plus any administrative charge by the Town for Home-to-School deadhead miles, Summer School deadhead miles, as well as miles for Field and Sports Trips will be deducted from the payments due the Contractor in May and in June.

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

The amount of fuel furnished will be based upon:

- 8.8.4.1.1 One (1) gallon of diesel fuel for each seven (7) live route miles for 65/66-passenger buses and 30/35-passenger half-buses.
- 8.8.4.1.2 One (1) gallon of diesel fuel for each twelve (12) live route miles for vans of 20-passengers, and wheelchair vans.
- 8.8.4.1.3 One (1) gallon of gasoline for each twelve (12) live route miles for vans of 20 passengers.

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

School District.

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

The Contractor and the Tuxedo Union Free School District shall meet prior to November 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 any industry standard routing software the School District may possess, the average live mileage portion of School District live route miles for a minimum of three (3) consecutive operating days between September 15th and November 15th taken from the Driver Vehicle Inspection Report (DVIR), the Global Positioning System (GPS) software, the routing/transportation management software, 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 School District.

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

- 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 Tuxedo Union Free School District can pay the Contractor the current State contract value of the amount of fuel owed at the School District's option.

- 8.8.4.2.2 If the amount of fuel provided is in excess of the amount of fuel allocated, the Tuxedo Union Free School District will deduct from the May and/or June monthly payment, or at some other time that may be mutually agreed upon by both parties, the value of the excess fuel that was provided at the time of delivery.

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

- 8.8.4.3 The Tuxedo Union Free School District will provide a readjustment of the fuel allowance for any route where the live mileage changes permanently by five percent (5%) or more.

8.8.4.4 In the event the Tuxedo Union Free School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the School District at the state contract price upon submission of approved written receipts. Any local, State, and/or Federal taxes due shall be the responsibility of the Contractor.

8.8.4.5 If the Contractor does not have a fuel tank to receive fuel it is required to order, the Tuxedo School District will make periodic payments to the Contractor throughout the school year for the State contract value, less taxes, of the fuel owed.

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

8.8.4.6 The Tuxedo Union Free School District will not allow the Contractor to locate a fuel tank at the location of any of the School District's schools nor will it allow for any "wet fueling" of the Contractor's vehicles on its property.

8.8.4.7 The Tuxedo Union Free School 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 must be included in the proposed estimate of costs at the time the request is made.

The Tuxedo Union Free School District will not reimburse the Contractor for any meals nor will it reimburse the Contractor for any admission costs for any event for drivers as well as for attendants/monitors for Field and Sports Trips.

Tolls for any live miles to transport special education, private/parochial, and/or dislocated students will be reimbursed by the School District upon receipt of approved receipts. Tolls for deadhead miles will not be reimbursed unless special arrangements are made with the School District at the beginning of the transportation service.

8.8.6 Transition Plan

8.8.6.1 The Tuxedo Union Free School District may require the Successful Bidder to submit a Transition Plan to the School District after being notified that it is eligible for the Contract(s). Such Transition Plan is subject to approval by the School District. Failure to provide a

satisfactory Transition Plan after being notified that it is eligible for the Contract(s), may cause the Bidder 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 Tuxedo Union Free School District ; hiring of personnel; securing vehicles; installation of fuel tank(s), if required or needed; and the procedures and the time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the Tuxedo Union Free School District's approval of the Transition Plan.

8.8.6.2 The Transition Plan must include, at a minimum, a plan for meeting all requirements. Such requirements may include newer vehicles, video and sound recording equipment, GPS, and a child check system on vehicles; a full-time School Bus Safety Person; and the ability to use the routing software that the School District may provide.

8.8.6.3 The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the School District will work jointly with the Contractor in the development and the implementation of the Transition Plan, the primary responsibility for the Plan rests with the Contractor.

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 Tuxedo Union Free School District reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students shall enter and leave vehicles at the curb or roadside (except special education students who may have specialized loading requirements), and at no time are students to be transported off the public highways, except in compliance with the specific direction of the School District.

8.10 ROUTE SCHEDULING

8.10.1 Utilizing Traversa from Tyler Technologies as its student transportation management system, route scheduling will be performed by the Tuxedo Union Free School District with the help and cooperation of the Contractor when needed. Routes will be provided to the Contractor by the School District no later than two weeks prior to the start of school of each school year (and two weeks prior to the start of the Contract(s) if after the start of the school year). The School District reserves the right to review and receive copies of all routes established by the Contractor where such routes are contracted on a per student

basis and may contain students from other school districts, schools, or agencies, upon approval of the School District. All routes transporting School District students shall be planned to maximize efficiency and minimize costs to the School District.

Route scheduling for routes shared with other School Districts will be performed by the Contractor. The School District will receive detailed information on these routes including a description of how the route is traversed and the time as well as the location of bus stops to pick-up/drop-off School District students as well as the drop-off/pick-up time at the school or agency location of School District students. As shared route information changes, the School District must be informed within three (3) business days.

After dedicated routes are established, no route changes are to be made by the Contractor without the prior permission of the School District's Business Official or his/her designee. An exception is route changes made necessary due to the addition and/or removal of students from the route.

- 8.10.2 If necessary, the Tuxedo Union Free School District shall make available remotely to the Contractor access to its routing and transportation management software, Transversa. The Contractor will have access to the School District's routing data, enabling the Contractor to view this data on interactive maps, and print as well as e-mail information as needed.

