

**REQUEST FOR PROPOSAL  
FOR  
TRANSPORTATION OF PUPILS  
FOR THE 2020-2025  
SCHOOL YEARS**

**West Hempstead UFSD**  
252 Chestnut St.  
West Hempstead NY, 11552

PROPOSALS WILL BE DUE AND ACKNOWLEDGED PUBLICLY:

DATE: May 1, 2020  
TIME: 11:00 a.m.  
PLACE: West Hempstead UFSD  
Administration Offices  
252 Chestnut St.  
West Hempstead NY, 11552

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

***PUBLIC NOTICE***  
**REQUEST FOR PROPOSAL FOR  
TRANSPORTATION OF PUPILS  
FOR THE 2020-21 SCHOOL YEAR**

**West Hempstead Union Free School District**  
252 Chestnut St.  
West Hempstead NY, 11552

The Board of Education of the West Hempstead UFSD (“School District”) hereby invites sealed proposals for providing transportation for the 2020-2021 school year for each of the following contracts: (1a) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with School District providing fuel; (1b) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with Contractor providing fuel; (2) Athletic Trips with Contractor providing fuel; (3) Field Trips with Contractor providing fuel. ***In the best interest of the School District, the Board of Education reserves the right to award the transportation contracts for one (1) year, three (3) years or five (5) years. Future one-year or multiple-year contract extensions may be awarded at the discretion of the Board of Education. The award of multi-year contracts is subject to and shall be conditioned upon the approval of the West Hempstead UFSD voters.***

The Request for Proposal (“RFP”), including forms for proposal, certification, conditions, and specifications may be obtained from the School District’s Administration Offices located at 252 Chestnut St., West Hempstead, New York 11552 between 9:00 am and 4:00 pm, Monday through Friday, excluding holidays, prior to the time and date specified for the receipt of said proposals.

In all cases, it must be understood that the conditions set forth in the RFP issued by the School District shall apply. Sealed proposals shall be sent to the School District’s Administration Offices at 252 Chestnut St., West Hempstead, NY 11552 **and** shall be clearly marked **“Pupil Transportation Proposal – Do Not Open Until 11:00 a.m. on May 1, 2020”**. Such proposals will be received until 11:00 a.m. on May 1, 2020, in the Administration Offices at which time and place all proposals will be publicly acknowledged. In no event shall the School District consider any proposal that is mailed but not actually received by the School District’s Administration Offices at or before 11:00 a.m. on May 1, 2020. The Board of Education reserves the right to reject any or all proposals, waive any informalities or technicalities in proposals, and to negotiate any portion of proposals where the best interests of the School District may be served.

Proposals for each transportation contract will be evaluated on a weighted system established by the School District for each of the categories to be reviewed. Any aspects of the service not addressed by specifications are left for the Proposer to address. Alternatives to the specifications or additions to the specifications are to be clearly identified by the Proposer.

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The Board of Education 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, in considering proposals and awarding the Contract(s). The Board reserves the right to reject any or all proposals in whole or in part; when in its sole discretion it deems that it will serve the best interests of the School District, to waive technical defects, irregularities and omissions; and to select in its sole discretion which of two or more identical bidders shall be awarded the Contract(s).

Separate and independent proposals shall be submitted for each contract.

When a Board of Education or a trustee of a school district elects to receive proposals submitted in response to a request for proposals, such Board of Education or trustee shall evaluate each proposal from a responding Contractor according to criteria established by the Commissioner, which criteria shall include at a minimum (i) the previous experience of the Contractor in transporting pupils, (ii) the name of each transportation company of which the Contractor has been an owner or a manager and previous experience, (iii) a description of any safety programs implemented by the Contractor, (iv) a record of accidents in motor vehicles under the control of the Contractor, (v) driving history of employees of the Contractor, (vi) inspection records and model year of the motor vehicles under the control of the Contractor, (vii) maintenance schedule of the motor vehicles under the control of the Contractor, (viii) financial analysis of the Contractor, (ix) compliance with insurance requirements, and (x) total cost of the proposal. Proposals will be evaluated and awarded based on the following criteria by the School District pursuant to Section 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education, together with all other applicable laws, rules, regulations and ordinances.

	<b>Category</b>	<b>Weight</b>
I(A)	Previous Experience of the Proposer in School Transportation	15
I(B)	Management in performance of contracts in School Transportation	10
II(A)	Safety Program	10
II(B)	Accident History	5
II(C)	Record of Drivers	5
II(D)	Fleet Inspection Record	10
II(E)	Maintenance Schedule of Vehicles	10
III(A)	Financial Analysis	5
III(B)	Insurance Requirements	5
IV	Cost - points to be prorated on percentage over lowest cost	25

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<b>TOTAL</b>	100
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The above-referenced scoring of the criteria will be used for each of the Contracts for the term of the Contract(s) awarded under this Request for Proposal for transportation services. In the best interest of the School District, the Board of Education reserves the right to award the transportation contracts for the 2020-2021 school year with the option to extend for a period of one (1) year, three (3) years or five (5) years in accordance with applicable law and subject to and conditioned upon the approval of the voters of the School District. In the event the voters do not approve a multi-year agreement, the School District will entertain the award of a one-year contract.

Notwithstanding the provisions of any general, special, or local law or charter, a board of education or a trustee of a district, pursuant to rules and regulations promulgated by the Commissioner of Education, may award a contract for the transportation of pupils involving an annual expenditure in excess of the amount specified for purchase contracts in the bidding requirements of the General Municipal Law in compliance with the bid law or subsequent to an evaluation of proposals submitted in response to a request for proposals prepared by or for the Board of Education or trustee of a district. The Commissioner, in addition to his/her existing statutory authority to approve or disapprove transportation contracts, may reject any award of a transportation contract that is based on an evaluation of proposals submitted in response to a request for proposals if (s)he finds that (1) the Contractor is not responsive to the request for proposal, or (2) the proposal is not in the best interests of the district. **The School District requires a minimum score of 75 (seventy-five) for award.**

Security in the form of a bond or certified check in the amount of ten (10) percent of the first year of each contract is required to be submitted with a proposal. A performance and payment bond in a sum of 100% of the annual amount of the Contract(s) will be required as set forth in the request for proposal.

Board of Education  
West Hempstead UFSD

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**REQUEST FOR PROPOSAL SPECIFICATIONS (the “SPECIFICATIONS”)**

**A. GENERAL CONDITIONS**

The West Hempstead UFSD (the “School District”) is requesting proposals for the provision of pupil transportation herein described. The enclosed Specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by these Specifications are left for the Proposer to address. For the purpose of this Request for Proposal (“RFP”), the terms, “Proposer” or “Contractor”, shall mean the entity identified in the proposal as the Contractor who will be providing services pursuant to the Contract(s) with the School District and its affiliates, subsidiaries, and any other entity with whom the Proposer has a contractual or other relationship related to the sharing or loaning of equipment (i.e. school buses and/or vans to be used in the performance of the Contract(s)). For the purpose of this RFP, the term “affiliate” shall mean any entity in which the Proposer has an ownership interest or any entity with an ownership interest in the Proposer. It is important for the Proposer to state any assumptions on which its proposal rests. The contract will be awarded to the best Proposer as determined by the School District. It is appropriate to emphasize that the lowest Proposer may not be the best. The School District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the Proposer, the School District will evaluate and score each proposal in accordance with the categories presented below.

***\*\*Supporting documents for IIB, IIC, IID are to be submitted on data stick\*\****

The maximum point allowance for each category is indicated. Total possible are 100.

<u>Category</u>	<u>Points</u>
I.	
A. Previous experience of the Proposer in transporting pupils.	15
B. Evaluation of management in the performance of contracts in school transportation. Provide the name of each transportation company of which the Proposer has been an owner or a manager and previous experience.	10
II.	
A. Safety programs implemented by Proposer. Include supporting documents in proposal.	10
B. Record of accidents in motor vehicles under the control of the Proposer	

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	for the past five (5) years, if applicable (include DS-3.3). List insurance runs and ratio of injury vs. physical damage.	5
C.	Driving history of employees of the Proposer and driving practices. Include abstracts and driving records.	5
D.	Inspection records and model year of the motor vehicles under the control of Proposer. Include NYSDOT Operator Profile for <b>ALL</b> Nassau and Suffolk locations.	10
E.	Maintenance schedule of the motor vehicles under the control of the Proposer. List programs and preventive maintenance programs implemented and followed.	10
III.		
A.	Financial analysis of Proposer (include previous three (3) years of audited financial statements)	5
B.	Compliance with the state and local insurance and bonding requirements. Include insurance certificate(s).	5
IV.		
A.	Overall cost of proposal over the period of time requested. Points will be awarded as a percentage of all proposers.	25
	<i>Total:</i>	100

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## Scoring Information

***\*\*Supporting documents for IIB, IIC, IID are to be submitted on data stick\*\****

I(A) PREVIOUS EXPERIENCE

The evaluator will rate the Proposers' previous experience in providing service to the School District, and other districts in Nassau and Suffolk Counties, New York, of comparable size. Priority will be given to the level of service provided to the School District. Safety, on time performance, problem solving, accessibility of management, and driver appearance are to be considered in evaluation of the Proposer. Scores may range from a high of 15 points to a low of 0 points.

I(B) OWNER & MANAGEMENT

The evaluator will rate the interaction with managers & owners during the course of performance in all districts served and companies owned or managed. If the Proposer has not had previous experience with the School District, the evaluator shall contact other school districts in Nassau and Suffolk Counties, New York, where comparable service has been provided by the Proposer. Scores may range from a high of 10 points to a low of 0 points.

II(A) SAFETY PROGRAMS

The evaluator will rate the safety programs implemented by the Proposer and compliance with all appropriate State Agencies. Evaluation of training programs, manuals, drug and alcohol testing, as well as mandated courses will be considered. Scores may range from a high of 10 points to a low of 0 points.

II(B) ACCIDENTS

The evaluator will consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving injury shall be weighed more heavily than minor damage accidents. Include past five (5) years DS-3.3. Scores may range from a high of 5 points to a low of 0 points.

II(C) DRIVING HISTORY OF EMPLOYEES

The evaluator will review the driving records of the employees of the Proposer including their 19-A records, accident records and length of service. Scores may range from a high of 5 points to a low of 0 points.

II(D) VEHICLE MAINTENANCE

The New York State DOT BUSNET Reports for the Proposer for ALL terminals in Region 10 (Nassau/Suffolk Counties, NY) for the periods of April 2016 - March 2017, April 2017 - March 2018, April 2018 - March 2019, and the current profile from April 2019 to present date (hereinafter "time period") will be utilized to calculate a BUSNET Rating. The Proposer's BUSNET Rating shall equal one (1) minus the sum of the out of service vehicles for all terminals operated by the Proposer in Region 10 during the time period divided by the sum of the total number of inspected vehicles for all terminals operated by the Proposer

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in Region 10 during the time period. The Proposer shall be credited with points in this section based upon the BUSNET Rating as follows:

100% for ALL terminals	10 points	95% for ALL terminals	5 points
99% for ALL terminals	9 points	94% for ALL terminals	4 points
98% for ALL terminals	8 points	93% for ALL terminals	3 points
97% for ALL terminals	7 points	92% for ALL terminals	2 points
96% for ALL terminals	6 points	91% for ALL terminals	1 point
90% or LOWER for ALL terminals			0 points

#### II(E) MAINTENANCE SCHEDULE OF VEHICLES

The evaluator will review the preventative maintenance of the Proposer. Frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs. Scores may range from a high of 10 points to a low of 0 points.

#### III(A) FINANCIAL ANALYSIS

The evaluator will review the financial documents submitted to determine the financial strength of the Proposer. Added value should be given to Proposers submitting certified financial statements or in the case of publicly traded companies, their annual report. Scores may range from a high of 5 points to a low of 0 points.

#### III(B) INSURANCE

The evaluator will review all information submitted to ascertain that the School District's requirements are fully met. Scores may range from a high of 5 points for full compliance to a low of 0 points for non-compliance. Greater points may be awarded to Proposers carrying insurance in excess of the required limits.

#### IV(A) OVERALL COST

The scores for total cost of the proposal will be scored as follows:

25 points for the lowest cost proposal

Points for overall cost will be awarded as based on a formula awarding 25 points to the lowest Proposer and deducting two times the percentage difference between the lowest Proposer and the other Proposers. (i.e. if the difference in total cost between the lowest

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Proposer and the next lowest Proposer is 10%, then Proposer two will have 5 points deducted (20% of 25 points) from the maximum score of 25. Proposers submitting innovative cost-effective programs that provide material savings to the School District may receive additional points).

**The School District requires a score of 75 or greater for award.**

**TOTAL SCORE = \_\_\_\_\_**

The above-referenced scoring of the criteria will be used for each of the Contracts (Home-to-School/School-to-Home including In and Out-of-District Transportation for Public, Private, Parochial and Special Needs Schools and Programs and other purpose transportation, Athletic Trips, and Field Trips) for the term of the contracts awarded under this RFP (the “Contract(s)”). In the best interest of the School District, the Board of Education reserves the right to award the transportation contracts for the 2020-21 school year with the option to extend for a period of one (1) year, three (3) years or five (5) years in accordance with applicable law and subject to and conditioned upon the approval of the School District’s voters.

Definitions: The following terms shall have the following meanings when used herein, whether such terms are capitalized or not.

Addenda: Written or graphic instruments issued by the School District prior to the execution of the Contract(s) which modify or interpret the Specification documents by addition, deletions, clarifications or corrections.

Proposal: A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein, supported by the data called for by the Specifications.

Proposed Contract Sum: The stated sum in the Proposal for which the Proposer offers to perform the work described in the Specifications and other documents composing the Proposal.

Proposer: One who submits a proposal for the Contract(s) with the School District for the work described in the Specifications.

Specifications: These include the Advertisement and Instructions to Proposers, including any addenda issued prior to receipt of proposals, proposal Specifications and proposal forms.

Vehicle/Bus/Van: As used herein, the terms vehicle, bus, and van shall be interchangeable and shall have the same meaning.

Route Time Calculations: Time will be calculated from when the first child boards a bus until the last child exits the bus at a school on an AM route, from the time the first child boards the bus and the last child exits the bus on a noon time route, ten (10) minutes before the bell time of

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the first PM dismissal at the first school until the last child exits the bus at the end of the route, or from the time the first child boards the bus at a school site until the last child exits the bus at the end of the route. The School District reserves its right, in its sole discretion, to determine the vehicle type and number of hours required for each vehicle and/or route. The School District further reserves the right to combine any and all routes (ex. morning, noon and/or afternoon) for purposes of determining the vehicle/hour, type, route/bus.

All definitions set forth in the general conditions of the Contract(s) or in the other Contract Documents are applicable to the proposing documents.

Information about in and out of district transportation for public, private, parochial locations, are included in the Appendices and Proposal forms of this RFP. In accordance with the Regulations of the Commissioner of Education, separate contracts will be awarded (1a) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with School District providing fuel; (1b) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with Contractor providing fuel; (2) Athletic Trips with Contractor providing fuel; (3) Field Trips with Contractor providing fuel.

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## ***CHECK LIST***

The following checklist is provided for the convenience of the Proposers and is not a part of the Contract Documents. Each Proposer is encouraged to ensure complete compliance with all requirements contained in the proposal documents. Compliance with the requirements is the sole responsibility of the Proposer. Failure to include any item requested herein shall not relieve the Proposer from its obligation to supply the requested information.

- All Form of Proposal Pages Completed and Signed
- Security - Bid Bond or Certified Check
- Proof of Bondability for Performance Bond
- Letter from Insurance Company Guaranteeing Appropriate Coverage
- Responses to previous experience of the Proposer in transporting pupils
- Responses to information regarding each transportation company of which the Proposer has been an owner or manager and previous experience
- Responses to description of safety programs implemented by the Proposer
- Responses to record of accidents in motor vehicles under the control of the Proposer
- Responses to driving history of employees of the Proposer
- Responses to inspection records and model year of the motor vehicles under the control of the Proposer
- Responses to maintenance schedule of the motor vehicles under the control of the Proposer
- Responses to financial analysis of the Proposer
- Responses to Proposer's compliance with insurance requirements
- Reference List or Evidence Demonstrating an Ability to Perform Required Services
- Any other information or data the Proposer wishes to provide that further shows its experience or qualifications and/or ensures that high quality service will be provided to the School District
- Each form of proposal completed

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- 1A & 1B - Proposal for Home/School Transportation (District Providing Fuel & Contractor Providing Fuel)
- 2 - Proposal for Athletic Trips
- 3 - Proposal for Field Trips
  
- Appendix C:
  - Non-Collusive Bidding Certification
  - Hold Harmless Agreement
  - Iran Divestment Certification
  - Statement on Sexual Harassment
  - Affidavit of Compliance
  
- Appendix D:
  - Vehicle List
  - School List
  
- Statement of Proposer's Qualifications
  
- Minimum of two (2) financial references from an independent commercial institution
  
- Any other information required by the Specifications
  
- All Pages of Proposal Documents Signed and/or Initialed where indicated
  
- One (1) original and two (2) copies of the complete proposal and related materials

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## Request for Proposal

### Introduction:

The West Hempstead UFSD (“School District”) is requesting proposals for the provision of pupil transportation herein described. The contracts are as follows (1a) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with School District providing fuel; (1b) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with Contractor providing fuel; (2) Athletic Trips with Contractor providing fuel; (3) Field Trips with Contractor providing fuel. Future one (1) year contract extensions may be awarded at the discretion of the Board of Education in accordance with applicable laws, rules and regulations. Contracts for more than one (1) year are subject to the approval of the voters of the School District. The Board of Education is looking for a contractor (“Contractor”) that will be a team player partnering with the School District. For the purpose of this RFP, the term “Contractor” shall have the same definition as, “Proposer,” *supra*, i.e. the entity identified in the proposal as the Contractor who will be providing services pursuant to the Contract(s) with the School District; the School District is not required to consider the qualifications of a parent company, holding company, affiliated company, or other controlling entity in rating the proposal, but the School District may do so if it deems such consideration to be appropriate.