The School District will be responsible for the license and the annual support fee for the routing software. However, the Contractor will be responsible for the cost of any training (initial, on-going, and additional) of its dispatching/management personnel in the efficient use of this software. Such initial training shall be provided by the Contractor for its dispatching/management personnel prior to February 1, 2021 or within 30 days after the hiring of new dispatching/management personnel.

- 8.10.3 After dedicated routes are established, no route changes are to be made by the Contractor without the prior permission of the School District's Business Official or his/her designee.
- 8.10.4 The Tuxedo Union Free School District also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions may not be interpreted as including revisions due to double sessions, staggered sessions or the like.
- 8.10.5 Given the unique requirements of special education and dislocated 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 Tuxedo Union Free School District.

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

- 8.10.6 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 Tuxedo Union Free School District.

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

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

When schools are closed (for any reason, including "Acts of God"), transportation will be furnished on such other days as the Board of Education declare as 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 Tuxedo Union Free School District's calendar. However, if school is in session, transportation must be provided on Election Day and President's Day (Washington's and Lincoln's [or President's] Birthday celebration).

- 8.10.8 Under the Home-to-School Contract, it is understood that on those days that the Tuxedo Union Free School District schools are closed and the non-public schools to which students are transported by the School District are open, the Contractor will furnish any required transportation to those non-public schools under the terms and conditions of this Contract. Transportation will be provided to the non-public schools to the maximum of the number of operating days of the School District.

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.

8.10.9 Each vehicle 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 School District's Business Official or his/her designee.

8.10.10 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Tuxedo Union Free School District.

8.10.11 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:

8.10.11.1 Tuxedo Union Free School District-wide noon dismissals when required.

8.10.11.2 Early dismissals as per calendars provided by the Tuxedo Union Free School District, including during the month of September and late activity schedules as per published schedule

8.10.11.3 Comparable transportation from BOCES and all non-public schools covered by this Contract on days when the Tuxedo Union Free School District has other than regular dismissals

8.10.11.4 Early and special dismissals of any and all public and non-public schools as well as special education locations for parent conferences, special events, emergencies, etc.

8.10.11.5 Comparable transportation for special education locations on days when the Tuxedo Union Free School District schools are closed for any reason and the special education locations are open

8.10.11.6 Dismissal as required during January and June examination weeks in the high school and the middle school

8.10.11.7 Dismissal as required during June examination week at the middle and the elementary schools of the Tuxedo Union Free School District as well as any and all non-public schools to which transportation is provided under the Contract

8.10.12 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 student decimal in a complete and a-timely manner as deemed necessary by the Tuxedo Union Free School District. This information will be provided without charge to the Tuxedo Union Free School District. Failure to meet this requirement will cause the Tuxedo Union Free School District to initiate the liquidated damages provided under Section 8.16.17 of these Specifications.

8.10.13 TRIAL ROUTES

Prior to the first day of service starting in January 2021, each regular driver will make at least one (1) trial AM and one (1) trial PM route to include all stops assigned on the route. Effective with the 2021-2022 school year, this will be done within two (2) weeks prior to the first day of service. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the students, and the Contractor shall advise the Tuxedo Union Free School District of the same. Contractor must provide written verification of this trial route process to the Tuxedo Union Free School District no later than one week prior to the start of school of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and related times.** There will be no cost or charge to the Tuxedo Union Free School District for providing these mandated trial routes 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 Tuxedo Union Free School District, the School District's Business Official or his/her designee(s) must be notified immediately, and the School District accident procedures shall be followed. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be promptly prepared by the Contractor. Copies shall be forwarded to the School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event.

The Tuxedo Union Free School District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

The Tuxedo Union Free School District reserves the right to have a driver involved in what it deems a preventable accident reassigned from service to the School District and to complete an approved retraining program prior to returning to service; provided, however, that depending upon the circumstances of the accident, the School District shall have the option to require that the driver be permanently reassigned. The cost of the 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 Bus Safety Drills: The Contractor shall be responsible for providing practice and instruction with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather including, but not limited to, poor driver visibility, reduced vehicular control, and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the Tuxedo Union Free School District.

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

The Tuxedo Union Free School District requires at least one Bus Safety Drill during the first five days of the Summer School transportation service.

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

- 8.11.3 Cooperative Transportation: Subject to Law and Commissioner's Regulations, the Contractor agrees to cooperate fully with the Tuxedo Union Free School District's policy/practice of cooperative transportation with other School Districts, schools, agencies, and BOCES.
- 8.11.4 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. With the exception of the

four school bus drivers that may be employed directly by the School District, the cost of such instruction shall be paid by the Contractor. Additionally, drivers and attendants/monitors assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and attendants/monitors shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

At no additional cost to the Tuxedo Union Free School District, bus drivers and attendants/monitors shall receive specific training in student behavior management and in child abuse recognition/reporting. Such training shall be reviewed in each of the two State Education Department mandated refresher courses and included in the three-hour pre-service course for new drivers.

In addition, at no additional cost to the School District, drivers and attendants/monitors shall be trained in the administration of epinephrine auto injection (such as epi-pen), the use of specialized equipment, and in Crisis Prevention Intervention (CPI) for specific students identified by the School District.

Upon request, the Contractor will provide the Tuxedo Union Free School District with attendance sheets verifying each driver's and each attendant's/monitor's attendance at the required instructional program(s) as well as a copy of any instructional plans and materials.

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

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

Vehicle inspections shall ensure the operating condition of the vehicle's GPS, two-way means of communication, and video cameras and recording devices.

The Tuxedo Union Free School District will accept as a vehicle inspection methodology by drivers the use of an Electronic Verified Inspection Reporting (EVIR) system. However, vehicle inspection records established by EVIR methodology shall also be made available to the School District's Business

Official or his/her designee upon request.

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

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

The above early dismissal schedule shall be at no additional cost to the Tuxedo Union Free School District.

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

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

- 8.11.8 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Tuxedo Union Free School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with

the service provided to the School District for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the School District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by School District personnel.

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

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

8.12 BASE PROGRAM BID

The initial Base Program Bid for the Transportation Contracts shall be for a

Transportation Program for the July 1, 2021-June 30, 202s 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 Tuxedo Union Free School District operation require an increase or decrease in the number of vehicles needed to operate properly the program, the Contract shall be amended to reflect the change by using the Bid amount quoted on the "Pricing Sheets". Such modifications shall reflect any appropriate renewal increases.

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

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

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

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

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

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

A clause shall be inserted in all specifications or Contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of July, 2001, or by a fire district or any agency or official thereof on or after the first day of July, 2001, for work or services performed or to be performed, or goods sold or to be sold, to provide that:

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

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

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

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

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

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

8.14.5 The Bidder certifies, under penalty of perjury, that the Bidder has implemented a written policy addressing sexual harassment prevention in the workplace and

provides annual sexual harassment training to all employees. Such policy shall, as a minimum, meet the requirements of Section 201-q of the New York State Labor Law.

8.15 CONTRACT

The Successful Bidder shall be required to execute a Contract(s) on the appropriate form furnished by the Commissioner of Education which shall contain such additional provisions as are contained in the Contract Documents, including these Bid Specifications (and which shall, in any event, be deemed to be incorporated by reference into the Contract). The Contract shall be subject to the approval of the Superintendent of Schools and the Commissioner of Education. A copy of such Contract is available for inspection at the School 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.

8.16 LIQUIDATED DAMAGES

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

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

8.16.1 If at any time the Contractor does not provide the required number and/or type of vehicle, drivers, or attendants/monitors for any base Bid programs under the Contract, the Board of Education shall deduct from their monthly payment the cost of the vehicle and/or the cost of the attendant/monitor for that day, plus \$100.00 per vehicle and/or \$100.00 per attendant/monitor.

8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the Tuxedo Union Free School District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00 per vehicle.

- 8.16.3 If the Contractor utilizes vehicles in service to the Tuxedo Union Free School District that does not meet the requirements stated in Section 8.8.2 of these Specifications, the School District shall deduct from the monthly payment the sum of \$100.00 per day for each vehicle operating in violation of the vehicle requirements.

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

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

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

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

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

If at any time the Contractor does not have the required attendant/monitor on a vehicle, or uses an attendant/monitor in the performance of this Contract who has

not been approved by the Superintendent of Schools or his/her designee for the specific school year, and/or uses an attendant/monitor who does not meet the requirements of the State of New York or of this Contract, the Tuxedo Union Free School District reserves the right to deduct \$100.00 per day plus the daily charge for the attendant/monitor from the monthly billing for service for each attendant/monitor so employed.

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

8.16.11.1 As a minimum, the Contractor must have available during each day school is in session for the Home-to-School contract at least one 65/66-passenger bus and driver for Field and Sports Trips that can operate during the AM and the PM route times. If the Contractor does not meet this minimum requirement, and this causes the Tuxedo Union Free School District to have to seek Field and Sports Trips transportation services from another Contractor at a higher cost, the excess cost will be deducted from any monthly payment due to the Contractor holding the School District's Field and Sports Trips contract.

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

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

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

Damages for missed/late Tuxedo Union Free School District Field and Sports Trips where the driver is unaware of the trip location or the most efficient way to travel to/from the location shall not be held or be part of the accumulation of damages held in abeyance that are described in Section 8.16.13 of these Specifications. They shall be

collected from the monthly payment to the Contractor for the month the violation occurred.

- 8.16.11.4 The Tuxedo Union Free School District shall have the right to terminate the Field and Sports Trip Contract upon ten (10) days written notice at the end of a total of ten (10) trips where the Contractor has been unable to provide the minimum of one 65/66-passenger trip bus during the current and previous years and/or has been late or missed a trip that also includes the current and previous years.
- 8.16.12 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes (including bus stops) without prior Tuxedo Union Free School District approval. If such unauthorized changes are made, the School District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.
- 8.16.13 The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Tuxedo Union Free School District expects the Contractor to maintain a DOT passing rate of at least 90.0% (OOS of no more than 10.0%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation **Bus Inspection System Operator Profile** (for the fleet servicing the Tuxedo Union Free School District) no later than 30 days from receipt but not later than August 15th following the end of the March 31st, reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Tuxedo Union Free School District does not eliminate the mandate.