These specifications are intended to provide for school bus services for the transportation of students for the West Hempstead UFSD. The Transportation programs of said School District are defined and described in the appendices and proposal forms annexed to these specifications. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s). In that regard, all Proposers are invited and urged to review, among other things, the routing schedules used in the 2019-2020 school year which are on file with the School District and shall be made available through the School District Administration Offices upon request.

No interpretation of the meaning of the specifications or other contract document will be made to any Proposer orally. Requests for such interpretation shall be made in writing, addressed to Joel Press, West Hempstead UFSD, 252 Chestnut St. West Hempstead NY, 11552, or via e-mail to: [jpress@whufsd.com](mailto:jpress@whufsd.com) no later than 5:00 p.m. on April 24, 2020. The School District will not respond to any request for interpretation actually received by the Business Office after 5:00 p.m. on April 24, 2020. Notice of any and all interpretations and any supplemental instructions will be sent to all Proposers of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by e-mail or by fax with receipt acknowledged and shall become a part of the Contract documents. Failure of any Proposer to receive any such addendum or interpretation shall not relieve any Proposer from any obligations under its proposal submitted.

The Contractor will provide all necessary school buses, vehicles, equipment, labor and supplies. The Contractor will employ school bus drivers and provide supervision over the operation of the

school buses and vehicles. The number of children to be transported under the Contract(s) shall be designated from time to time by the Board of Education and/or its designee. The Contractor will provide insurance. It shall be the responsibility of the Contractor to check the mileage and time prior to the submission of a proposal and consider any inconsistencies in its proposal. Contractor waives all future claims for bringing any inconsistency to the School District's attention prior to submission of its proposal. The Contractor will be responsible for maintaining internet and email resources required for effective communication with the School District and the Contractor's routing and scheduling software. The Contractor will provide the School District with New York State DOT BUSNET results each year services are provided to the School District.

The Superintendent of Schools of the School District (sometimes also referred to herein as "Superintendent of Schools" or "Superintendent") or his/her designee will represent the Board of Education in all matters pertaining to the performance of the Contract(s).

### **Section 1 - Proposals**

#### **A. Proposal Procedure and Requirements**

1. The date and time of the opening of proposals will be given in the Public Notice.
2. Proposers may obtain Specifications in the manner stated in the advertisement.
3. Complete sets of Specifications shall be used in the preparation of individual proposals. The School District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications.
4. The School District, in making copies of the Specifications available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor 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 Contractor to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy of other copy, or company name may be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed.
6. All proposals must be submitted on and in accordance with forms provided by the Board of Education and included in this document ("Proposal Forms"). No sheet is to be removed from this document. Proposer must submit (1) "original" and (2) "copies" of the complete proposal. A minimum of two (2) financial references must be supplied from an independent commercial institution.

7. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures. All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed. All prices in proposals will remain firm for a period of forty-five (45) days following the opening of the proposals to allow acceptance by the School District. If awarded the Contract(s), the prices will remain firm during the time period indicated.
8. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specification may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
9. Prices and information required, except the signature of the Contractor, should be handwritten or typed for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile or printed signatures are not acceptable.
10. All proposals must be sealed and include all forms required to be submitted with the proposal as set forth herein. They must be submitted in a plain manila envelope. All proposals must be addressed to the WEST HEMPSTEAD UFSD Administration Offices, Administrative Building, 252 Chestnut St. West Hempstead NY, 11552. The proposal envelope must be clearly marked, **“Transportation Proposal: Do not open until 11:00 a.m. on May 1, 2020”**. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the School District and will not be returned. All proposals received after the time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having its proposal deposited on time and at the place specified. **However, the Board of Education reserves the right to waive what it deems proposal or specification informalities relating to a specific proposal, to reject any and all proposals, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the Board of Education’s judgment, it deems to be in the best interest of the School District.**
11. Proposals categorized as unacceptable may be returned to the Proposer and said Proposer will not be allowed to submit supplemental information amending the proposal.
12. Each Proposer shall submit as part of the proposal a statement of Proposer qualifications. The School District shall have the right to take such steps, as it

deems necessary, to determine the ability of the Proposer to perform the work in a prompt and efficient manner as per the Specifications. In determining the qualifications and responsibilities of the Proposer, the School District shall take into consideration those criteria set forth herein. A committee designated by the Assistant Superintendent for Business & Operations will review and evaluate the proposals

13. In addition to the responsibilities and obligations set forth in these Specifications, the Contractor shall submit a copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance.
14. Proposal Availability: Proposals will not be open to the public nor disclosed to unauthorized persons prior to award of the Contract(s). However, after award of the Contract(s), all proposals shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential information, which is designated as such in a proposal, unless the same may be otherwise disclosed under applicable laws, rules or regulations.
15. Proposers shall promptly notify the School District of any ambiguity, inconsistency or error, which they may discover upon examination of the Specifications or of the local conditions. If the proposer fails to notify the School District of an ambiguity, inconsistency or error in any of the Specifications, local conditions, or proposal documents, its proposal will be interpreted in the manner most favorable to the School District. Proposers desiring clarification or interpretation of the Specifications shall make a written request to the School District as set forth in these Specifications. Any interpretation of, or correction, or change to the Specifications will be made by addendum and, issued by the School District. Interpretations of, or corrections, or changes to the Specifications made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.
16. Addenda will be mailed or delivered to all who are known by the School District to have requested and been furnished with the Specifications. Copies of addenda will be made available for inspection wherever Specifications are on file for that purpose. No addenda will be issued later than three (3) days prior to the date for receipt of proposals. Each Proposer shall ascertain prior to submitting its proposal that it has received all addenda issued and shall be fully responsible for the receipt of all addenda. Any and all questions, clarifications or inquiries concerning this request for proposals for transportation services must be submitted in writing to the attention of Joel Press. Such questions, clarifications or inquiries may be e-mailed to [jpress@whufsd.com](mailto:jpress@whufsd.com). Responses shall be sent to all prospective Proposers by addenda. Questions regarding this Request for Proposal will be accepted by the School District until April 24th at 5:00 pm.

17. The Proposer shall submit with its proposal the per vehicle cost figure for the estimated transportation needs of the School District as set forth in Appendix D and the Proposal forms for each of the transportation contracts requested herein. Such figures must be accompanied by detailed support of the calculations satisfactory to the School District.
18. The price shall include all necessary labor, materials, equipment, vehicles, supplies, overhead and profit, and all other related costs. **Each proposal shall be completed in its entirety. Pricing must be provided for all vehicles listed on the Proposal Forms.**
19. The cost figure shall include all routes as provided and shall be submitted as set forth in the forms of proposal herein for home to school transportation contract, the athletic trip contract, and the field trip contract. There will be no additional charge for early dismissals, late arrivals (both scheduled or unscheduled) or exam schedules at any school serviced by the successful Proposer.
20. Each Proposer shall submit with its proposal for transportation services:
  - a. Equipment Ownership: Proof of ownership, or financing and ability to deliver the required number of school buses under these Specifications (including spare buses) must be provided. A complete vehicle listing with age and model must also be provided. A physical inspection of all equipment and resumes of key personnel will be part of this evaluation. If vehicles are to be purchased to fulfill the Contract(s), a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal. Documentation as to financial approvals or Proposer's financial resources available to purchase the required vehicles must be enclosed with the Proposal. Fleet description, inspection records and results for vehicles assigned for use in connection with the within contract(s) and all vehicles housed at the location facility from which the Contract(s) will be serviced are to be included in the Proposal.
  - b. Technical Plan: A technical plan with specific dates must be provided to track the events that will lead up to the first day of service under the Contract(s). Such dates should include delivery of equipment, hiring of staff and drivers, completion of routing information, etc.
  - c. Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.
  - d. Facilities: A detailed description of all terminals and maintenance facilities must be submitted. This should include location, square footage, age, condition and a list of other equipment or resources available to better serve the School District. Photographs may be included. All facilities must meet and be in compliance with local zoning codes.

- e. NYSDOT Records: A current report from the NYSDOT BUSNET computer database must be submitted for the previous three (3) years and the current report from April 2019 to present date. If this information is not available, please explain. This information must include all companies that are currently or previously owned or managed by the Proposer either in part or in whole.
  - f. The successful Proposer must submit a statement prior to first date of service from the New York State Department of Transportation that the Proposer complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the Contract(s) and any extension thereof, including, but not limited, to the maintenance Sections 721.1 and 721.2 of the New York State Department of Transportation Regulations.
21. Modification or Withdrawal of Proposal: A proposal may not be modified, withdrawn or canceled by the Proposer following the time and date designated for the receipt of proposals, unless otherwise permitted by law. Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing over the signature of the Proposer and must be received by the School District prior to the official closing time and date for receipt of proposals. Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to Proposers.
22. The School District reserves the right to reject any and all proposals upon its sole discretion. Grounds for rejection of proposals may include, but shall not be limited to:
- a. Failure of a proposal to conform to the essential requirements of the Specifications.
  - b. Failure of a proposal to conform to the Specifications contained or referenced in the Specifications.
  - c. Failure of a proposal to conform to the delivery or completion requirements established in the Specifications.
  - d. Submission of a proposal that imposes conditions that would modify the terms and conditions of the Specifications or limit the Proposer's liability to the School District on the Contract(s) awarded on the basis of such proposal.
  - e. Submission of a proposal determined by the School District to be unreasonable as to price.
  - f. Submission of a proposal determined not to be from a responsible Proposer.
  - g. Failure of a Proposal to provide guarantees where required in the Specifications.

23. Technicalities or minor irregularities in proposals which may be waived when the School District determines that it will be in the School District's best interest to do so, are matters of form not affecting the material substance of a proposal or are an immaterial deviation from, or variation in, the precise requirements of the Specifications and having no, or having a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other Proposers. The School District may either give a Proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in its proposal, or waive such deficiency where it is advantageous to the School District to do so. The Proposer's representative shall be qualified to answer and give administrative and technical clarification relative to the proposal.
24. Contractors will provide, along with the complete proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts (including dates of service) which they have served during the past ten (10) years and a summary of their experience over at least ten (10) years of successfully operating a complex school transportation program in compliance with the applicable laws, rules, and regulations of the State of New York. In lieu of organizational experience, staff experience must be demonstrated. Contractors will also provide, along with the completed proposal, an auditor (certified or reviewed) financial statement.
25. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.

**Section 2 - Bid Bond (Proposal Bond)**

1. Each Proposer will be required to furnish, at its own cost and expense, a bid bond or certified check in the amount of ten percent (10%) of the first year of the following transportation service contracts: (1a) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with School District providing fuel; (1b) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with Contractor providing fuel; (2) Athletic Trips with Contractor providing fuel; (3) Field Trips with Contractor providing fuel. The bid bond or certified check will be returned to the successful Contractor(s) after the School District and the Contractor(s) have executed the Contract(s), provided a performance bond is in effect.
2. In the event of failure or refusal of the Contractor to execute and deliver the Contract(s) together with the performance bond hereinafter specified within ten (10) days after award, the bid bond or certified check submitted with the proposal shall become the property of

the School District. Certified checks shall be made payable to the Board of Education, West Hempstead UFSD. Bid bonds shall use the same description.

**Section 3 - Insurance**

1. Worker’s Compensation, New York State Disability and Employer’s Liability Insurance:

The Contractor shall obtain and maintain standard Workers’ Compensation, New York State Disability, and Employer’s Liability Insurance such as will meet the requirements of the Workers’ Compensation Law of the State of New York and any other state or federal body having jurisdiction.

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers’ Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state and provide a copy of this form to the School District. The form can be completed and submitted directly to the Workers’ Compensation board online.

2. Automobile Liability Insurance:

- a. The Contractor shall obtain and maintain automobile liability insurance with minimum limits as described in subparagraph (b)(ii) herein below. Such insurance shall include coverage on all vehicles owned or leased by the Contractor. The School District shall be an additional insured on all such policies.
- b. The Contractor must comply with the following Insurance Requirements:
  - i. Enclosed with the proposal, the Contractor must include a letter from an insurance carrier or insurance agent of the carriers providing coverage stating that no less than the minimum limits of insurance required in the proposal request will be met. The insurance carrier must be licensed to do business in New York State and must be rated with a minimum of “A” in the latest edition of A.M. Best’s *Insurance Guide* as secured.
  - ii. Minimum insurance coverage amounts for each bus will be: Automobile insurance with a symbol “1” covering all school vehicles, including hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit (bodily injury and property damage). No aggregate limit. Coverage at least equal to ISO form #CA 00 01 12 93. No endorsements reducing or limiting coverage.
  - iii. \$10,000 medical payments per person.

3. The Contractor shall obtain and maintain Commercial General Liability insurance with limits of at least \$1,000,000 per occurrence/ \$2,000,000 aggregate. Aggregate to apply per location and/or per job. Coverage for bodily injury, property damage, personal injury and advertising injury. Coverage at least equal to ISO form #CG 00 01 01 96. No endorsements reducing or limiting coverage.
4. \$10,000,000 (ten million dollar) umbrella or excess liability coverage is required. No aggregate limit to apply to automobile liability coverage. Must be at least following the form of underlying coverage, coverage over the auto and general liability coverage.
5. The Contractor shall obtain and maintain Workers' Compensation coverage covering all of its employees in amounts as required by New York State law.
6. The Contractor shall obtain and maintain Disability Benefits coverage covering all of its employees in amounts as required by New York State law.

Sexual misconduct insurance must be included in the Commercial General Liability and the umbrella or excess liability policies **and evidenced on the insurance certificate.**

Said policy or policies shall be primary and non-contributory to any policies of insurance available to the School District and must provide thirty (30) days prior written notice to the Board of Education of cancellation or content change. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of Workers' Compensation. The policy naming the School District as additional insured shall state that the Contractor's coverage shall be primary and non-contributory coverage for the School District, its respective Board, employees, and volunteers. Additional insured status shall be provided by ISO endorsement CG 20 10 11 85 or equivalent. The Contractor shall also agree to indemnify the School District for any applicable deductibles.

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

The Contractor shall deposit with the School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date. Renewals are to be deposited with the School District before expiration of coverage.

The Contractor shall hold harmless, defend and indemnify the School District from all claims for damages to property and/or bodily injury, including but not limited to death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the Contractor.

All insurance certificates shall state that the policy will not be canceled nor coverage thereunder

be reduced or limited without thirty (30) days prior written notice to the School District. It shall further state that a similar thirty (30) days prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The 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. Insurance certificates must be submitted with the proposal.

Before execution of the Contract(s), the Contractor shall file with the Board of Education triplicate copies of certificates verifying such coverage, which certificates shall state:

1. The policy will not be canceled nor coverage there under reduced without thirty (30) days prior written notice to the School District;
2. That a similar thirty (30) days written notice will be given to the School District prior to the expiration of the policy if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal; and
3. Such certificate shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates and it shall verify what coverages are excluded from the policy. The Board of Education reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist, if necessary, in obtaining such information.
4. The Board of Education requires that the School District be an additional insured on the successful Contractor's policy at no cost to the School District, as required herein.
5. Certificates of Insurance will be submitted to the School District Business Office no later than August 1st of each Contract year.

Contractor acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the Contract(s) and subjects it to liability for damages, indemnification and all other legal remedies available to the School District.

**Section 4 – Performance Bond**

1. **Performance Bond** Each Contractor must submit with its proposal a written certification from its bonding company that said bonding company shall, if said Contractor is awarded the Contract(s), be prepared to make, execute, and deliver to the School District a valid performance bond bonding said Contractor in their performance of these transportation contracts, in a sum equal to the full amount of its contract for the entire length of

performance of the Contract(s). If awarded the Contract(s) pursuant to its proposal, the successful Contractor, to qualify, will be required to make, execute, and deliver such performance bond issued by a bonding company duly licensed to do business in the State of New York and approved by the School District's attorney, to the School District's representative within ten (10) days after the Board's resolution awarding the Contract(s) or prior to commencement of transportation, whichever shall occur first.