If the DOT inspection rate does not achieve the 90.0% passing rate level, the School District reserves the right to require the Contractor to take corrective action to achieve the minimum of 90.0% passing level of DOT inspections. The School District reserves the right for review and approval of the action plan as well as to monitor its implementation for the vehicles transporting its students to and from school and/or special education locations.

- 8.16.13.1 The Tuxedo Union Free School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the School District may incur to assist the School District in any review, approval, or monitoring of the action plan by any specialist of its choosing.

- 8.16.13.2 If the DOT passing rate is 82.4% passing or less at the terminal from which the fleet operating this Contract is located, the School District reserves the right to assess damages of \$2,500 from the

monthly payment to the Contractor for each vehicle transporting Tuxedo School District students reported as failing under the “A” or “B” inspection criteria and reserves the right to terminate the Contract upon 60 days’ prior written notice to the Contractor.

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

- 8.16.14 Buses are required to carry proper identification signs, pursuant to these Specifications. This identification is essential for the school’s staff and students to identify the buses. Buses displaying no identification, multiple identifications, or wrong identifications, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the Tuxedo Union Free School District reserves the right to levy a cost of \$100.00 per day per bus as liquidated damages for each bus route operating in violation of these requirements.
- 8.16.15 If the Contractor fails to meet any of the requirements in these Specifications, the Contractor shall be liable to a liquidated damages deduction of \$300 a day for such failure from the monthly payment for each occurrence.
- 8.16.16 The Tuxedo Union Free School District requires all route and spare buses as well as Field and Sports Trips buses operating for the School District to meet all vehicle requirements. A \$250 per day per bus liquidated damages deduction may be assessed from the monthly payment due the Contractor for violation of this mandate.
- 8.16.17 The Tuxedo Union Free School District shall have the right to terminate the Contract at the end of the current school year where the Contractor has failed to meet its obligation under the Contract, as evidenced by non-performance liquidated damages pursuant to this Section 8.16, which equals or exceeds \$5,000.00 in any single Contract Year, \$7,500.00 in any two consecutive Contract years, or \$10,000.00 in any three consecutive Contract years. It is understood and agreed by the Bidder that the assessment of penalties set forth in this Section 8.16 above shall be in addition to the right of the School District to terminate this Contract for any of the reasons set forth in these documents, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the School District shall also have the remedies to which it is entitled pursuant to the applicable sections of the Contract documents. The rights of the School District under this paragraph shall not impede or limit the rights of the School District pursuant to any applicable section(s) of the Contract documents and shall be in addition thereto.

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

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

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

APPENDIX A

TUXEDO SCHOOL DISTRICT TRANSPORTATION PROGRAM

The Tuxedo Union Free School District encompasses the village of Tuxedo Park and the hamlets of Arden, Eagle Valley, Indian Hill, Southfields, and Sterling Forest in the southeastern portion of Orange County, New York, near New York State Route 17 and the New York State Thruway. The School District is within the southern part of the Town of Tuxedo.

According to the most recent information from the State Education Department, the Tuxedo School District is 25.53 square miles and has a 2017 K-12 enrollment of 252 public school students. Based upon this student enrollment information, the School District has 9.870 students per square mile.

Currently, the Tuxedo Union Free School District provides transportation for all resident public school students to its two in-School District school buildings utilizing a single-tier system. The two school buildings are located on the same campus and are in close proximity to one another. Transportation services are also provided to resident students who elect to attend private/parochial schools that are within 15 miles of their residence and to special education students whose Individual Educational Program (IEP) requires them to attend a school other than the School District’s public schools.

Initially, the School District owned its buses. However, because of age and condition, it had to lease buses, and these were secured from Matthews Buses, Inc. The 12 buses the School District leased coupled with the three buses retained constitute the vehicles used for the School District’s transportation program. The lease agreement was for one-year, and it required voter approval for any extension. As a result of the defeat on two occasions to extend the lease agreement, the School District is outsourcing its transportation program in order to meet its mandate to transport students to/from school.

Information on the present fleet being utilized by the School District is shown in the chart below.

Present 2020-2021 School Year Fleet Information						
	65/66- Passenger Buses	34- Passenger Half-Bus	30- Passenger Half-Bus	22- Passenger Van	20- Passenger Van	Total
Total Leased from Matthews Buses (1)	6	1	1		4	12
Total Owned by School District				2		2

Total	6	1	1	2	4	14

(1) Lease expires December 31, 2020.

Vans transporting special education students must be air conditioned and have an attendant if required by the students’ IEP.

To operate its transportation program, the School District utilizes four full-time School District employees and 11 part-time drivers. The four full time employees drive the four 65/66-passenger buses used for in-School District transportation services and then perform other functions within the School District buildings. The four full-time drivers are salaried while the part-time drivers and the attendants/monitors are paid on an hourly basis. In addition, there is a full-time and salaried Transportation Supervisor who is very knowledgeable of the transportation program and provides the necessary oversight of the program.

The buses are parked on a vacant lot approximately three miles north from the school buildings. Limited parking exists for the buses and the private cars of drivers and attendants/monitors. Also, personal accommodations on site for drivers and attendants/monitors are very limited. Furthermore, there are no repair or maintenance facilities at the location. These services are provided by Matthews Buses for the leased buses and by a local vendor for the School District’s present and past buses.

Presently, the expectation is that the contracted transportation service will begin immediately following the expiration of the school bus lease agreement with Matthew Buses, Inc. Since the lease agreement expires on December 31, 2020, this will be on January 1, 2021.