2. Such performance bond shall be maintained in full force and effect until the Contract(s) has/have been fully performed. The surety company must have an A.M. Best's Insurance Guide Current Policyholder's rating of at least an "A++VI, A+VII, A VII, or A-IX". The performance bond shall be furnished to the School District at least thirty (30) days before the 1st of September, for each year of service. Failure to meet this requirement on an annual basis may result in termination of the Contract(s) at the sole discretion of the School District. However, proof of bondability must be submitted with the proposal. The Contractor shall pay the premium on this bond. Contractor acknowledges that the failure to obtain such performance bond on behalf of the District constitutes a material breach of the Contract(s) and subjects it to liability for damages, indemnification and all other legal remedies available to the School District
3. Any failure on the part of the Contractor to perform as per the specifications of the Contract(s) will be deemed a breach of the condition for faithful performance.
4. It is hereby expressly provided that if the Contractor is adjudged as bankrupt or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency or if it defaults in the due performance of the Contract(s) or if it persistently disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the Contract(s), then the School District in any such events, by its Board of Education, by a resolution setting forth the reasons that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving said Contractor and its bonding company three (3) days written notice, terminate the Contractor and take possession of said Contractor's equipment, materials, and machinery used in connection therewith, and may perform the Contract(s) by whatever method the Board of Education deems expedient; or in the alternative, the School District, by resolution of its Board of Education in any of such events may declare a default of said Contractor and invoke performance by said Contractor's bonding company in accordance with its performance bond. In any such case the Contractor shall not be entitled to receive any further payment and the Board of Education may lawfully expend and apply any monies constituting the unpaid balance of the contract price to either complete the Contract(s) by whatever method the Board of Education deems best or, as the case may be, to pay over the applicable portion or the whole thereof to the Contractor's bonding company after its due performance of the Contract(s) in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said School District.

5. In any such event, if the cost to the School District to complete the Contract(s) exceeds such unpaid balance of the Contract price, the Contractor shall pay the difference to the School District and shall be responsible for any costs incurred by the School District.
6. Any bonding company who submits a performance bond for the Contract(s) thereby agrees to each and every provision of the Contract(s) and hereby waives notice of any alteration or change in the Contract(s) made or that may be made within the allowable provisions thereof.
7. For the purpose of determining the cost proposal and the penal sum of the performance bond, the School District will use the current transportation profiles as outlined in these Specifications and calculate the annual cost as set forth in the proposal Forms.

**Section 5 –Hold Harmless**

Independent of the insurance and performance bond requirements set forth herein, and in addition thereto, the Contractor, being the successful Contractor herein, shall indemnify and hold the School District, its Board of Education, and its officers, employees, contractors, and agents harmless from any and all claims and damages for bodily injury including death and property damage to any person or persons arising from the ownership, operation, use, including loading and unloading and control of the Contractor's owned, hired, and non-owned vehicles in its performance of the Contract(s) whether due to acts of negligence or other culpable conduct, omission or commission, breach of warranty, or strict liability in regard to its said owned, hired, and non-owned vehicles, in whole or in part, of such Contractor, and whether or not due to contributing negligence of said School District, its Board of Education, officers, employees, contractors, or agents, if any, so long as not due solely to the gross negligence, if any, of said School District. The School District shall give the Contractor reasonable notice of any such claim received by the School District and will cooperate with the Contractor in the Contractor's defense, litigation, or settlement of such claims or suits at the Contractor's sole expense without recourse to said School District for contribution.

**Section 6 – Contractor Qualifications**

The work and services described in these documents include the performance of activities directly affecting the safety of the students of the School District and the public generally. The School District may make any investigation necessary to determine the ability of the Contractor to fulfill the Contract(s) and the Contractor shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Contractor is not properly qualified or responsible to perform any obligations of the Contract(s), the School District reserves the right to reject its proposal.

**1. For each of the Contracts requested herein, the following minimum requirements must be met to qualify:**

- a. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the School District with a copy of its BUSNET Bus Inspection Operator Profile Summary for each of the previous three (3) years, (4/16-3/17, 4/17-3/18, 4/18-3/19), and the current profile from April 2019 to present date. The School District expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10% for all locations. The School District reserves the right to reject any proposal from a Contractor that it deems is not performing adequate maintenance to its school bus fleet. The location for bus/vehicle storage and the repair and maintenance facility must be included in the proposal.
- b. The Contractor must possess and provide the School District with a copy of its Company Drug and Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter.
- c. The Contractor must employ a full time Safety Supervisor(s) who is a New York State Department of Motor Vehicles-Certified Article 19-A Examiner and a State Education Department-certified School Bus Driver Instructor (SBDI). The Contractor must provide the School District with the names and respective certification numbers of all employees so certified. The Contractor must also employ a full-time road supervisor/trainer as set forth in the Specifications.
- d. The Contractor shall provide the School District with a reference list which lists the names of all school districts serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with. This reference list shall include all school districts the Contractor has served during the past ten (10) school years. The Contractor must have held contracts with these school districts under the same company or corporation name.
- e. The Contractor must be financially responsible as demonstrated by:
  - i. The submission of audited or reviewed financial statements that, in the opinion of the School District, have been satisfactory for the last three (3) years. Such information may be requested by the School District at any time during the course of the agreement(s) with Contractor.
  - ii. The submission of a list of pending lawsuits or substantive outstanding

judgments or liens, including any Federal or State tax liens. Said list must, in the opinion of the School District, not indicate any potential for future operating or financial problems which could negatively impact service to the School District.

- iii. The Contractor has not been denied a Performance Bond within the last seven (7) years. If the Contractor has been denied a Performance Bond, it 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. The cost of the Performance Bond will help determine the degree of financial responsibility. As such, the cost of the bond shall be included in the cost of proposal submitted by each Proposer.
- iv. A satisfactory credit history as demonstrated by a review that may be initiated by the School District.
- f. The Board of Education reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of these documents, including a copy of the drivers' contract with their union (if applicable). Upon investigation and evaluation, the Board of Education may choose to reject any proposal where it is found that the Contractor's qualifications are not consistent with the information presented.

**Section 7 - Award of Contract**

- 1. For the purpose of determining cost only, the School District will use the current transportation profile of the School District as outlined in the Appendices and Proposal Forms.
- 2. The issuance of an award(s) of the Contract(s) is contingent upon securing an acceptable proposal within the School District's discretion and approval of the Contract(s) by the Commissioner of the New York State Department of Education, hereinafter referred to as "Commissioner". The contract(s) entered into will be evidenced and finalized upon the execution by the School District and approval of the Commissioner.
- 3. Unless otherwise provided in the Specifications, the Contract(s) will be initiated between the School District and the successful Proposer(s).
- 4. The contract for transportation or any right, title, or interest therein may not be assigned by the Contractor without the prior written approval of the Board of Education, the Superintendent of Schools of the School District, and the Commissioner of Education.

5. The Contractor may not engage subcontractors, hire others to perform all or part of the agreement, nor otherwise delegate the Contractor's obligations to be performed under the Contract(s).
6. Only those children, adults or other person(s) authorized by the School District to be transported shall be transported under the Contract. The Contractor is not unilaterally permitted to undertake the transportation of pupils for other school districts or individuals in conjunction with the Contract(s) herein, **unless permitted in writing by the School District.**
7. It is understood that the Contract(s) in no way exclude(s) the School District from using its own vehicles, or services provided by other school districts or BOCES, or other cooperatives or in any way limits the School District from using other contractors in performing similar or other services or soliciting proposals for a successor contract.
8. The School District reserves the right to provide transportation services on a cooperative basis with other school districts and/or municipal agencies or organizations at its sole discretion. In the event that the School District decides to utilize said transportation services cooperatively and/or remove routes and/or vehicles from the contracted services awarded to the Contractor, the Contractor expressly acknowledges that it shall have no right to claim that said routes and/or Contract(s) are owned by the Contractor, or the Contractor is entitled to same in any way. Accordingly, under no circumstance shall the District be liable to the Contractor for damages, at law or in equity.

### **Section 8 – Payments**

1. Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the 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, State, and local sources are reduced, the School District reserves the right to cancel the Contract(s) upon ten (10) calendar days written notice without further liability to the Contractor(s).
2. The Contractor shall submit an original invoice for payment on a **monthly basis**, for services rendered September through June, or as otherwise deemed necessary by the Board of Education.
3. Payment will be made on a monthly basis upon approval of said invoice by the Board of Education of the West Hempstead UFSD for services actually provided to the School District. The Contractor shall be required to submit a corrected invoice, labeled as such,

prior to payment, should corrections be deemed necessary by the School District's Business Office.

4. At a minimum, invoices for transportation services shall include the following:

- Name of Transportation Contract
  - Number of buses used to service the School District per day
  - Hours each bus operated for School District per day
  - Itemized runs/routes/trips with dates and cost for services performed on behalf of the School District
  - Total Cost per month
5. The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the School District on a route-by-route basis, and shall submit such records upon request by the School District for audit in support of each of the monthly invoices.
6. Payments of any invoice shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with General Conditions and specifications. No payment shall be due to the Contractor for any period where services are interrupted and/or not provided by the Contractor.
7. The School District may withhold from the Contractor a portion of the payment due Contractor deemed by the School District to be necessary to assure the payment of just claims then due and unpaid of any persons supplying services, 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.

**Section 9 – Routes and Route Scheduling**

School Year and Number of Days: The number of days for which transportation will be required will not exceed one hundred eighty-five (185) days and, in any case, will be governed by the actual School District calendar as adopted by the Board of Education including the calendars of all other schools for which the School District is responsible for furnishing transportation. When schools are closed for any reason, including but not limited to, “Acts of God”, acts of governmental authorities, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions, war (whether or not declared), the School District, in its sole discretion, may withhold payment from the Contractor(s) for all days that no service is provided. The School District reserves the discretion to require that transportation be furnished on such other days as the Board of Education declares as official school days.

1. It is understood that on those days that public schools are closed and the non-public schools and/or BOCES schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools at no additional cost to the School District.
2. Working hours shall be defined as follows:
  - A.M. Route - From time of first stop pick-up to time of arrival at last school.
  - Noon Time Route - From the time the first child boards the bus to the time the last child exits the bus.
  - P.M. Route – From ten (10) minutes prior to scheduled departure time at the first school to the time the last student is dropped off on the last route.
  - Athletic Trips and Field Trips – From the time the first child boards the bus at a school site until the last child exits the bus at the end of the route.
3. The Contractor will ensure that all drivers will be required to carry time pieces, in good working order each day.
4. Driving time shall be calculated from the first pick-up to the last drop-off for each scheduled work assignment. Drivers prep time and travel to and from the bus depot shall not be included.
5. The School District reserves the right to determine the starting and ending times of any and all bus routes. Working hours shall be determined by the School District and need not be consecutive. A deviation of up to fifteen (15) minutes above the assigned package does not warrant a change in compensation. Should deviations occur in excess of fifteen (15) minutes above the assigned package, compensation shall be prorated according to the Contract prices then in force.
6. Current schedules and destinations are available, upon request, by the Contractor. These schedules and routes may be modified in the sole discretion of the School District. Notwithstanding the foregoing, the Contractor is responsible for obtaining and reviewing all information necessary for the preparations of its proposal.
7. The Contractor will be responsible for furnishing transportation to the schools and locations as provided in the program descriptions set forth herein. Children shall be transported to their respective schools, and buses shall arrive at their respective schools for dismissal, at times determined by the School District.
8. No routes are to be doubled by the Contractor. All routes shall have the same driver both morning and afternoon unless the School District's Transportation Representative

approves a change. The Contractor will provide a schematic indicating the assigned driver's name and bus number prior to the start of school each year, and updated whenever permanent driver changes are made.

9. The successful Contractor shall be required to furnish to the Board of Education's representative, within thirty (30) days of commencement of service, the actual route mileage for each route, unless the State Education Department requires earlier notification. If there is any question about route mileage or route timing as stated in the specifications, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in its proposal. No adjustments will be made in the Contract(s) price after award of the Contract(s), except as provided in other clauses of these specifications.
10. Each bus used under the Contract(s) will display the proper route designation on a sign no less than 4" X 6" when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by the School District's Transportation Office.
11. Route scheduling will be performed and established by the School District. The School District currently uses routing software to calculate route times. No route changes are to be made by the Contractor without the prior written permission of the School District's Transportation Representative.
12. A principal officer of the Contractor and the Contractor's dispatcher must be available at least one (1) month prior to the opening of school to cooperate with the School District in constructing bus routes.
13. On a day established by the School District within one (1) week prior to the first day of service under the Contract(s), each regular driver will make at least two (2) trial a.m. and p.m. runs to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the Contractor shall advise the School District of the same. Contractor must provide written verification of this trial run process to the School District no later than September 1st of each year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of providing these mandated trial runs shall be at no additional charge to the School District and no billing for these runs shall occur.
14. All routes shall be designed consistent with Board of Education Policy and shall be designed to maximize efficiency and minimize costs to the School District. Notwithstanding the foregoing, all routes will be generated and approved by the School District.
15. The Board of Education reserves the right to set up all routes, to change any and all routes, change times routes are to be operated, modify bus stops and any other such adjustments

that conditions may necessitate without additional compensation to the Contractor, except as provided for in this RFP.

16. Contractor will follow School District generated and other routes. The current routes may be changed at the sole discretion and option of the School District. Changes shall be implemented no later than seventy-two (72) hours after such notification.
17. The Board of Education also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. *Routes and times may be adjusted based on actual needs of the School District as determined by the School District's respective Administrative Office.*
18. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.
19. After the Contract(s) is/are awarded, the Board of Education and/or administration, for any reason, reserves the right, in whole or in part, to add or delete buses from the number originally needed for the Contract(s). The amount of compensation to be paid to the Contractor for any work so ordered shall be determined by the applicable prices as set forth in the proposal forms. The School District shall not be liable for any extra services or increased compensation unless authorized by the School District's written order. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, School District employee contract changes, traffic and construction demands, school building or School District closure, modification of School District policies, etc. The successful Contractor guarantees that it will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional vehicles as "adds," reduce vehicles as "deletes," or modify daily usage schedules, as needed according to the prices set forth in the proposal.
20. Whenever the bus requirement is increased/decreased to the degree that readjustment of existing routes and schedules do not permit transportation without over/under crowding, or whenever the School District changes its policy in regard to those who may be provided transportation, the successful Proposer shall provide more/less buses and/or additional/less seating space for students as required. These buses and/or seating spaces shall be furnished at the same price per bus per year as the base price per bus, pro-rated for the unexpired days in the school year. The school year is assumed to consist of 185 days for the purpose of this computation. Likewise, opening of a new school building, a change in School District policy or any other reason may increase or decrease the number of buses used in the Contract(s). The official school calendar of the school to which transportation is furnished will be used to determine the necessary days of service and/or the adding on or discontinuing of a pupil (or pupils) for service. Service shall begin upon award of the Contract(s) through the end of June. In any renewal term, all service shall begin in

September and end in June as determined by the official school calendar of the school(s) to which bus service(s) are supplied unless otherwise specified.

21. Transportation beyond the usual may be necessary at times and places during September through June. This additional service shall be supplied by the Contractor at NO extra cost to the School District. Examples of additional transportation that will be provided are for exam schedules including exams at sites to be announced, Kindergarten orientation, etc.
22. With regard to transportation on half days, during exam periods in January and June, and other days when regular daily transportation schedule is not followed, the Contractor agrees to provide the necessary and required transportation for such days as he/she does for each regular school day. Contractor is obligated to follow all revised time schedules provided in such instances by the School District. The Contractor is further responsible for obtaining and following all calendars for BOCES and the In-and-Out-of-District private and parochial program locations to which the Contractor provides transportation under the Contract(s). **There shall be no charge for midday trips and schedule changes during exam weeks, early dismissals or late arrivals.**
23. Dismissal Schedules – The services to be ordinarily provided by the Contractor on a regular basis on the regular routes (i.e. Home-to-School and School-to-Home Transportation Routes) are mutually understood to be contingent on the time schedules set forth in the regular Home-to-School and School-to-Home Transportation Route as made available, upon request, by the School District’s Transportation Department. The Contractor shall also provide:
  - Transportation for District-wide midday dismissals when required, as determined by the School District;
  - Transportation for early dismissals and delayed starts as determined appropriate by the Board of Education, Superintendent, or designee including, but not limited to, parent conferences, special events, and/or emergencies;
  - Comparable transportation to/from BOCES and all non-public schools covered by the Contract(s) on days when the School District has other-than-regular arrival or dismissal schedules;
  - Comparable transportation for BOCES and all non-public schools on days when public schools are closed for any reason;
  - Transportation following student dismissal as required in the discretion of the School District during January and June examination weeks in the high school as well as any and all BOCES and/or non-public schools to which transportation is provided under the Contract; and
  - Transportation following student dismissal as required in the discretion of the School District during June examination week at the middle and elementary schools of the School District as well as any and all BOCES and/or non-public schools to which transportation is provided under the Contract.

24. On all days including those days on which it snows, when the roads are icy, and other days when transportation may be deemed dangerous, only the Superintendent of Schools or his/her designee has the right and duty to determine if school will be canceled or delayed. The Contractor will be required to consult with the Superintendent of Schools of the School District or her/his designee, during times of inclement weather, about road conditions and the potential of delaying or closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early on any school day due to weather conditions or other emergency declared by the Superintendent of Schools of the School District. 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 within the School District be more than one (1) hour after notification is given to the Contractor by the School District. The Contractor will hold vehicles and drivers until such time that he/she is notified by the Superintendent or designee that there will be no transportation of pupils for the particular day at issue.

The Superintendent of Schools is responsible for determining whether to close, delay or open schools due to emergency conditions.

25. The Contractor shall pay all charges and fees necessary and incidental to the lawful conduct of its business. The Contractor shall keep itself fully informed of existing and future Federal, State and Local laws, ordinances and regulations, and School District policy that in any manner may affect the fulfillment of the Contract(s) and shall at all times fully comply with the same.

**Section 10 – Maintenance Facilities**

1. It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of the Contract(s). Vehicles shall be parked and stored at the Contractor's location. Each Contractor shall provide the exact location of its bus storage and maintenance facility that will be utilized to repair/maintain said vehicles. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. If the facility is not currently in the possession of the Contractor, documentation must be provided to demonstrate the availability of the location to meet the needs of the Contract(s). The suitability of the facility is subject to the approval of the School District, local and State codes and regulations, and the New York State Department of Transportation.
2. The facility or facilities must be located within a reasonable distance and time (thirty (30) minutes or less) from all points within the boundaries of the School District so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to identify the location or failure to provide a reasonable location will be a basis for rejection of the proposal by the School District. The Contractor must provide bus parking at a reasonable location. If that location is not at the repair and maintenance facility, the proposal must

identify the parking location. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract.

**Section 11 – Equipment**

1. Vehicles: Large buses are to be 65-66 pupil capacity and vans are to be up to 30 pupil capacity (**28 passenger will be accepted**) and lift buses up to 4 wheelchair stations. Depending on a student’s educational needs, vehicles may require air conditioning. A ten (10) year replacement schedule for all vans and twelve (12) year for large buses shall be the minimum replacement rate for the purpose of scoring the proposal. Replacement schedules that provide for greater than the ten (10) & twelve (12) year replacement schedules will result in a zero (0) score for vehicle replacement.
2. It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the School District. All vehicles will have valid New York State Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper and appropriate maintenance on vehicles used during the term of the Contract(s). The buses/vehicles to be used in the Contract(s) must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation.
3. In addition to the spare vehicles required under paragraph 4 below, each proposal shall address the provision for substitute buses (in the amount of 10% of the fleet) needed for performance under the terms of the Contract(s).
4. In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have sufficient spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within thirty (**30 minutes**). The Contractor must maintain a spare ratio of ten percent (10%) of each size of vehicle utilized in the performance of the Contract(s).
5. There shall be no large buses used in the performance of the Contract(s) over twelve (12) years old and no vans over ten (10) years old, and the average age of the route buses must not exceed twelve (12) years. Average age of fleet will affect score for vehicle replacement schedule. 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 2009 model year bus would be considered twelve (12) years old for the 2020-2021 school year. The average fleet age calculation will be performed at the beginning of each school year unless the School District determines that the Contractor removed “newer” vehicles during the school year once the average age calculation was performed. The Superintendent or his/her designee reserves the right to reject buses to be used under

the Contract(s). In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles in a timely manner.

6. All buses used in fulfilling the Contract(s) must have a pupil seating capacity as listed in the appropriate appendix and/or proposal form. All buses must be painted in the National School Bus Chrome color. All such buses must be owned by the Contractor, except in cases of emergency in which cases permission for use of other buses must be obtained from the School District prior to such use.
7. Vehicles required by the Contract(s) shall be provided in accordance with the Appendices attached hereto. Contractors are required to provide with their Proposal, on the Appendix attached, the make, model, year, fuel type and seating capacity of each vehicle to be used in fulfilling the Contract(s).
8. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term(s) of the Contract(s). Although routing demands and needs can change each year, the within specifications contain projection of the route vehicles required for the 2020-2021 school year start-up. This projection is based upon the School District's current vehicle requirements and may change due to program demands. The Contractor(s) is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles consistent with these specifications.
9. Vehicles used in the performance of the Contract(s) shall further include the following features:
  - Seat belts on all vehicles.
  - High back padded seats.
  - Flashing stop arms.
  - Operating Zonar GPS vehicle tracking system or equivalent on all vehicles. All vehicles must be equipped with a Global Positioning System (GPS) system that will integrate with the required routing software, or a comparable program as determined by the School District, and which will provide the **School District with a user account to the GPS data for all vehicles assigned to the Contract(s) at the School District's offices.** The Proposer will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. The GPS system must be able to provide the School District with specific times for house or school pick-up or drop off occurrences. Additionally, Contractor will make all GPS reports available to the School District upon request;
  - **Two-way radios which are business band sufficient to reach all vehicles in service pursuant to the within transportation specifications.** All vehicles will be equipped with two-way radios. CB units are not acceptable. Proof of radio equipment must be made within five (5) days of contract award. Base stations must be able to reach all parts of the School District. The Contractor

shall provide a base station radio to the School District dispatch office to permit direct communication with the buses if required by the School District. The Contractor shall provide the School District with two (2) handheld radios for its use. All buses/vehicles that are used for transporting students of the School District must, at all times during the term of the Contract(s), utilize the same frequency. Two-way radios as described herein, which shall always be maintained in operable condition by the Contractor. **Said radios must be operable at all times and capable of communicating with the dispatch station at all times.** All vehicles must operate and utilize the same radio frequency. No vehicles shall be operated at any time without an operating radio. All buses or other vehicles shall be equipped with two-way radios at the sole expense of the Contractor.

- Cell phones shall not be used while the bus is in motion, including hands-free service.
- Air conditioning in all vans (Rear A/C unit);
- All wheelchair equipped vehicles utilized must be air conditioned.
- All buses will have air conditioning as an option;
- All vehicles that transport children with special needs, and that travel outside of the radio coverage area, shall be equipped with cellular telephones at no additional cost to the School District. The contact numbers for such cellular phones shall be provided to the Contractor and the School District. These cellular phones shall be operated consistent with State laws and never while a vehicle is in motion, including hands-free service, by a driver.
- When equipment is needed for the transport of specific students, including, car seats, safety vests harnesses, wheelchair tie downs, etc., they shall be provided by the Contractor at the Contractor's sole cost and expense.
- All buses will be diesel or gasoline fueled unless the School District specifically approves an exception.

Pursuant to New York State legislation allowing stop arm cameras on vehicles that transport students, if the School District is a participant in such a program established by New York State or Nassau County, the Contractor must have stop arm cameras installed.

10. The Superintendent of Schools of the School District, or his/her designee, reserves the right to reject vehicles to be used under the Contract(s). In the event of rejection, the Contractor will be fully responsible for replacing the rejected vehicle(s).

### **Section 12 – Fuel**

1. Fuel: It is the intention of the School District to request proposals, including proposals with the School District supplying fuel to be used in the performance of the *Home to School/School to Home* contract for large buses (65-66 passenger bus) and *Home to School/School to Home* contract for vans (20-30 passenger, including lift buses).

- a. 6 miles per gallon will be the basis for fuel allocation for 65-66 passenger buses.
  - b. 11 miles per gallon will be the basis for fuel allocation for 20-30 passenger vans (incl. lift buses).
2. Bus route mileage will be computed on the basis of SBM-15 Forms, known as private contract trip sheets. These forms indicate the daily mileage of a bus used for transporting students to and from school.
3. The successful Proposer will supply a complete set of mileage documents to the nearest tenth of a mile and student counts for all routes. This information will be supplied to the School District within thirty (30) days of commencement of service and thereafter, and prior to October 15th of each renewal year of the agreement.
4. Any fuel used by the Contractor in the performance of the services under the Contract(s) in excess of the allocation computed using the data set forth in paragraphs 1-2 above will be paid for directly by the Contractor. The Contractor will not be reimbursed for this expense.
5. The Contractor must provide signed receipts of delivery to the School District's Transportation Office as soon as the fuel is received. ***Fuel purchases will be spread out equally over the 10-month school year, as determined necessary by the School District.***
6. Should changes occur reducing the total bus route mileage per year, the Board of Education will reduce the mileage allowance accordingly.
7. The Contractor will maintain adequate records as to the fuel used on a monthly basis and submit to the School District a monthly statement signed by an authorized representative of the Contractor showing the total number of gallons used. The Board of Education reserves the right on demand to see the charts of the Contractor which shall show a total mileage traveled by buses/vehicles under the Contract(s) and the total number of gallons used therefore.
8. The Contractor shall be responsible for providing storage tanks and pumps in any instances where the fuel wholesaler under the Contract(s) does not provide the same. The Contractor shall be responsible for ensuring that any storage tank(s) and pumps shall meet any and all requirements of applicable law and regulations; and shall be free of any internal leaks, which may contaminate stored fuel. The Contractor shall be responsible for testing said tank(s) for internal water accumulation at least once per week.
9. Under no circumstance, shall the School District be responsible for deadhead mileage.
10. Deadhead miles are described as follows:

***To-School Runs (including out of district schools)-Deadhead miles are miles travelled from the terminal to the first assigned student stop. Any miles travelled after the last drop off of the to-school run will be deemed deadhead miles.***

***From -School Runs (including out of district schools)-Deadhead miles are miles travelled to the first school of a from-school run. Any miles travelled after the last student drop off of a from-school run will be deemed deadhead miles.***

11. The cost of tolls incurred by the Contractor will not be reimbursed by the School District. Any toll which may have to be paid by the Contractor because a route requires the use of toll road will be considered a regular operating expense.

### **Section 13 – Storage of Buses and Maintenance and Repair Facility**

Every Proposal must address the location of bus storage and the repair and maintenance facility. The bus storage, maintenance, and repair facility or facilities must be located in a reasonable distance and travel time (thirty (30) minutes or less) from all points within the boundaries of the School District so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to address the location or failure to provide a reasonable or suitable location for servicing the Contract(s) proposed may affect scores on Fleet inspection, maintenance schedule and safety. The Contractor must provide bus parking at a reasonable and suitable location. If that location is not at the repair and maintenance facility, the proposal must address the parking location. The School District reserves the right to inspect the proposed bus storage, maintenance, and repair facility or facilities to determine its/their adequacy prior to the award of the Contract. At the time of contract award, the successful Proposer must have 100% of the vehicles provided in the Contract(s) “parked in” (i.e. parked in the designated bus storage location) or in the case where new buses must be purchased, a letter of commitment guaranteeing delivery at least two (2) weeks prior to the start of the Contract(s).

### **Section 14 – Personnel**

1. Due to the daily involvement and management requirements of a transportation system of this size, the Contractor must have a fully qualified staff necessary to carry out effectively the requirements of the Contract(s), including safety supervisor/trainer and road supervisor/trainer assigned to the School District and a dispatcher as specified in this RFP.
2. The Proposer must supply properly certified, qualified New York State school bus drivers and driver attendants/monitors. Each driver shall be properly trained and shall hold the proper class license as to operate the vehicle under his/her operation. The license will always be in each driver’s possession while they are performing services under the Contract(s). The payment of tuition for bus driver training school to certify and to qualify bus drivers will be at the expense of the Proposer.

3. All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All drivers, mechanics, and driver assistants must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Commissioner of Education, 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 for all personnel (including drivers and driver assistants) pursuant to all Federal Department of Transportation, State Education Department, and State Department of Motor Vehicles regulations.
  
4. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract(s) 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 Contractor's 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 or his/her/its designee shall have the right to remove any person (driver, attendant or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under the Contract. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or attendants or to direct that they be replaced.
  
5. The successful Contractor shall provide for adequate office and safety supervision of its contractual obligations with the School District, which shall be acceptable to the Board of Education. There shall be no additional cost to the School District for these services. The Contractor will employ a full-time SBDI/19-A Trainer, a road supervisor/trainer solely for the School District to ensure a safety program consistent with the expectations of the Board of Education. Monthly safety meetings will be held for all employees of the Contractor. The School District must approve all staff including office staff as set forth below.

At least one person must be available so that the lines of communication are maintained between the School District and the Contractor during the times that buses are on their scheduled routes or extracurricular trips. This shall include evenings and weekends.

6. The Contractor shall provide a dispatcher at a designated telephone number at the main fleet depot to answer calls concerning daily service, including missed service and late pickups or drop-offs. The dispatcher shall be on duty from no less than ½ hour prior to the time the first AM bus run begins, until ½ hour after the time when the last PM bus run is completed. Said dispatcher will maintain contact with the School District as necessary.
  
7. The Contractor shall be responsible for maintaining adequate services and facilities each day. The dispatcher must be thoroughly familiar with safety regulations, and all routes and

operator's daily assignments. The dispatcher must be able to read and understand the logbook and be able to answer all reasonable questions on the day's operations. The dispatcher must be thoroughly familiar with the geography of the School District, prevailing traffic patterns and bus routing procedures in effect. The dispatcher shall further have the authority to send a substitute driver and bus to cover for any bus having mechanical difficulty and/or any type of accidents. The Contractor shall provide direct private line telephone equipment and service between the dispatch operations center and the School District's Transportation Office. .

8. 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 its maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of the Contract(s).
9. The Contractor is required to have access to internet communications and periodically throughout school days check an email address that the Contractor will supply to the School District. **In addition, the Contractor must provide the School District with an emergency phone number to reach the Contractor 24 hours a day/7 days a week.**
10. The Contractor's driver work force shall be maintained at a level large enough to support the School District's daily operational needs, with spare drivers in sufficient numbers to handle any emergency situation and cover all necessary routes, trips and/or runs as required by the School District. The School District shall be notified daily of any driver, driver assistant, or bus matron absences on AM and/or PM runs.
11. Each vehicle utilized in performing services for any handicapped/special needs children may have a driver assistant in addition to the driver; that driver's assistant may be an employee of the Contractor or the School District at the discretion of the Board of Education. Each such employee shall be fully capable of lifting and seating pupils when required. The School District reserves the right to assign School District's employees as driver assistants to any route in its sole discretion.
12. In the event that a substitute driver is utilized, the School District must be immediately notified. A substitute driver must be provided from the list submitted as set forth in paragraph 18 below. Substitute drivers must meet all of the requirements herein and shall be fully familiar with the driving area and routes of the School District.
13. The Contractor shall at all times have substitute drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under the Contract(s). The number of substitute drivers shall not be less than ten percent (10%) of the number of drivers required to bring children to and from school on a regular basis. These drivers cannot be used for any other purpose without the express written permission of the School District.

14. Each Proposer must submit a complete list of all school bus drivers who are assigned to perform any services under the Contract(s) who have been involved in accidents during the past five (5) years. (If the Proposer is the current Contractor, then they are to provide accident records for all drivers currently servicing the School District. All other Proposers are to provide accident records for all current drivers in the Proposer's closest school district of equal size or larger.)
15. Each proposed regular or substitute school bus driver and attendant must be twenty-one (21) years of age or older.
16. Completed driver application forms are to be submitted to the School District, in a file, along with a certification that the Contractor's Supervisor has verified previous employment, reviewed driver's license and abstract, obtained and verified at least three (3) letters of reference, completed fingerprinting, obtained the applicant's authorization for a criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction and conducted a personal interview.
17. Each driver and bus attendant/monitor must be able to communicate both verbally and in writing, as necessary, in English, to execute his/her responsibilities in this regard with no exception.
18. All employees hired by the Contractor to provide services pursuant to the Contract(s), including administrative and office personnel, must be approved for employment by the Superintendent of Schools of the School District or his/her designee. The Contractor shall submit to the School District, upon award and no later than August 15th during each extension year for the life of the Contract(s), a list of the names and addresses of all regular and substitute drivers and bus attendants/monitors employed to provide the services required hereunder, driver abstracts for each, and current photographs of each of these employees. Said list and photographs shall be updated by the Contractor by adding or deleting such information regarding any such driver or attendant/monitor hired or terminated after that date and at the time such hiring or termination takes place.
19. Since the action and conduct of the bus drivers and attendants/monitors/assistants/matrons reflect upon the school system as a whole, the School District reserves the right to have the Contractor immediately replace drivers and/or attendants/monitors/assistants/matrons the School District determines unsatisfactory. The School District reserves the right to interview all drivers and attendants/monitors/assistants/matrons before they are assigned. The Superintendent of Schools or his/her designee shall have the final authority for making determinations concerning the acceptability of drivers and attendants/monitors/assistants/matrons, and the Superintendent of Schools or his/her designee may require the replacement of any driver and/or attendant/monitor/assistant/matron, at any time, and for any reason. The Superintendent of Schools or his/her designee reserves the right, in the exercise of his/her sound discretion,

to reject or require the replacement of drivers and/or attendants/monitors/assistants/matrons without being limited to considerations of the individual's health and driving records. The Contractor shall hold harmless, defend and indemnify the School District from and against any and all claims and damages made against the School District in connection with its exercise of its right to reject or request the removal of the Contractor's personnel.