The Tuxedo Union Free School District will not accept Bids for any partial or limited number of routes.

2019 Summer School Transportation Information

List	School	Location	Students Transported	Aides	Live Hours
1	Jesse J. Kaplan School of Rockland BOCES	65 Parrot Road West Nyack, NY	2	1	4
2	Rockland BOCES	65 Parrott Road West Nyack, NY	4	1	4
			----	----	
Total			6	2	

No student transportation program for the summer of 2020.

Present 2020-2021 Tuxedo School District Schools

List	School	Grades	Address	Students Transported	Number of Buses	Comments
1	George F. Baker High School	7-12	1 Tornado Drive Tuxedo Park, NY	Grades K-12 combined on four large buses	4	One 65/66-passenger bus can be combined with the transportation service to the Tuxedo Park School.
2	George Grant Mason Elementary School	K-6	11 Hillside Avenue Tuxedo Park, NY			
				----	----	
Total				174	4	

The start/end time schedule for both schools are 8:00 am to 2:48 pm.

Present 2020-2021 Private/Parochial Schools

List	School	Address	Students Transported	Comments
1	Academy of Saint Paul	187 Wyckoff Avenue Ramsey, NJ	12	Route can be combined with St. Joseph Regional High School.
2	Don Bosco Preparatory High School	492 Franklin Turnpike Ramsey, NJ	9	Route can be completed prior to a route by an in-School District 65/66-passenger bus. The bus can then complete a route to Suffern High School.
3	Saint Joseph Regional High School	40 Chestnut Ridge Road Montvale, NJ	2	Route can be combined with the Academy of St. Paul.
4	Tuxedo Park School	Mountain Farm Road Tuxedo Park, NY	10 5	Tuxedo Park dismissal at 3:00 pm Tuxedo Park dismissal at 4:00 pm

	Total		38	

Present 2020-2021 Special Education Locations

List	School	Address	Students Transported	Number of Aides (1)	Comments
1	Clearview School	4080 Albany Post Road Briarcliff Manor, NY	1		
2	Jesse J. Kaplan School of Rockland BOCES	65 Parrot Road West Nyack, NY	3	1	Route can be combined with the Link Elementary School.
3	Link Elementary School	51 Red Hill Road New City, NY	2		Route can be combined with the Jesse J. Kaplan School. Parents drive students from school in PM.
4	Orange-Ulster BOCES Special Education	53 Gibson Road Goshen, NY	1		Parent drives student to/from school.
5	Pearl River Middle School	520 Gilbert Avenue Pearl River, NY	1		Route can be combined with South Orangetown Middle School.
6	Riverview High School	131 N Midland Avenue Nyack, NY	2		
7	South Orangetown Middle School	160 Van Wyck Road Blauvelt, NY	3		Route can be combined with Pearl River Middle School.
8	Suffern High School	49 Viola Road Suffern, NY	2		Route can be combined with Don Bosco Preparatory High School.
9	Tappan Zee Elementary School	561 Route 9W Piermont, NY	1	1	
10	Tappan Zee High School	15 Dutch Hill Road Orangeburg, NY	0		The one student attending this school selected a remote educational structure.
			-----	-----	
	Total		16	2	
(1) Payment for aides (attendants/monitors) will be for the same number of live hours as payment for the vehicle to which the aide is assigned.					

2020-2021 Transportation Program Structure

Route	Vehicle	Schools	Approximate Number of Live Hours	Comments
1	65/66-Passemer	In-School District Public Schools	4	
2	65/66-Passenger	In-School District Public Schools	4	
3	65/66-Passenger	In-School District Public Schools Late Bus at 3:00 pm	5	The one additional hour is for the late route. The late route can be assigned to any one of the three buses dedicated to just in-School District routes.
4	65/66-Passenger	Don Bosco High School In-School District Public Schools Suffern High School	5	
5	65/66-Passenger	Academy of Saint Paul Saint Joseph High School	5.5	
6	65/66-Passenger	Spare	0	
7	30/35-Passenger	Tuxedo Park School	4.5	
8	20-Passenger	Orange-Ulster BOCES C-Tech	4.5	Van lays-over at school.
9	20-Passenger	Tappan Zee Elementary School Pearl River Middle School South Orangetown Middle School	6.5	
10	20-Passenger	Riverview High School	4	
11	20-Passenger	Jesse J. Kaplan School Link Elementary School	5.5	
12	20-Passenger	Clearview School	5	
13	20-Passenger	Spare	0	
Excluding spare vehicles, the School District's request in the Bid submission is for 11 vehicles – five (5) 65/66-passenger buses, one (1) 30-passenger half-bus, and five (5) 20-passenger vans.				

APPENDIX B

TRANSPORTATION GUIDELINES THAT ARE TO BE FOLLOWED FOR THE TUXEDO UNION FREE SCHOOL DISTRICT DURING THE COVID-19 CRISIS

In the event that the COVID-19 Crisis continues beyond the 2020-2021 school year, and the student transportation service operating under these RFP specifications continues to be affected by this Crisis, the additionally developed and required transportation guidelines listed below and that operated during the 2020-2021 school year will continue to be followed.