20. A complete description of the Contractor's driver compensation package and negotiations history, including strikes, and filed unfair labor practices charges in connection with collective bargaining must be submitted with the proposal, along with the current term of the collective bargaining contract. This package must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses and the like. Collective bargaining agreements and/or employee handbook must also be provided. The Contractor assumes all responsibility and/or liability that may arise in connection with existing collective bargaining agreements involving the present provider(s) of the transportation services being sought.
21. Each regular and substitute school bus driver shall be examined by a physician prior to beginning service and shall receive annual physical examinations as required by Section 156.3(b)(3) of the Regulations of the Commissioner of Education. Such physical examinations shall be reported immediately to the School District by the physician on forms prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law and Section 156 of the Regulations of the Commissioner of Education. Such physical examinations shall be conducted within four (4) weeks prior to the beginning of service in each school year. In no case shall the interval between physical examinations exceed a 13-month period. The costs of such examinations shall be paid by the Contractor and/or the drivers.
22. Each school bus monitor and attendant shall be examined by a physician prior to beginning service as required by Section 156.3(c)(3) of the Regulations of the Commissioner of Education. The written report of the physician shall be provided to the School District and shall be considered in determining the fitness of the monitor or attendant to carry out his or her functions. Such physical examination shall be conducted within two (2) weeks prior to the beginning of service in each school year. The costs of such examinations shall be paid by the Contractor and/or the monitors or attendants.
23. The School District reserves the right to have their doctor examine anyone providing service under the Contract(s). The cost of the school physician will be borne by the Contractor. Anyone with health conditions including, but not limited to, blood pressure and/or diabetic problems may be examined by the School District physician periodically at the School District, at the discretion of the School District.
24. All drivers and driver assistants must also comply with any Federal, State, or local drug and alcohol testing requirements, and any physical ability tests that may be mandated

during the term of the Contract(s). The Contractor must maintain a drug-testing program for transportation employees including, but not limited to, pre-employment, post-accident, and return to duty.

25. A driver assigned in connection with the Contract(s) shall be available for meetings when requested by the Superintendent of Schools or his/her designee.
26. The successful Proposer shall further provide written proof that all drivers meet the requirements as required in Article 19-A of the New York State Vehicle and Traffic Law , and the successful Proposer must meet all the qualifications of the New York State Department of Transportation Regulations Parts 720 and 721.
27. Each regular or substitute bus driver must have fingerprinting clearance as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law. The cost of said fingerprinting shall be borne by the Contractor.
28. The Bus Driver Article 19-A/SED checklist must be submitted annually to the School District for each driver. No regular or substitute driver is to be assigned to perform any part of the Contract(s) prior to such written approval by the Superintendent of Schools of the School District or his/her designee.
29. For each regular or substitute school bus driver assigned to the nearest terminal to the School District, and the terminal that will service the Contract(s) if they are different, the Contractor must submit an annual report of the bus driver's driving records for review and approval by the School District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Part 156 of the Regulations of the Commissioner of Education and the schedule of the School District.
30. The Contractor shall not reassign drivers after the first four (4) weeks of school, except in the event of a resignation or a termination, at the School District's request, or with the School District's prior written approval.
31. All drivers shall attend Mandatory Sexual Harassment and Child Abuse training and any additional training deemed necessary by the School District, including sensitivity training. The cost of such training shall be paid by the Contractor. **The Contractor will notify the School District's Business Office through a written report of said training and driver attendance.**
32. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid. All attendants must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, and first aid. **The Contractor will notify the School District's Business Office through a written report**

**of said training and driver attendance.** All bus drivers and attendants 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 and/ or the Department of Motor Vehicles. The cost of such instruction and training shall be paid by the Contractor. Copies of driver and attendant training plans shall be provided to the School District's Business Office upon award, no later than August 15th of each renewal year, and at any time such plans are changed.

33. All drivers and driver assistants provided by the Contractor pursuant to the Contract(s) shall be properly dressed and shall wear, at all times when driving for the School District, photo identification badges provided by the Contractor at its expense. Such badges shall be worn at all times when transporting students. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the School District in a positive way.
34. The Contractor must submit a copy of its company policies concerning driver recruitment, training, supervision and performance evaluation. The Contractor assumes all responsibility and/or liability that may arise in connection with existing collective bargaining agreements involving the present provider(s) of the transportation services being sought through the proposal process.
35. It is recognized that for the protection of the children, drivers, and all other persons 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 bus or serve as a bus monitor or bus attendant for the School District, 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 District bus or serve as a bus monitor or attendant for the School District who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation.
36. The Contractor must properly investigate the ability and character of all school bus drivers (regular and substitute) and attendants/monitors and must certify to the Superintendent of Schools, in writing, that each such driver is properly trained, certified, and possesses the required ability and character to perform the required services under the Contract(s).
37. It is understood that the Contractor will take all reasonable precautions to see that the Contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the Contractor that any of its employees has been, or is reputed to have been, involved in any crime or act which might raise any doubts as to the employee's fitness for work with children, it shall be the duty of the Contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. Any allegation that an employee or agent of the Contractor has been,

or is reputed to have been, involved in a crime or act which may raise a doubt as to the employee's or agent of the Contractor's fitness for work with children shall immediately be brought to the attention of the School District, in writing to the Superintendent of Schools or his/her designee. Such notice to the School District shall be provided even if the Contractor has not yet completed an investigation of the allegation(s) at issue.

38. The School District reserves the right to reject any driver based on failure to comply with any requirement under this Section 14, or any failure under SED Regulations, including, 156.3 of the Commissioner's Regulations, New York State Vehicle and Traffic Law Article 19-A, or any misconduct. Such disqualifications will be provided in writing.
39. The School District reserves the right to request the removal of an employee of the Contractor for any reason, and the Contractor shall comply with all such requests. In the event the School District exercises said right, the Contractor will indemnify and hold the School District, its Board of Education, officers, employees and representatives harmless from any and all claims the Contractor's employee may have in connection with the School District's request for removal.
40. The Contractor must comply with all State, Federal, and local laws and regulations, and Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants/monitors.
41. The Contractor shall provide bus attendants/monitors or driver assistants on buses as needed and determined by the School District for the purpose of administering epi-pens to students that have allergies. The School District will provide said bus attendants/monitors and bus drivers with training for this purpose.
42. Each bus driver shall be responsible for filing a daily report or DDIR form each day that includes the mechanical condition of the bus and their pre-trip verification. Each driver is responsible for the filing of student conduct reports, provided by the School District, in a timely fashion. The reports are to be submitted to the Main Office of the school, and the Building Principal, as soon as possible after they are written. Said forms are to be kept on file by the Contractor and made available to the Superintendent of Schools of the School District or his/her designee as requested.
43. In order to command a high public respect for the driving staff as a whole, all of the Contractor's employees providing services pursuant to the Contract(s) will present a neat personal appearance at all times. All such employees must be neatly dressed. Cut-off T-shirts and short shorts are not acceptable. Safety appropriate footwear shall be worn at all times. Open toe shoes are not acceptable.
44. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the School District's premises or buses utilized pursuant to the Contract, by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any

alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses at any time, with or without students, in School District buildings, or on School District property, by Contractor's employees. The Contractor is required to fully inform its employees of this provision. No alcoholic beverage or illegal intoxicant shall be allowed at the bus terminals. The School Districts has a “drug free zone” policy on school property.

45. Each driver will be responsible for complete control of the bus. Each driver will be responsible for the pupil management of the bus and will have commensurate authority to cope with this responsibility. The driver in charge will immediately report all pupil problems to the Building Principal and the School District Transportation Office. In addition, drivers shall immediately notify the Assistant Superintendent for Business & Operations or his/her designee of any safety related issues that occur during any bus route or trip. Violation of good conduct and improper behavior on the part of students shall be handled strictly according to the procedures in effect in the School District during the term of the Contract. It is of paramount importance that drivers and matrons maintain good order on the school buses. Drivers and/or matrons will be required to attend suspension or other disciplinary hearings and/or meetings 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 who fails to do so. Any cost or salary reimbursement for attendance at such suspension or other disciplinary hearings and/or meetings by drivers shall be borne by the Contractor.
46. The successful Proposer must provide voice communication between base of operations and drivers.
47. The successful Proposer must submit to the School District, upon award, by August 15th of any renewal term, and at any time such policies are changed, a copy of the current Contractor policies concerning driver recruitment, training, supervision and performance evaluation.
48. Drivers shall not eat or drink while on vehicles used to provide services pursuant to the Contract(s).
49. When directed by the Individual Education Plan (“IEP”), each vehicle utilized in performing services under the Contract(s) for any handicapped/special needs children will have an attendant, in addition to the driver, who is employed and properly trained by the Contractor. Each such employee shall be fully capable of lifting and seating pupils when required. All such personnel, including both drivers and attendants, must be capable of being trained on and capable of operating various medical devices (e.g., braces, tracheal breathing devices, etc.) necessary to the well-being of the pupils being transported.
50. **Under no circumstance, shall the drivers, monitors or attendants provide parents and/or legal guardians of the students with their personal telephone numbers. All**

**inquiries and/or requests from parents and/or legal guardians must be immediately directed to the School District's Business Official or his/her designee.**

51. Drivers will keep the interior and exterior of buses in an orderly, clean, and sanitary condition. The Contractor is responsible for ensuring that any school bus used in the performance of the Contract(s) **is be cleaned on the interior daily**. The School District reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter onto School District properties, but must be deposited into receptacles designated for such debris and trash.
52. Drivers will be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Board of Education and/or the School District's administration.
53. The Contractor will inform all personnel providing services under the Contract(s) that changes in routes, stops or schedules may be made only with the approval of the School District. Additionally, prior to transporting students on their assigned runs, all drivers shall traverse ("dry run") their assigned routes until they become familiar with all stops and roads and not less than two (2) times prior to the start of the transportation service each year. Such dry runs shall be verified in writing on a form to be approved by the School District and shall be submitted to the School District's Business Official or his/her designee prior to the start of the transportation service each year.
54. When any driver of a school bus shall have been on-duty driving continuously for ten (10) hours, or at separate intervals for ten (10) hours in the aggregate, or work a total of fifteen (15) hours as a bus driver and other employment in any twenty-four (24) consecutive hour period, including time for meals, s/he shall not continue to work or again go on duty without having had at least eight (8) consecutive hours off duty. The period of release from duty herein required shall be free from and off the school bus, and free from work of any kind with any employer, and shall be given at such places and under circumstances that rest and relaxation from the strain of the duties of employment may be obtained. Every driver of a school bus shall receive at least twenty-four (24) consecutive hours of rest in every calendar week from all employment. The provision of this paragraph shall not apply in case of accident or Act of God, or a cause not known to the Contractor or driver, or to his/her officers in charge of such operation at the time that such driver left the place where s/he last went off duty prior to such delay. Any change in State or Federal Law or Regulation will supersede this paragraph.
55. The successful Proposer shall be required to carry out all reasonable requests and instructions of the School District's Business Official or his/her designee. This includes

proof of attendance at the required two refresher courses on bus safety, the additional instructions for drivers of handicapped students and attendance at a driver training class.

56. Drivers shall comply with all other safety aspects prescribed by Section 156 of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject.

**Section 15 - Safety**

1. The Contractor shall maintain a comprehensive safety program. Within fourteen (14) days of the award of the proposal, the Contractor shall submit its safety program to the School District. The Contractor's safety program must comply in all respects with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers. The Contractor's safety program will include the training of the Contractor's staff on safety issues and monthly safety meetings. Each driver and/or attendant performing services pursuant to the Contract(s) 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. Monthly safety meetings will be held for all employees of the Contractor. In compliance with Homeland Security, the Contractor will comply with Nassau County's emergency plan. An evacuation drill will be held once a year at no cost to the School District.
2. Each driver shall use all care to guard the children, prevent undue crowding and maintain order in his/her bus at all times without the use of force or fear. Any child refusing to obey the driver shall be reported to the School District Transportation Office immediately.
3. Every driver is responsible for the following: All children riding on the buses are to board and be discharged at designated stops only. Courtesy stops at any other location are strictly prohibited. Unauthorized passengers are prohibited. All children are to enter and leave the vehicle at roadside or curbside, except in compliance with present practice or at the direction of the School District's Business Official or his/her designee. Children who are designated crossers should not cross before the arrival of the bus in the morning or after departure of the bus in the afternoon.
4. Each school bus shall come to a full stop before crossing the tracks of any railroad and before crossing any state highway, and shall follow the procedures as outlined in the State Education Department training program.
5. The Contractor will hold school bus safety drills as described in 156.3(f) of the Regulations of the Commissioner of Education at such times and locations as will be designated by School District officials. These are to be supervised by the Building Principals or his/her designee. The first emergency drill shall be conducted during the first week of the school term or as directed by the School District. The Contractor shall be responsible for providing practice and instruction to the drivers 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. The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to State Education Department regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the School District.

6. The Contractor will ensure that bus drivers, when called upon by either the School District or municipal authorities, will cooperate in the prosecution of cases before any court agency involving motorists who are charged with having passed a stopped school bus.
7. Pupils from other school districts may be transported on buses under contract to the School District under shared service agreements without additional charge.
8. Drivers must always have accurate up-to-date student lists on board the school bus.
9. Within one month of operation, the drivers, driver assistants, monitors, attendants, and matrons will have learned the names of the school bus riders.
10. The School District reserves the right to conduct unannounced driver evaluations, facilitated by a state approved school bus driver training instructor, as the School District deems necessary, with all costs to be borne by the Contractor.
11. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus, except in the case of emergency as set forth in paragraph 15 below. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.
12. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals row by row if needed. Buses are never to be left unattended on School District property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are in the driver's possession at all times. At such times, the school bus airbrakes must be pumped down completely so spring brake engages.
13. Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. Any nonfunctioning seat belts must be repaired by the Contractor within twenty-four (24) hours.
14. Drivers are required to check all seats on the bus every day following each trip of their route assignment after unloading students, to ensure that children or articles have not been left on the vehicle and to inspect for mechanical defects. All vehicles are required to be equipped with an electronic child check system.

15. Drivers shall not disembark from the school bus when children are inside, except in the case of emergency; and in such case, before leaving his/her seat the driver shall stop the motor, leave the transmission in gear, set the auxiliary brake, and remove the ignition key.
16. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. All pre-kindergarten through 3rd grade students must be received by an authorized person at all times when discharged. If there is no one to meet the child at the bus stop, the student is to be kept on the bus and the dispatcher is to be notified IMMEDIATELY. The dispatcher must then notify the School District immediately. Drivers shall cooperate fully in all pupil accounting systems as established and amended by the Board of Education and/or the School District's administration.
17. The Board of Education, through the Superintendent of Schools of the School District, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school.
18. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the School District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency, which jeopardizes the health and safety of a pupil. In any such emergency where a driver removes a pupil from a bus providing services hereunder before reaching the pupil's intended destination, the driver must take reasonable steps to ensure the safety of the pupils, including any pupil who has been discharged from the school bus, and must immediately notify the School District of such emergency.
19. All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies of officials of the State of New York. It shall be the duty of each driver to operate his/her bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles in Vehicle and Traffic Law and State Education Department Regulations.

**Section 16 – Accidents/Damages to Property**

1. The Contractor will follow all practices that have been established in the School District for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, the Contractor must immediately notify the Superintendent of Schools of the School District, the State Department of Transportation, the Motor Vehicles Department, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate State agencies and copies forwarded to the School District's Business Office.

2. In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the School District and/or the property of its residents. The Contractor shall be required to make the necessary repairs, at its sole expense, as soon as possible after the damage occurs, for any property damaged by the Contractor, its employees, or agents.
3. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to immediately notify the School District Transportation Office of all accidents and all other unusual situations. These instances shall be brought to the School District's attention immediately.

**Section 17 – Books and Records**

1. **Books and Records:** The Contractor hereby consents to an audit of any and all financial records relating to this Contract by the Department of Audit and Control as required by Section 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(s) may be examined at a mutually agreeable time by duly authorized representatives of the School District.

**Section 18: Requirements for School Bus Drivers and Vehicles**

1. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the School District, upon award of the Contract(s), upon the School District's request, or as otherwise provided herein:
  - a. Article 19-A of the New York State Vehicle and Traffic Law;
  - b. CDL licensing;
  - c. Part 156 of the Regulations of the Commissioner of Education; and
  - d. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident.
2. The Contractor shall deliver to the School District its written report of operations on a monthly basis. Said report shall include, but not be limited to, matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline accidents and required activity, rules of regular route bus driver hours, and other items related to the performance of the Contract(s). The Contractor and the School District shall meet prior to finalizing the format of this report and the information to be included on same.
3. Drivers will be required to complete transportation forms regarding mileage, pupils, pupil

counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Board of Education.

4. The Contractor shall provide to the School District any documents required to be maintained/provided pursuant to the School District's Board of Education Policies.