Tuxedo School District schools will conduct transportation activities that are consistent with State-issued public transit guidance and New York State Education Department School Reopening Guidelines. Students and school staff must wear acceptable face coverings at all times on school buses (e.g., entering, exiting, and seated) and must maintain appropriate social distancing to the extent practicable.

Students who are able will be required to wear masks and social distance on the bus to the extent practicable; however, students whose physical or mental health would be impaired are not required to wear a face covering, but must be appropriately socially distanced. Members of the same household may be seated within six (6) feet of each other. Parents and legal guardians are encouraged to drop-off or walk students to school to reduce density on buses.

All buses that are used every day by school districts and by contract carriers will be cleaned/disinfected once a day. High contact spots will be wiped down after the morning (AM) and afternoon (PM) run depending upon the disinfection schedule.

School buses shall not be equipped with hand sanitizer due to its combustible composition. School bus drivers, monitors and attendants must not carry personal bottles of hand sanitizer with them on school buses.

Wheelchair school buses will configure wheelchair placement to ensure social distancing of six (6) feet.

Whether school is in session remotely or otherwise, student transportation will be provided to nonpublic schools (parochial and private), charter schools, and BOCES locations as well as for students whose Individualized Education Programs (IEPs) have placed them in out-of-district schools that are meeting in in-person sessions.

All students are entitled to transportation by the School District to the extent required by law. Transportation Departments do not have the ability or the right to deny transportation for children who are in foster care, dislocated, or attend private or charter schools. Parents who may have missed the submission date to request out-of-School District transportation due to a reasonable excuse, and have been denied transportation services for their child by the School District due to a late request, may file an appeal under Education Law §310 with the Commissioner of Education.

CLEANING AND DISINFECTING

Refer to the CDC cleaning standard operating procedures guidance for further information.

- Buses and other transportation vehicles will be cleaned and disinfected daily.
- High Touch Surfaces include:
 - Bus seats and seat backs
 - Seat belts
 - Door handles, handrails
 - Driver operator area
- Cleaning and disinfecting products approved by the EPA will be used according to instructions.
- Eating and drinking will be prohibited on the bus

BUS PROTOCOLS FOR A REPORTED CASE OF COVID -19 ON A SCHOOL BUS

- The Tuxedo Public Schools' Transportation Coordinator will be notified of the reported case; the School District will then notify the building administration, and a plan will be implemented to contact parents of students on that bus.
- The bus will be taken out of service for 24 hours before the bus can be used again after a report of COVID-19. The bus will be disinfected following CDC guidelines.

STUDENTS ON TRANSPORTATION

- Students must wear a mask on a school bus. Students who are unable to tolerate medically a face covering, including students where such covering would impair their physical health or mental health, are not subject to the required use of a face covering;
- Students must socially distance six (6) feet separation) on the bus, when practicable;
- Students who do not have a mask can NOT be denied transportation. If a student did not have a mask, a mask will be provided by the bus driver.

TRAINING (OFFICE PERSONNEL, DRIVERS, MECHANICS, AIDES) WILL BE PROVIDED BY CONTRACTED BUS COMPANY FOR ITS EMPLOYEES IN THE FOLLOWING:

- Hazard Communication/Right-To-Know
- Personal Protective Equipment
- Exposure Control/Bloodborne Pathogen
- COVID Awareness
 - New cleaning protocols
 - Handwashing
 - Face Covering
 - Personal Health and Hygiene
 - Special working conditions with face coverings

REQUIRED PERSONAL PROTECTIVE EQUIPMENT (PPE)

- Disposable gloves
- Face Covering/Mask
- Face Shield (if applicable)

TRANSPORTATION COMMUNICATION

- Tuxedo Public Schools will emphasize to parents and students that its contracted student transportation vehicles have been thoroughly disinfected.
- Tuxedo Public Schools will communicate with parents and students that contracted student transportation vehicles are included in the School District's COVID-19 plans, and how students and parents will participate in ensuring safety and minimizing infection while utilizing School District provided transportation services.

ROUTING

- Limit rotation of substitute drivers and aides if possible
- Limit student movement between bus routes
 - Students are not allowed to ride different buses on different days of the week.

LOADING/UNLOADING & PICKUP/DROP-OFF

- Students shall be seated in sequential route order. First student on the bus sits in the back, when going to school, last student off sits in the back when going home from school, when possible.
- Dismissal times may be staggered to best suit building needs and to promote social distancing
- Adjustments will be made by buildings:
 - Provision for unloading and entry, and loading and departure
 - Route timing which will be affected by delayed loading/unloading processes
 - Arrival and departure activities shall be supervised to ensure social distancing

TRANSPORTING TO OUT-OF-SCHOOL DISTRICT LOCATIONS

- Tuxedo Public Schools will be transporting students to out-of-School District placements and will follow similar protocols as previously described

APPENDIX C

Pursuant to Section 8.8.2.6, I hereby certify that the following is a list of those vehicles that will be utilized in the performance of this contract.