**Section 19: Inspection by the School Districts**

1. As a condition of the Contract(s), the Contractor agrees to allow School District Administrative Personnel on any property connected with the service provided to the School District for the purpose of inspection 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 the Contract(s). The cost of such personnel will be deducted from payments due the Contractor by the School District under the Contract(s). The Contractor shall also make its garage facility available for inspection of equipment by School District personnel.
2. All material, services and workmanship shall be subject to inspection, examination and test by the School District. The selection of bureaus, laboratories and/or agencies for the inspection, examination and test shall be made by the School District and the School District reserves the right to reject all equipment and labor that does not meet the standards set forth in the within Proposal specifications and/or the law.

**Section 20: No Strikes**

The Contractor shall only employ labor in connection with the Contract(s) capable of working harmoniously. There shall be no strikes, picketing, work stoppages, lockouts, slowdowns or other disruptive activity in connection with the Contract(s) for any reason. The Contractor shall be responsible for providing vehicles and drivers required to proceed under any circumstance. Should it become necessary to create a separate entrance for the Contractor involved in a labor dispute, all costs associated with creating that entrance shall be borne by the Contractor without exception. Such costs shall include, but not be limited to, signage, fencing, temporary roads, and security personnel as deemed necessary by the School District for the safety of its staff, the students and other individuals present in the School District. If the Contractor has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the School District, any conflict between this agreement and any agreements or regulations of any kind at any time in force among members or union councils. The Contractor shall ensure that its work continues uninterrupted during the pendency of a labor dispute. Contractor shall be responsible for any and all costs regardless of the nature of such costs associated with any interruption in service during the pendency of a labor dispute.

**Section 21 – Compliance with Law**

- 1. Equal Employment and Non-Discrimination:** The School District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, disability, gender, gender identity or expression, sexual orientation, predisposing genetic characteristics, familial status, marital or parental status, national original, race, sex, military status, or political opinion or affiliation. The Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, gender, gender identity or expression, sexual orientation, predisposing genetic characteristics, familiar status, marital or parental status, national origin, race, sex, military status, veteran status, or political opinion or affiliation. Such action shall include, but shall not be limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

The successful Proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful Proposer, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, gender, gender identity or expression, sexual orientation, predisposing genetic characteristics, familiar status, marital or parental status, national origin, race, sex, military status, veteran status, or political opinion or affiliation.

The successful Proposer shall cause any subcontractor engaged to perform any services required by the Contract(s) to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

2. The utilization of minority vendors and subcontractors is encouraged, whenever possible, on public contracts. The successful Proposer should make full efforts to locate minority businesspersons.
3. The Contractor will comply with laws of the State of New York and the requirements of Section 156.12 of the Regulations of the Commissioner of Education and all applicable federal, state and local laws, rule, regulations and ordinance affecting the Contract(s).
4. The Contractor will comply with the New York Public Employees' Occupational Safety and Health Standards, United States Occupational Safety and Health Act, as well as any and all Federal, State and Local laws, and/or regulations, regarding toxic and hazardous materials and substances, the School District hereby states its intention not to knowingly purchase or use any product, material or service which may be considered to be in whole or in part, toxic or hazardous.

Further, it shall be the responsibility of the Contractor to inform the School District, in writing, regarding the real or suspected toxic or hazardous nature, in whole or in part of any product, equipment or service which in its implementation, produces an immediate or residual toxic or hazardous consequence or by-product. Said notification shall be provided with the proposal, or at the time purchase is being considered when no proposal is required.

5. The Contractor shall comply with the applicable policies and procedures of the School District. Contractor shall conform to and abide by the policies, rules and regulations of the 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 policies and/or regulations as may reasonably be required by the School District.

**Section 22 – Contractor’s Guarantees**

1. The successful Contractor warrants and guarantees that:
  - a. An authorized representative has read and understands the Specification documents and its proposal is made in accordance therewith.
  - b. An authorized representative has visited the School District and has familiarized himself/herself with the local conditions under which the work is to be performed.
  - c. An authorized representative has visited the School District and has familiarized himself/herself with the current transportation routes and requirements of the requested transportation services.
  - d. Its price proposal is based upon personnel and equipment described in the Specifications and in accordance with all Specification conditions and terms without exception.
  - e. That it is financially solvent and it is experienced in and competent to perform the type of services/work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
  - f. That it shall procure and maintain Workers’ Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed contract.
  - g. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and the School District.
  - h. That it will comply with the New York Public Employees’ Occupational Safety and Health Standards, United States Occupational Safety and Health Act, and the

“Toxic Substances Act” (“Right to Know Act”) with respect to all operations or activities on School District premises.

- i. In accordance with Section 220-E of the Labor Law of the State of New York, it is agreed that:

In the hiring of employees for the performance of the Contract(s) or any approved sub-contractor hereunder, no contractor, sub-contractor, nor any person acting on behalf of such contractor or sub-contractor shall by reason of race, color, creed, disability, sex, or national origin discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

No Contractor, sub-contractor nor any person on his/her/its behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under the Contract(s) on account of race color, creed, disability, sex or national origin.

As prescribed by law, there may be deducted from the amount payable to the Contractor by the School District under the Contract(s) a penalty of fifty (50) dollars for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of Section 220-E of the Labor Law of the State of New York.

This contract may be cancelled or terminated by the School District at any time; if the Contract(s) is/are cancelled by the School District, then all monies due, or to become due to the Contractor hereunder will be forfeited for a second or any subsequent violation of the terms or conditions of this section of the Contract(s).

The aforesaid provisions of this section 22 shall be limited to operations performed within the territorial limits of the State of New York.

- j. The successful Contractor shall conform to the guidelines outlined in the Nassau-Suffolk Affirmative Action Program.
- k. The Contractor will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. The Contractor agrees to comply with any and all Board of Education policy related to drug and alcohol use.
- l. The successful Contractor will comply with any and all other applicable Federal, State, County and/or local laws, rules and regulations; and School District policy. The Contractor will be required to obtain any and all permits and to complete this proposal in accordance with all State, County and local ordinances, rules, regulations and requirements.

**Section 23 – Non-Performance Damages**

1. In view of the difficulty the School District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed non-performance damages and shall not be deemed a penalty.
2. In addition to other fines/non-performance damages set forth herein, five hundred dollars (\$500.00) may be deducted from the Contractor's subsequent payment for the following:
  - a. Each time a driver operates a vehicle in service under the Contract(s) when he/she has not received the proper training, instruction, and/or courses as specified herein within the required time period.
  - b. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
  - c. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio that is operable and can communicate with the base station effectively and efficiently.
  - d. Each school day, or a portion thereof that the Contractor fails to utilize the same radio frequency for all buses servicing the Contract(s).
  - e. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
  - f. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of the Contract(s) and with all applicable laws, including structural and safety provisions.
  - g. Each occurrence, after a driver unloads a student at a facility or home drop off point, where a child has been left on the vehicle unattended.
  - h. Each time a driver is caught smoking on the bus, or School District property and each time a driver is caught eating or drinking on a school bus when actually driving or when children are on board.
  - i. Each time an accident/incident is not reported to the School District immediately or when the School District has been informed that a

replacement vehicle is scheduled, and it does not arrive in the thirty (30) minutes as described in Section 11 of this document.

- j. Each time a driver is used without prior approval of the Superintendent of Schools or his/her designee.
- k. Each time a driver is using a cell phone or hands-free cell phone while driving.
- l. Each time a driver drops off a pre-kindergarten through 3rd grade student without an authorized adult present to receive such student.
- m. Each time a bus does not have the proper equipment (ex. harness, oxygen tank holder, wheelchair tie downs or seat belts, car seats, etc.)
- n. Each time a video camera (if installed) or GPS unit is not operating and/or malfunctioning.
- o. Each time bus runs are doubled up without School District approval and written authorization.
- p. Each time the Contractor has changed bus routes without prior written approval by the School District.
- q. Each time a driver makes an unauthorized house stop.
- r. Each time that the Contractor does not have the number and type of vehicles, drivers or attendants as required by the School District.
- s. Each failure to provide a vehicle to transport the assigned students to or from their designated school within fifteen (15) minutes of the starting time of the designated school (except when weather conditions prevail).
- t. Each failure to provide a spare bus within thirty (30) minutes after a bus has been reported to have a mechanical failure.
- u. Each failure to provide a vehicle equipped with a stop arm.
- v. Each failure to provide a certified driver assistant/monitor on a route so designated.
- w. Each time a driver changes a designated bus stop without prior written approval of the School Districts administrator or their designee.

- x. Each time a driver fails to wear their photo identification badge while transporting School District students.
- y. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while transporting school children under any School District transportation contract.
- z. Each time a driver provides his/her personal number to a parent or legal guardian.
- aa. Each time a driver operates a vehicle in service under the Contract(s) when he/she has not received the proper training, instruction, and/or courses as specified herein within the time period.
- bb. Each time a driver fails to provide reports and/or data required by the School District.
- cc. Each time a Contractor transports an unauthorized rider on an approved School District route.
- dd. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of the Contract(s) and with all applicable laws, including structural and safety provisions.
- ee. Each time the Contractor uses a driver in the performance of the Contract(s) who has not been approved by the School District and/or does not meet the requirements of the State of New York.
- ff. Each time unsafe driving is observed.
- gg. Each time the Contractor fails to provide the approved personnel (supervisors, drivers, mechanics) as required by the Contract(s) per bus per person/ per day for each occurrence that said personnel is not supplied. In addition, the School District will not pay the Contractor for the services that were not provided.
- hh. Each time the Contractor fails to carry proper identification signs pursuant to these specifications (per bus run).
- ii. Failure to provide “dry runs” and supporting documentation, as required by the within specifications.

3. Except as otherwise set forth in these specifications, One Hundred-Fifty Dollars (\$150.00)

will be deducted from the Contractor's subsequent payment for the following:

- a. Each time a driver uses inappropriate language, as determined by the School District.
  - b. Each time any other provision of the Contract(s) is/are violated.
4. In addition to the non-performance damages set forth above, the following non-performance damages will be assessed by the School District:
- a. In the event a strike, picketing, work stoppages, slowdowns or other union/disruptive activity causes an interruption of services for more than twenty-four (24) hours, the 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 the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the School District including but not limited to expenses, costs, reasonable attorneys' fees, etc. resulting from the strike, picket, work stoppage, slowdown or other union/disruptive activity that interrupts service.
  - b. 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. Therefore, the School District expects the Contractor to maintain a DOT passing rate of at least 95% in each annual reporting period. If the Contractor's bus inspection (NYSDOT) profile falls below 90%, the Board of Education reserves the right to terminate the Contract(s). 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 for the School District) no later than thirty (30) days from receipt but not later than October 15th, and following the end of the March 31st reporting period.
5. Certificates of Insurance and Performance Bonds must be received prior to the expiration of previous document. A \$1,000.00 a day fine will be levied for late Certificates of Insurance and Performance Bonds.
6. The School District may, at any time, in writing demand adequate assurance of due performance from the Contractor. The Contractor shall provide written assurance of performance within five (5) days of service of such demand. The School District may, at any time, in writing demand the production of then-current financial statements and records required by this Request for Proposal to demonstrate the continued financial responsibility and solvency of the Contractor. The Contractor shall provide the requested financial statements and records within ten (10) days of service of such demand. Should the Contractor fail to provide written assurance of performance and/or required financial statements and records, the School District may take such actions as permitted under this Section 23.

**Section 24 -Termination**

1. The successful Contractor understands that in the event of failure, omission or neglect of the Contractor to observe the respective rules and regulations herein, or as hereto annexed or as hereto included by reference, or of the conditions, rules and regulations of the Commissioner of Education, or the specifications herein or hereto annexed, and the said neglect, failure or omission continues or persists for a period of time such that the health and welfare of the students being transported is in jeopardy as determined in the sole discretion of the School District, then the School District may take the following action:
  - a. Terminate any Contract(s), in its sole discretion because of unsatisfactory service, unsafe operation, and/or practice, or improper maintenance of vehicles, assignment of unqualified personnel or competence. The Contractor will be held accountable for the demeanor of its employees providing services hereunder found to be uncooperative. Those found unsuitable shall immediately be replaced at the request of the School District.
  - b. If the Contractor, after being notified, fails to correct any improper or unsatisfactory condition within five (5) days, notice of cancellation or termination of contract shall be made by the School District in writing and sent to the Contractor via certified mail to the office and address of the Contractor as indicated in the Form of Proposal.
  - c. In the event that the Contractor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the Contract(s), and does not cure any such failure within the five (5) days of notification, the School District reserves the right to terminate said contract for default, and in order to protect the continuity of operations, the required services may be procured from a satisfactory Proposer, or from any other source the School District deems acceptable. During the five (5) days, liquidated damages as described herein shall be assessed. The Contractor shall be responsible for all costs incurred by the School District as a result of its failure to comply with the terms and conditions of its contract, including, but not limited to the difference between the cost of substitute services.
  - d. The School District, by five (5) days written notice, may terminate the Contract(s) in whole or in part, when it is in its best interest. If the Contract(s) is so terminated, the School District shall only be liable for payment in accordance with the provisions of the Contract(s) for services or supplies rendered prior to the effective date of termination.

- e. Call upon the surety that issued the Performance Bond to the contractor to fulfill the obligations under the terms of said Performance Bond required hereunder.
2. The School District shall have the right to terminate the Contract(s) where the Contractor has failed to meet its obligations under the Contract(s) upon prior written notice to the Contractor. It is understood and agreed by the Contractor that the assessment of penalties set forth in these specifications above shall be in addition to the right of the School District to terminate the Contract(s) for any of the reasons set forth in these Specifications, 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 the Contract(s), the School District shall also have all other the remedies to which it is entitled. The rights of the School District under this paragraph shall not impede or limit the rights of the School District pursuant to all other rights the School District may have, in equity or in law and such remedies shall be in addition to, not in lieu thereof.
3. In addition, the School District reserves the right to terminate its agreement with the Contractor on five (5) days' written notice to the Contractor.

Nothing in this Section shall preclude the School District from protecting its rights and seeking remedies at law and equity in a court of competent jurisdiction.

#### **Section 25 - Disputes**

In case of any ambiguity, inconsistency or error in any of the Contract Documents or of a conflict between a provision of the Contract Documents and provisions of a Federal, State, or local law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent of Schools or his/her designee before the Proposer submits its proposal.

*Contractor waives any and all rights to assert any claims concerning the interpretation of the terms and/or conditions of the Contract Documents subsequent to the award of the Contract(s).*

#### **Section 26 – Miscellaneous Provisions**

1. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part thereof to any person, company or corporation, without the previous written consent of the School District and the Commissioner of Education.
2. The Contractor may not engage subcontractors, hire others to perform all or part of the agreement, nor otherwise delegate the Contractor's obligations to perform under the Contract.

3. The General Conditions, Specifications, Notice to Proposers, and Addenda shall form a part of the Contract(s) 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(s) itself/themselves.
4. Each and every provision of law and clause required by law to be inserted herein and the Contract(s) shall be deemed to be inserted herein and the Contract(s) shall be read and enforced as though it/they 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(s) shall forthwith be physically amended to make such insertion.
5. Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by the School District.
6. It is expressly understood by the Contractor that the Board of Education, by not exercising its rights, or by waiving any of the provisions of the Contract(s), or by exercising the provisions of the Contract(s) in a particular way, the Board of Education shall not be deemed to have waived any of its rights or the Contract requirements.

The Contract(s) shall be governed by the laws of the State of New York and any action related to the Contract(s) must be commenced in the State of New York, Nassau County.

*West Hempstead Union Free School District  
Appendices and RFP Forms*

**APPENDIX A  
PROGRAM DESCRIPTIONS**

**For the purpose of calculating the cost portion of the proposal only, Proposers shall be responsible for calculating the total cost for each year of the Contract(s) and shall further provide a total aggregate cost for a one (1) year, three (3) year, and five (5) year contract. In the event that the voters of the School District do not approve of a multi-year three (3) or five (5) year contract, the cost portion of the proposal will be based upon awarding a one (1) year contract.**

**1. HOME/SCHOOL -SCHOOL/HOME PROGRAM - LARGE BUSES (65-66 PASSENGER CAPACITY)** *(Includes In and Out-of-District Transportation for Public, Private, Parochial and Special Needs Schools and Programs and epi-pen trained matrons)* This is the estimated usage for the 2020-2021 school year. The cost shall be based upon calculating the total annual cost for either a one (1), three (3), or five (5) years of this usage and the prices submitted on Form of Proposal – 1a [School District providing fuel] or 1b [Contractor providing fuel] by multiplying the number of buses by the cost per bus per month. The cost per month will be calculated on the basis of a 185-day school year to achieve the total cost per year, unless a school calendar(s) provides otherwise

**For purposes of calculating the annual cost of the proposal the estimated number of buses, vans, drivers and driver assistants set forth in the Proposal Forms will be used.**

**This Program Profile is an estimate and shall be used for Proposal Award and Bond Valuation Purposes Only**

*The School District reserve its right, in its sole discretion, to determine the vehicle type and number of hours required for each vehicle and/or route. The School District further reserve the right to combine any and all routes (ex. morning, noon and/or afternoon) for purposes of determining the vehicle/hour type route/bus.*

**2. ATHLETIC TRIPS:** Information enclosed indicates the estimated need for **400** athletic trip vehicles. The cost shall be based upon the prices submitted for the Driver Rate Per Hour and Sitting Rate Per Hour for 65 and/or 66 passenger buses and 20-30 passenger vans on Form of Proposal -3 [Contractor provides fuel] calculating the cost of athletic trips utilizing 1.5 hours of driving time and 3.0 hours of waiting time for either one (1), three (3), or five (5) years.