Bidder's Name: _____

Authorized Signature: _____

Bus No. (If Known)	Chassis Year	Chassis Manufacturer	Body Manufacturer	Student Capacity	Fuel Type (D/G)

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. Vehicles providing services to the Tuxedo Union Free School District must conform to the requirements contained in Section 8.8.2

Initial

APPENDIX D

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

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

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

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

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

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

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

Contractor:

Signature _____ Date _____

Initial

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

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify the Tuxedo Union Free School District, the Tuxedo Union Free School District Board of Education, and any officer, agent, servant or employee of the Tuxedo 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 under the contract except for such injury or damage arising out of negligence or willful misconduct of the Tuxedo Union Free School District, the Tuxedo Union Free School District Board of Education, its officers, agents, servants, or employees;
- (b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any neglect, act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Tuxedo Union Free School District, its offices, agents, servants, or employees.

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

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

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

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2020.

_____ (Notary Public)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2. of the Request for Bid due December 15, 2020, the following is to be provided within 72 hours of the Tuxedo Union Free School District 's request.

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

 Initials: _____

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

 Initials: _____

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

 Initials: _____

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

 Initials: _____

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

Print Date: _____

Bidder's Name: _____

**STUDENT TRANSPORTATION BID
FORM-OF-BID INFORMATION
December 15, 2020**

Board of Education
Tuxedo Union Free School District
1 Tornado Drive
Tuxedo Park, New York 10987

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

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

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

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

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

1. Each Bidder will submit their Bids on the pricing sheets contained with this Bid document.
2. If the Bidder is a corporation, is it incorporated in New York?
 Yes No If No, it must be authorized to do business in New York.
3. Address of Bidder's operating location for this Contract:

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

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

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

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

4. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Document Package including the Instructions to Bidders, General Conditions, Certifications, and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

5. For Bidders who have not provided transportation services to the Tuxedo Union Free School District within the last three school years, the Bidder must list a minimum of three (3) School District references (preferably in New York State) for which it has provided school transportation services within the last three school years.

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

6. Pursuant to Specifications 8.8.2.6, vehicle list of Contractor must be included with the Bid on Appendix B.
7. These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract(s) by the Tuxedo Union Free School District. The Bidder's endorsement below signifies that the Bidder is aware of all required information, and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the School District has the sole discretion to determine the best Bid(s) to meet its needs.

Very truly yours,

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**TUXEDO UNION FREE SCHOOL DISTRICT
HOME-TO-SCHOOL TRANSPORTATION BID
PRICING SHEET-1 – Fuel Provided by the School District**

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of December 15, 2020

Bidder's Name: _____

Four-and-A-Half-Year Contract

Four-and-A-Half-Year Contract Period			
January 1, 2021 to June 30, 2021 Home-to-School Transportation Contract			
	65/66- Passenger Buses	30/35- Passenger Half-Bus	20- Passenger A/C Van
Charge for Four (4) Daily Live Hours	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$		\$
Charge per Live Hour for Excess Live Hours			\$
School District will provide fuel for live miles. All pricing for all Bids must be progressive or not less than the previous live hour charge.			

Home-to-School Contract		
January 1, 2021 to June 30, 2021 Attendant/Monitor Transportation Services		
Four-and-A-Half-Year Contract	Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van – a minimum of four (4) daily live hours.		

Percentage Increase for Home-to-School Transportation Services Contract				
	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024	Percentage Increase for 2024-2025
Four-and-A-Half-Year Contract	%	%	%	%

Contract Alternatives for Four-and-a-Half-Year Contract Period

Contract Alternate No. 1					
Percentage for 100% Performance Bond for Home-to-School Contract					
Contract Period	Percentage for January 1, 2021 to June 30, 2021	Percentage for 2021-2022	Percentage for 2022-2023	Percentage for 2023-2024	Percentage for 2024-2025
Four-and-A-Half-Year Contract	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

Contract Alternate No. 2.1		
Acceptance of Having for Four Existing School District Employees Drive A School Bus Provided by the Bidder to Transport the School District Students To/From the School District's Designated Schools		
Four-and-A-Half-Year Contract	Yes _____	No _____
See Section 8.4.2 of the Bid Specifications		

Contract Alternate No. 2.2			
Daily Price per Bus with School District Provided Driver			
	65/66-Passenger Buses	30/35-Passenger Half-Bus	20-Passenger A/C Van
Charge for Four (4) Daily Live Hours	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$	\$	\$
Charge per Live Hour for Excess Live Hours	\$	\$	\$
School District will provide fuel for live miles. All pricing for all Bids must be progressive or not less than the previous live hour charge.			

Contract Alternate No. 2.3	
Daily Live Hourly Rate for Substitute Driver If the School District Driver Is Absent or Otherwise Unable to Drive the Contractor Provided School Bus	
Rate per Live Hour	\$ _____
The School District will pay for a minimum of four live hours for a substitute driver. For calculation purposes for a Bid award, the total number of absent hours for all four School District drivers will be 86 hours.	

Is the Bidder willing to accept the award of the Home-to-School Contract without the award of the Summer School Contract?

Yes _____ No _____

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

Yes _____ No _____

Home-to-School Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**TUXEDO UNION FREE SCHOOL DISTRICT
SUMMER SCHOOL TRANSPORTATION BID
PRICING SHEET-2 – Fuel Provided by the School District**

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of December 15, 2020

Bidder's Name: _____

Four-Year Contract

Four-Year Contract Period	
2021 Summer School Transportation Contract	
	20- Passenger A/C Van
Charge for Two (2) Daily Live Hours	\$
Charge for Three (3) Daily Live Hours	\$
Charge for Four (4) Daily Live Hours	\$
Charge per Live Hour for Excess Live Hours	
School District will provide fuel for live miles. All pricing for all Bids must be progressive or not less than the previous live hour charge.	