**For purposes of calculating the annual cost of the proposal the estimated number of buses, vans, drivers and driver assistants set forth in the Proposal Forms will be used.**

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

*The School District reserves the right, in its sole discretion, to determine the vehicle type and number of hours for required for each vehicle and/or route. The School District further reserves the right to combine any and all routes (ex. morning, noon and/or afternoon) for purposes of determining the vehicle/hour type route/bus.*

**3. FIELD TRIPS:** Information enclosed indicates the estimated need for **100** field trip vehicles. The cost shall be based upon the prices submitted for the Driver Rate Per Hour and Sitting Rate Per Hour for 65 and/or 66 passenger buses and 20-30 passenger vans on Form of Proposal - 4 [Contractor provides fuel] calculating the cost of field trips utilizing 1.5 hours of driving time and 2.5 hours of waiting time for either one (1), three (3), or five (5) years.

**For purposes of calculating the annual cost of the proposal the estimated number of buses, vans, drivers and driver assistants set forth in the Proposal Forms will be used.**

*The School District reserves the right, in its sole discretion, to determine the vehicle type and number of hours for required for each vehicle and/or route. The School District further reserves the right to combine any and all routes (ex. morning, noon and/or afternoon) for purposes of determining the vehicle/hour type route/bus.*

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West Hempstead UFSD  
Request for Transportation Proposals

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Proposer's Initials: \_\_\_\_\_

**APPENDIX B**

**SECTION 156.12 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION  
AND  
PROPOSAL SCORING DOCUMENT**

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**SECTION 156.12 OF THE REGULATIONS OF THE COMMISSIONER OF  
EDUCATION**

156.12 Transportation contracts awarded through a request for proposals.

- a. Pursuant to the provisions of paragraph a of subdivision 14 of section 305 of the Education Law, all contracts for the transportation of pupils which are subject to the competitive bidding requirements of General Municipal Law shall be awarded to the lowest responsible bidder or through an evaluation of proposals submitted in response to a request for proposals by a Board of Education.
  
- b. When a Board of Education elects to award a contract through an evaluation of proposals in response to a request for proposals, such board of education shall evaluate each proposal from a responding Contractor in accordance with the following criteria:
  - 1. the previous experience of the Contractor in transporting pupils;
  - 2. the name of each transportation company of which the Contractor has been at owner or manager;
  - 3. a description of any safety programs implemented by the Contractor;
  - 4. a record of accidents in motor vehicles under the control of the Contractor;
  - 5. the driving history of employees of the Contractor;
  - 6. inspection records and model year of each of the motor vehicles under the control of the Contractor;
  - 7. maintenance schedules of the motor vehicles under the control of the Contractor;
  - 8. a financial analysis of the Contractor;
  - 9. documentation of compliance with motor vehicle insurance requirements;  
and
  - 10. total cost of the proposal.
  
- c. Any public notice soliciting proposals for transportation services as well as any instructions provided to potential respondents to a request for proposal pursuant to this section, shall specify all of the criteria to be used in evaluating such proposals

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
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Proposer's Initials: \_\_\_\_\_

and shall specify the weightings that the board of education has assigned to each criterion for the purpose of evaluating proposals submitted in response to the request for proposals. For this purpose, no single criterion shall be weighted in excess of 50 percent of the total weight of all of the criteria to be used.

- d. Each district awarding a contract through an evaluation of proposals shall submit such contract to the Commissioner for approval pursuant to the provisions of Education Law, sections 305(14) and 3625, together with satisfactory evidence of the date of the request for such proposals, the forms and instructions used in making such request, the Contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, the scores used to assess each category of the criteria and such other information as the commissioner deems necessary for such approval.
- e. Proposals for contracts for anticipated transportation needs for the following school year shall be requested no later than June 1st, except that proposals for contracts for transportation of children with disabilities shall be requested no later than July 1st of the school year for which such contracts are to be awarded.
- f. Notwithstanding the provisions of subdivision (e) of this section, in the case of an emergency or other unforeseen occurrence or condition affecting transportation services, and requiring immediate action which cannot await responses to a request for proposals, interim contracts may be awarded for a period not to exceed one month, pending the award of a contract for such services in accordance with the provisions of subdivisions (a) through (d) of this section.
- g. Proposals for contracts which cannot be anticipated in accordance with the provisions of subdivision (e) of this section, because of an emergency or other unforeseen occurrence or condition affecting transportation services, shall be requested at least 30 days prior to the beginning date of service.

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**PROPOSAL CRITERIA AND SCORING**

The following criteria will be applied for each of the following transportation contracts: (1a) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with the School District providing fuel; (1b) Home-to-School and School-to-Home Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) including epi-pen trained matrons with Contractor providing fuel; (2) Athletic Trips with Contractor providing fuel; (3) Field Trips with Contractor providing fuel.

	<b>Category</b>	<b>Weight</b>
I(A)	Previous Experience of the Proposer in School Transportation	15
I(B)	Management in performance of contracts in School Transportation	10
II(A)	Safety Program	10
II(B)	Accident History	5
II(C)	Record of Drivers	5
II(D)	Fleet Inspection Record	10
II(E)	Maintenance Schedule of Vehicles	10
III(A)	Financial Analysis	5
III(B)	Insurance Requirements	5
IV	Cost - points to be prorated on percentage over lowest cost	25
<b>TOTAL</b>		<b>100</b>

**The School District requires a minimum score of 75 (seventy-five) for award.**

Contractor \_\_\_\_\_ Date \_\_\_\_\_

Rater \_\_\_\_\_ Date \_\_\_\_\_

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**Pupil Transportation Proposal  
Scoring Document**

Date: \_\_\_\_\_

Contractor: \_\_\_\_\_

CHECKLIST AND  
SCORE \_\_\_\_\_ Evaluator: \_\_\_\_\_

The maximum point allowance for each category is indicated. Total possible point allowance is 100.

**\*\*Supporting documents for IIB, IIC, IID are to be submitted on data stick\*\***

Category

I (A)

Previous experience of the Proposer in transporting pupils.

**Maximum Score – 15 Points**

SCORE: \_\_\_\_\_

I (B).

Evaluation of management in the performance of contracts in School Transportation.

**Maximum Score – 10 Points**

SCORE: \_\_\_\_\_

II (A)

Safety programs implemented by Proposer. Include supporting documents in proposal.

**Maximum Score – 10 Points**

SCORE: \_\_\_\_\_

II (B)

Record of accidents in motor vehicles under the control of the Proposer for the past five (5) years, if applicable. List insurance runs with accident description and ratio of injury vs. physical damage.

**Maximum Score – 5 Points**

SCORE: \_\_\_\_\_

II(C)

Driving history of employees of the company and driving practices. Include abstracts and driving records.

**Maximum Score – 5 Points**

SCORE: \_\_\_\_\_

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

II (D)

Inspection records and model year of the motor vehicles under the control of Proposer NYS DOT BUSNET score.

Include NYSDOT OPERATOR PROFILE for three (3) previous years and the current profile from April 2019 to present date for all Nassau and Suffolk locations. (Region 10)

**Maximum Score – 10 Points**

SCORE: \_\_\_\_\_

II (E)

Maintenance schedule of the motor vehicles under the control of the Proposer. List programs and preventive maintenance programs implemented and followed.

**Maximum Score – 10 Points**

SCORE: \_\_\_\_\_

III (A)

Financial analysis of Proposer (include previous three (3) years of audited financial statements)

**Maximum Score – 5 Points**

SCORE: \_\_\_\_\_

III (B)

Compliance with the state and local insurance and bonding requirement. Include insurance certificate.

**Maximum Score – 5 Points**

SCORE: \_\_\_\_\_

IV (A)

Overall cost of proposal over the period of time requested.

Points will be awarded as a percentage of all Proposers.

**Maximum Score – 25 Points**

SCORE: \_\_\_\_\_

TOTAL SCORE: \_\_\_\_\_

MAXIMUM TOTAL SCORE 100 POINTS

**The School District requires a minimum score of 75 (seventy-five) for award.**

West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

***APPENDIX C***

- ***NON-COLLUSIVE CERTIFICATION***
- ***HOLD HARMLESS AGREEMENT***
- ***IRAN DIVESTMENT CERTIFICATION***
- ***STATEMENT ON SEXUAL HARASSMENT***
- ***AFFIDAVIT OF COMPLIANCE***

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**NON-COLLUSIVE CERTIFICATION**

Firm Name:

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Business Address:

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Telephone Number: (    ) \_\_\_\_\_

Date of Proposal Opening: \_\_\_\_\_, 2020

I.     General Bid/Proposal Certification

The Proposer certifies that it will furnish, at the prices herein quoted, the materials, equipment and/or services proposed on this bid/ proposal.

II.    Non-Collusive Bidding Certification

By submission of this proposal, the Proposer certifies that it is complying with Section 103-d of the General Municipal Law as follows:

1)     Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the Proposer and affirmed by such Proposer as true under the penalties of perjury. In compliance with such requirement, the Proposer hereby submits the following Non-collusive bidding certification:

(a) By submission of this bid/proposal, each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint bid/proposal 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/proposal 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 Proposer or with any competitor;

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

(2) Unless otherwise required by law, the prices which have been quoted in this bid/proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and

(3) No attempt has been made or will be made by the Proposer to induce any other person, partnership or corporation to submit or not to submit a bid/proposal for the purpose of restricting competition.

(b) A bid/proposal 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 Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the bid/proposal a signed statement which sets forth in detail the reasons thereof. Where (a) (1) (2) and (3) above have not been complied with, the bid/proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid/proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2) Any bid/proposal hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate Proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid/proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the bid/proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

**The Proposer affirms the above statement as true under the penalties of perjury.**

Signature of Proposer: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day

of \_\_\_\_\_, 20\_\_\_\_\_

\_\_\_\_\_  
(Notary Public)

**THIS FORM MUST BE SIGNED AND NOTARIZED**

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND NOTARIZED  
SUBMIT WITH PROPOSAL**

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE WEST HEMPSTEAD UFSD, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

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

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

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 \_\_\_\_\_

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**WEST HEMPSTEAD UFSD  
PROPOSER'S CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT OF 2012**

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

Additionally, Bidder/Contractor is advised that once the Prohibited Entities List is posted on the OGS Website, any Bidder/Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to this solicitation must certify at the time the Contract is renewed, extended or assigned that it is not included on the Prohibited Entities List.

During the term of the Contract, should the School District receive information that a Bidder/Contractor is in violation of the above-referenced certification, the School District will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the School District shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default. The School District reserves the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

**I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither  
the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.**

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_\_

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**DECLARATION OF BIDDER'S INABILITY TO PROVIDE CERTIFICATION  
OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

*Bidders shall complete this form if they cannot certify that the bidder /Contractor or any proposed subcontractor is not identified on the Prohibited Entities List. The School District reserves the right to undertake any investigation into the information provided herein or to request additional information from the bidder.*

Name of the Bidder: \_\_\_\_\_

Address of Bidder: \_\_\_\_\_

Has bidder been involved in investment activities in Iran? \_\_\_\_\_  
Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

If so, when did the first investment activity occur? \_\_\_\_\_

Have the investment activities ended? \_\_\_\_\_

If so, what was the date of the last investment activity? \_\_\_\_\_

If not, have the investment activities increased or expanded since April 12, 2012? \_\_\_\_\_

Has the bidder adopted, publicized, or implemented a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran? \_\_\_\_\_

If so, provide the date of the adoption of the plan by the bidder and proof of the adopted resolution, if any and a copy of the formal plan. \_\_\_\_\_

In detail, state the reasons why the bidder cannot provide the Certification of Compliance with the Iran Divestment Act below (additional pages may be attached):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, \_\_\_\_\_ being duly sworn, deposes and says that he/she is the \_\_\_\_\_ of the \_\_\_\_\_ Corporation and the foregoing is true and accurate.

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

## NEW YORK STATE SEXUAL HARASSMENT LAWS

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 must certify as to its own organization, under penalty of perjury, that the 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 shall, at a minimum, meet the requirements of section two hundred one-g of the NYS labor law. A model policy and training has been created by the NYS Department of Labor and can be found on the NYS Department of Labor's website. The bidder must guarantee that they have implemented a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment prevention training to all of its employees in accordance with New York State Labor law § 201-g by submitting the attached certification along with its bid.

---

West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**BIDDER'S STATEMENT ON SEXUAL HARASSMENT**

**IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW § 139-1**

In accordance with State Finance Law § 139-1, which generally prohibits the School District from entering into contracts pursuant to the bid process with persons who fail to submit a certification affirming compliance with New York Labor Law § 201-g, the bidder submits the following certification under the penalty of perjury:

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 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. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

Dated: \_\_\_\_\_ New York

\_\_\_\_\_ 20 \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Signature of Authorized Official

\_\_\_\_\_  
Printed or Typed Name of Official and Title

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_\_

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**WEST HEMPSTEAD UFSD**  
252 Chestnut St.  
West Hempstead NY, 11552

**AFFIDAVIT OF COMPLIANCE**

**STATE OF**

**COUNTY OF**

\_\_\_\_\_, being duly sworn, deposes and says:

1) That (s)he is an officer or representative of \_\_\_\_\_  
and that (s)he has the authority to sign this affidavit.

2) This affidavit is offered as an inducement to the West Hempstead UFSD to award to \_\_\_\_\_ such contracts for services as directed by the Board of Education, in accordance with New York State law and with School District policy.

3) That no Officer, Employee or Stockholder of the above-referenced vendor is an Employee, in any position, Administrator or Board Member at the West Hempstead UFSD.

4) That no Officer, Employee or Stockholder of the above-referenced vendor is related to an employee in any position, administrator or Board Member, at the West Hempstead UFSD other than as disclosed below:

Vendor: List Officer, Employee or Stockholder's Name	Position with Vendor	WEST HEMPSTEAD UFSD Employee, Administrator or Board Member Name	Relationship between parties

Sworn to before me this \_\_\_\_\_  
day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signed

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

***APPENDIX D***

- ***VEHICLE LIST***
  
- ***SCHOOL LIST***

Date of Opening: May 1, 2020  
11:00 a.m.

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West Hempstead UFSD  
Request for Transportation Proposals

Proposer's Initials: \_\_\_\_\_



**West Hempstead U.F.S.D.  
SCHOOL HOURS**

<i>SCHOOL</i>	<i>ADDRESS</i>	<i>HOURS</i>
<i>CHESTNUT ST SCHOOL</i>	<i>252 CHESTNUT ST, WH</i>	<i>8:40-2:50 *</i>
<i>CORNWELL AVE ELEM</i>	<i>250 CORNWELL AVE, WH</i>	<i>9:05-3:20</i>
<i>GEORGE WASHINGTON ELEM</i>	<i>347 WILLIAM ST, WH</i>	<i>8:55-3:10</i>
<i>WEST HEMPSTEAD MS</i>	<i>450 NASSAU BLVD, WH</i>	<i>7:55-2:40</i>
<i>WEST HEMPSTEAD HS</i>	<i>400 NASSAU BLVD, WH</i>	<i>7:55-2:40</i>
<i>HANC - WEST HEMPSTEAD</i>	<i>609 HEMPSTEAD AVE, WH</i>	<i>M-THU: 8:00-4:00</i> <i>FRI: 8:00-1:40</i>
<i>HANC - UNIONDALE</i>	<i>215 OAK ST, UNIONDALE</i>	<i>M-THU 8:00-4:40</i> <i>FRI: 8:00-1:40</i>
<i>KELLENBERG</i>	<i>1400 GLENN CURTIS BLVD, UNIONDALE</i>	<i>8:00-3:10</i>
<i>CHAMINADE</i>	<i>340 JACKSON AVE, MINELOA</i>	<i>8:05-3:00</i>
<i>ST. JOSEPH'S</i>	<i>450 FRANKLIN AVE, GARDEN CITY</i>	<i>8:00-2:10</i>
<i>ST. ANNE'S</i>	<i>25 DARTMOUTH ST, GARDEN CITY</i>	<i>8:00-2:00</i>
<i>ST. THOMAS</i>	<i>112 WESTMINSTER RD, WH</i> <i>DOORS OPEN AT 7:45</i>	<i>8:00-2:30/40</i>
<i>STELLA K HS FOR GIRLS</i>	<i>291 MEADOWVIEW AVE, HBP</i>	<i>M-TUES 8:30-5:15</i> <i>WED: 8:30-4:27</i> <i>THURS: 8:30-5:15</i> <i>FRI: 8:30-1:10</i>
<i>SHULAMITH HS FOR GIRLS</i>	<i>305 CEDARHURST AVE, CEDARHURST</i>	<i>M-THU 8:15-5:00</i> <i>FRI-8:15-1:12</i>