Summer School Contract		
2021 Summer School Attendant/Monitor Transportation Services		
Four-Year Contract	Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van – a minimum of four (4) daily live hours.		

Percentage Increase for Summer School Transportation Services Contract			
	Percentage Increase for 2022	Percentage Increase for 2023	Percentage Increase for 2024
Four-Year Contract	%	%	%

Contract Alternatives for Four-Year Contract Period

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

Is the Bidder willing to accept the award of the Summer School Contract without the award of the Home-to-School Contract?

Yes _____ No _____

Is the Bidder willing to accept the award of the Summer School Contract without the award of the Field and Sports Trips Contract?

Yes _____ No _____

Summer School Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**TUXEDO UNION FREE SCHOOL DISTRICT
FIELD AND SPORTS TRIPS TRANSPORTATION BID
PRICING SHEET-3 – Fuel Provided by the Contractor**

Bid to provide student transportation services pursuant to the Specifications with a Bid submission date of December 15, 2020

Bidder's Name: _____

Four-and-A-Half-Year Contract:

Field and Sports Trips Transportation Program January 1, 2021 to June 30, 2021	
	65/66-Passenger Bus
Charge per Hour for Driving Time	\$
Charge per Hour for Waiting Time	\$
Contractor will provide fuel. At least one 65/66-passenger buses must have a dual access undercarriage compartment and be available during the afternoon route time. For driving time and for waiting time, payment will be made in 15-minute increments rounded to the nearest quarter hour after the first hour.	

Percentage Increase for Field and Sports Trips Transportation Services Contract				
Four-and-a-Half-Year Contract Period				
	Percentage Increase for 2021-2022	Percentage Increase for 2022-2023	Percentage Increase for 2023-2024	Percentage Increase for 2024-2025
Four-and-A-Half-Year Contract Period	%	%	%	%

Contract Alternatives for Four-and-A-Half-Year Contract Period

Contract Alternate No. 1					
Percentage for 100% Performance Bond for Field and Sports Contract					
Contract Period	Percentage for January 1, 2021 to June 30, 2021	Percentage for 2021-2022	Percentage for 2022-2023	Percentage for 2023-2024	Percentage for 2024-2025
Four-and-A-Half- Year Contract	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

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

Yes _____ No _____

Is the Bidder willing to accept the award of the Field and Sports Trips Contract without the award of the Summer School Contract?

Yes _____ No _____

Field and Sports Trips Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

NON-COLLUSIVE BID OR BID CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: _____

I. GENERAL BID CERTIFICATION

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

II. NON-COLLUSIVE BID CERTIFICATION

By submission of this Bid the Bidder certifies as follows:

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

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

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

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

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM

THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible Bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the Bid if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The Tuxedo Union Free School District makes a determination, in writing, that the goods or services are necessary for the School District to perform its functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

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 New York State Finance Law.

Subscribed and sworn to before me

this _____ day of _____, 2020

(Person, Firm, or Corporation)

Notary Public

(Authorized Signature)

Commission Expires _____

**SEXUAL HARASSMENT WRITTEN POLICY & TRAINING CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says:
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this Bid, I certify on behalf of the above-named Bidder, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 2020

Notary Public

CONFLICT OF INTEREST CERTIFICATION

THIS FORM MUST BE SIGNED AND NOTARIZED

Name of Bidder _____

Business Address _____

Telephone Number _____ Date of Bid _____

The Bidder above mentioned declares and certifies:

1. That the said Bidder is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
2. That this Bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
3. That no member of the Board of Education of the Tuxedo Union Free School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this Bid or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
4. That said Bidder has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this Bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this Bid is made.
5. That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Subscribed and sworn to before me

this _____ day of _____, 2020

(Person, Firm, or Corporation)

Notary Public (Authorized Signature)

**BIDDER NOT ON U.S. GOVERNMENT'S
SAM'S EXCLUSION LIST CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED**

I, _____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this Bid, I certify on behalf of the above-named Bidder, under penalty of perjury, that the above-named Bidder is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

Signature

Sworn to before me this
____ day of _____, 2020

Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Bidder completes only portion of the form above this line. The portion of this form below this line will be completed by the Tuxedo Union Free School District (TUFSD).

Print TUFSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Bidder Name: _____

Check the one that applies:

_____ Bidder was NOT included on U.S. Government's SAM's Exclusion List

_____ Bidder was included on U.S. Government's SAM's Exclusion List

TUFSD Employee Signature: _____

BIDDER WARRANTIES

- A. Bidder warrants that it is willing and able to comply with all laws and regulations of the State of New York. Bidder warrants that it is willing and able to obtain an error and omissions insurance policy for at least the amount of coverage required in the attached Bid for the willful or negligent acts, or omissions of any of its owners, operators, directors, officers, employees or agents.
- B. Bidder warrants that it will not delegate or subcontract its responsibilities under the contract resulting from the attached Bid without the express prior written permission of the Tuxedo Union Free School District.
- C. Bidder warrants that all information provided by it in connection with this Bid is true and accurate.
- D. Bidder warrants he/she/it has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached Bid.

Signature of Official: _____

Name (typed): _____

Title: _____

Firm: _____

Date: _____

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 the 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: _____