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**West Hempstead U.F.S.D.  
Large Bus Schedule**

WEST HEMPSTEAD SCHOOL DISTRICT BUS SCHEDULE for 2019-2020					
BUSES	AM		PM		
1	HANC-1 wh (8:00)	CS-GREEN (8:40)	CS-GREEN (2:50)	HANC-1 wh (4:00)	4 HR BUS
2	HANC-2 wh (8:00)	CS-RED (8:40)	CS-RED (2:50)	HANC-2 wh (4:00)	4 HR BUS
3	HANC-4 wh (8:00)	CS-BLUE (8:40)	CS-BLUE (2:50)	HANC-4 wh (4:00)	4 HR BUS
4	HANC UNION #10 (8:00)	CA-1A (9:05)	CA-1P (3:20)	HANC UNION #10 (4:45)	5 HR BUS
5	HANC UNION #9 (8:00)	CA-2A (9:05)	CA-2P (3:20)	HANC UNION # 9 (4:45)	5 HR BUS
6	HANC UNION #6 (8:00)	CA-3A (9:05)	CA-3P (3:20)	HANC UNION #6 (4:45)	5 HR BUS
7	HANC UNION #13 (8:00)	CA-4A (9:05)	CA-4P (3:20)	HANC UNION #13 (4:45)	5 HR BUS
8	MS-17 (7:55)	CA-5A (9:05)	MS-17 (2:40)	CA-6P (3:20)	4 HR BUS
9	KELL-8 (8:00)	CA-6A (9:05)	STTH (2:40)	GW-11P (3:10)	4 HR BUS
10	KELL-20 (8:00)	CA-7A (9:05)	CA-7P (3:20)		4 HR BUS
11	GW-11A (8:55)		CA-5P (3:20)		4 HR BUS
12	GW-9A (8:55)		GW-9P (3:10)	SKA/SHU (5:00/5:15)	5 HR BUS
13	STAN/STJO/STTH-18 (7:45/8:00)	GW-10A (8:55)	ST. ANNE (2:20)	GW-10P (3:10)	4 HR BUS
14	HS-12 (7:55)	GW-8A (8:55)	HS-12 (2:40)	GW-8P (3:10)	4 HR BUS
15	HS-14 (7:55)	GW-16A (8:55)	HS-14 (2:40)	GW-16P (3:10)	4 HR BUS
16	HS-15 (7:55)	GW- 19A (8:55)	HS-15 (2:40)	GW-19P (3:10)	4 HR BUS
17	CHAMINADE (8:00)		CHAMINADE (2:45)	HANC 5:25	5 HR BUS
18	GW-18A (8:55)		KELL-8 (3:00)		4 HR BUS
19			KELL-20 (3:00)		4 HR BUS
20	SKA/SHU-2 (8:15/8:30)		ST. JOE (2:20)	GW-18P (3:10)	4 HR BUS
HANC-1 - ATTENDANT (EPI PEN TRAINED)					
HANC-10 - ATTENDANT (EPI PEN TRAINED) FOR 2 students CA-1A - ATTENDANT (EPI PEN TRAINED )					
HS-12 - ATTENDANT ON BUS FOR 1 STUDENT- SHE MUST ALWAYS BE LAST PICK UP IN AM AND FIRST DROP OFF IN PM					
GW-8A - ATTENDANT ON BUS					
GW18A - ATTENDANT ON BUS FOR 1 STUDENT					
<b>TOTAL OF:</b>					
14 - 4HR BUSES/ 6- 5 HR BUSES					

West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

***WEST HEMPSTEAD UFSD***  
***Proposal Forms***

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West Hempstead UFSD  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

**HOME TO SCHOOL AND SCHOOL TO HOME TRANSPORTATION LARGE BUS 65-  
66 PASSENGER  
WITH EPI-PEN TRAINED MATRONS  
WITH AND WITHOUT FUEL  
FORM OF PROPOSAL  
1A and 1B  
BOARD OF EDUCATION  
WEST HEMPSTEAD UFSD**

Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**The Proposer mentioned above hereby declares and certifies:**

That said Proposer has carefully examined the written specifications for furnishing transportation services for the West Hempstead UFSD , West Hempstead, New York, and that said Proposer has examined and fully comprehends all of the General Conditions, Specifications, Appendices and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the proposal documents:

**First:** That said Proposer is of lawful age and the only one interested in this proposal and that no one other than said Proposer has any interest herein.

**Second:** That this proposal 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.

**Third:** That no member of the Board of Education of the West Hempstead UFSD , 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 proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

**Fourth:** That said Proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.

**Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

**Sixth:** The undersigned further declares that he/she has received and examined the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**FOR THE PROPOSAL TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.**

**Seventh:** The Proposer shall check here \_\_\_\_\_ if the proposal has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Proposer shall submit a list of said equivalents with a detailed description of same. This item in no way prohibits the Proposer from submitting equivalents after the award of the Contract(s).

**Eighth:** The undersigned further understands and agrees that he/she is to furnish all labor, services, materials, and equipment, supplies, and other facilities and things necessary for the execution of the **following transportation proposal forms.**

**-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-**

**TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2020-2021 School Year 65-66 Passenger Bus</b>					
<b>No of Hours</b>	<b>Estimated Number of Buses</b>	<b>Contract 1A Cost with School District Providing Fuel Per Bus Per Month</b>	<b>Contract 1A Total Cost School District Providing Fuel Per Year</b>	<b>Contract 1B Cost with Contractor Providing Fuel Per Bus Per Month</b>	<b>Contract 1B Total Contractor Providing Fuel Per Year</b>
2	1	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
4	14	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
	EPI-PEN Trained Matrons				
2	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
4	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
		<b>Contract 1A TOTAL COST – 2020-2021 Large bus/Matron</b> \$ _____		<b>Contract 1B TOTAL COST 2020-2021 Large bus/Matron</b> \$ _____	\$ _____

**TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2021-2022 School Year 65-66 Passenger Bus</b>					
<b>No of Hours</b>	<b>Estimated Number of Buses</b>	<b>Contract 1A Cost with School District Providing Fuel Per Bus Per Month</b>	<b>Contract 1A Total Cost School District Providing Fuel Per Year</b>	<b>Contract 1B Cost with Contractor Providing Fuel Per Bus Per Month</b>	<b>Contract 1B Total Contractor Providing Fuel Per Year</b>
2	1	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
4	14	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
	EPI-PEN Trained Matrons				
2	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
4	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
		<b>Contract 1A TOTAL COST – 2021-2022 Large bus/Matrons</b>	\$ _____	<b>Contract 1B TOTAL COST 2021-2022 Large bus/Matrons</b>	\$ _____

**TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2022-2023 School Year 65-66 Passenger Bus</b>					
<b>No of Hours</b>	<b>Estimated Number of Buses</b>	<b>Contract 1A Cost with School District Providing Fuel Per Bus Per Month</b>	<b>Contract 1A Total Cost School District Providing Fuel Per Year</b>	<b>Contract 1B Cost with Contractor Providing Fuel Per Bus Per Month</b>	<b>Contract 1B Total Contractor Providing Fuel Per Year</b>
2	1	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
4	14	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
	EPI-PEN Trained Matrons				
2	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
4	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
		<b>Contract 1A TOTAL COST – 2022-2023 Large bus/Matron</b>	\$ _____	<b>Contract 1B TOTAL COST 2022-2023 Large bus/Matron</b>	\$ _____

**TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2023-2024 School Year 65-66 Passenger Bus</b>					
<b>No of Hours</b>	<b>Estimated Number of Buses</b>	<b>Contract 1A Cost with School District Providing Fuel Per Bus Per Month</b>	<b>Contract 1A Total Cost School District Providing Fuel Per Year</b>	<b>Contract 1B Cost with Contractor Providing Fuel Per Bus Per Month</b>	<b>Contract 1B Total Contractor Providing Fuel Per Year</b>
2	1	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
4	14	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
	EPI-PEN Trained Matrons				
2	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
4	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
		<b>Contract 1A TOTAL COST – 2023-2024 Large bus/Matron</b>	\$ _____	<b>Contract 1B TOTAL COST 2023-2024 Large bus/Matron</b>	\$ _____

**TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**

**In strict accordance with the proposal documents: 65-66 Passenger Bus**

<b>2024-2025 School Year 65-66 Passenger Bus</b>					
<b>No of Hours</b>	<b>Estimated Number of Buses</b>	<b>Contract 1A Cost with School District Providing Fuel Per Bus Per Month</b>	<b>Contract 1A Total Cost School District Providing Fuel Per Year</b>	<b>Contract 1B Cost with Contractor Providing Fuel Per Bus Per Month</b>	<b>Contract 1B Total Contractor Providing Fuel Per Year</b>
2	1	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
4	14	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost	\$ _____ Per Bus	\$ _____ Total Cost
	EPI-PEN Trained Matrons				
2	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
4	1	\$ _____ Per Matron	\$ _____ Total Cost	\$ _____ Per Matron	\$ _____ Total Cost
		<b>Contract 1A TOTAL COST – 2024-2025 Large bus/Matron</b>	\$ _____	<b>Contract 1B TOTAL COST 2024-2025 Large bus/Matron</b>	\$ _____

Please calculate the GRAND TOTAL for each year of the Agreement.

**PROPOSAL 1A WITH SCHOOL DISTRICT  
PROVIDING FUEL**

<b>2020-2021</b>	
<b>Grand Total for 2020-2021</b>	<b>\$</b>
<b>2021-2022</b>	
<b>Grand Total for 2021-2022</b>	<b>\$</b>
<b>2022-2023</b>	
<b>Grand Total for 2022-2023</b>	<b>\$</b>
<b>2023-2024</b>	
<b>Grand Total for 2023-2024</b>	<b>\$</b>
<b>2024-2025</b>	
<b>Grand Total for 2024-2025</b>	<b>\$</b>

<b>TOTAL COST</b>		
<b>1 Year Aggregate Total</b>	<b>2020-2021</b>	<b>\$</b>
<b>3 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023</b>	<b>\$</b>
<b>5 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025</b>	<b>\$</b>

**Please calculate the  
GRAND TOTAL for  
each year of the  
Agreement.**

**PROPOSAL 1B WITH CONTRACTOR PROVIDING FUEL**

2020-2021	
<b>Grand Total for 2020-2021</b>	\$
2021-2022	
<b>Grand Total for 2021-2022</b>	\$
2022-2023	
<b>Grand Total for 2022-2023</b>	\$
2023-2024	
<b>Grand Total for 2023-2024</b>	\$
2024-2025	
<b>Grand Total for 2024-2025</b>	\$

TOTAL COST		
<b>1 Year Aggregate Total</b>	<b>2020-2021</b>	\$
<b>3 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023</b>	\$
<b>5 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025</b>	\$

Proposer shall indicate its willingness to provide these services at these prices in the event that said Proposer is not awarded the:

a. Athletic Trip Transportation Contract:

- Yes                       No

b. Field Trip Transportation Contract:

- Yes                       No

**Alternates to Proposal No. 1**

**Alternate No. 1**

**The Contractor shall state the complete monthly per bus amount to be added to the proposal cost to provide a 2-camera digital video system for each Large Bus.**

**Add: (per bus)\_\_\_\_\_**

**Alternate No. 2**

**The Contractor shall state the complete monthly per bus amount to be added to the proposal cost to provide an electronic child-check for each Large Bus.**

**Add: (per bus)\_\_\_\_\_**

**Alternate No. 3**

**The Contractor shall state the complete monthly per bus amount to be added to the proposal cost to provide Air Conditioning for each Large Bus.**

**Add: (per bus)\_\_\_\_\_**

**Alternate No. 4**

**The Contractor shall state the complete monthly per bus amount to be added to the proposal cost to provide “Here Comes the Bus” parent APP (or equivalent)**

**Add: (per bus)\_\_\_\_\_**

The Board of Education hereby reserves the right to accept or reject any item set forth individually herein. In accordance with the proposal documents, the Board further reserves the right to add or decrease the number of students and/or the number of trips/routes and/or the number of attendants to meet the needs of the School District.

*Ninth: Proposal/Bid Security*

Each Proposer shall deposit with its proposal a bid bond in the amount of not less than ten percent (10%) of the proposal cost made payable to:

Board of Education, West Hempstead UFSD in the following amount \$ \_\_\_\_\_ AND agrees that such bond shall be a measure of liquidated damages should the Proposer fail in delivery of the agreement.

*Tenth:* Pursuant to these Specifications, Proposers must submit the last three (3) years of audited financial statements, proof of the ability to obtain a 100% performance bond, and the vehicle list of the Contractor must be included with the proposal on Appendix D.

*Eleventh:* Proposers should note that information about the current routes is available for review, and a good faith estimate of required services for the above-referenced school years has been provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, School District employee contract changes, traffic and construction demands, etc. The successful Contractor guarantees that he will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional vehicles as “adds,” reduce vehicles as “deletes,” or modify daily usage schedules, as needed according to the prices set forth in this proposal.

\_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_  
NOTARY PUBLIC

**WEST HEMPSTEAD UFSD  
ATHLETIC TRIP  
TRANSPORTATION SERVICES  
CONTRACTOR PROVIDES FUEL  
FORM OF  
PROPOSAL – 2**

**BOARD OF EDUCATION  
WEST HEMPSTEAD UFSD**

Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**The Proposer mentioned above hereby declares and certifies:**

That said Proposer has carefully examined the written specifications for furnishing transportation services for the West Hempstead UFSD , West Hempstead, New York, and that said Proposer has examined and fully comprehends all of the General Conditions, Specifications, Appendices and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the proposal documents:

**First:** That said Proposer is of lawful age and the only one interested in this proposal and that no one other than said Proposer has any interest herein.

**Second:** That this proposal 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.

**Third:** That no member of the Board of Education of the West Hempstead UFSD , 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 proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

**Fourth:** That said Proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful

in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.

**Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

**Sixth:** The undersigned further declares that he/she has received and examined the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**FOR THE PROPOSAL TO BE VALID, ALL PAGES OF THE PROPOSAL FORM MUST BE DULY EXECUTED.**

**Seventh:** The Proposer shall check here \_\_\_\_\_ if the proposal has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Proposer shall submit a list of said equivalents with a detailed description of same. This item in no way prohibits the Proposer from submitting equivalents after the award of the Contract(s).

**Eighth:** The undersigned further understands and agrees that he/she is to furnish all labor, services, materials, and equipment, supplies, and other facilities and things necessary for the execution of the **following transportation proposal forms.**

**-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-**

Date of Opening: May 1, 2020  
11:00 a.m.

\_\_\_\_\_  
West Hempstead UFSD  
Request for Transportation Proposals – Page 2

Proposer's Initials: \_\_\_\_\_

**ATHLETIC TRIPS TRANSPORTATION SERVICES**  
**For the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2020-2021 School Year Athletic Trips</b>				
<b>Vehicle Type</b>	<b>Estimated No. of Athletic Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>400</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Athletic Trip Cost Including Driving and Waiting Time for 2020-2021 Trips</b>				<b>\$ _____</b>

\*For purposes of calculation, assume 4.5 hours per trip. (1.5 hours driving, 3 hours waiting)

<b>2021-2022 School Year Athletic Trips</b>				
<b>Vehicle Type</b>	<b>Estimated No. of Athletic Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>400</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Athletic Trip Cost Including Driving and Waiting Time for 2021-2022 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4.5 hours per trip. (1.5 hours driving, 3 hours waiting)**

<b>2022-2023 School Year Athletic Trips</b>				
<b>Vehicle Type</b>	<b>Estimated No. of Athletic Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>400</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Athletic Trip Cost Including Driving and Waiting Time for 2022-2023 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4.5 hours per trip. (1.5 hours driving, 3 hours waiting)**

<b>2023-2024 School Year Athletic Trips</b>				
<b>Vehicle Type</b>	<b>Estimated No. of Athletic Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>400</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Athletic Trip Cost Including Driving and Waiting Time for 2023-2024 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4.5 hours per trip. (1.5 hours driving, 3 hours waiting)**

<b>2024-2025 School Year Athletic Trips</b>				
<b>Vehicle Type</b>	<b>Estimated No. of Athletic Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>400</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Athletic Trip Cost Including Driving and Waiting Time for 2024-2025 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4.5 hours per trip. (1.5 hours driving, 3 hours waiting)**

**Please calculate the  
GRAND TOTAL for  
each year of the  
Agreement.**

**PROPOSAL 2 ATHLETIC TRIPS**

2020-2021		
<b>Grand Total for 2020-2021</b>		\$
2021-2022		
<b>Grand Total for 2021-2022</b>		\$
2022-2023		
<b>Grand Total for 2022-2023</b>		\$
2023-2024		
<b>Grand Total for 2023-2024</b>		\$
2024-2025		
<b>Grand Total for 2024-2025</b>		\$
TOTAL COST		
<b>1 Year Aggregate Total</b>	<b>2020-2021</b>	\$
<b>3 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023,</b>	\$
<b>5 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025</b>	\$

Contractor will be guaranteed one (1) hour driving time per trip.

Proposer shall indicate its willingness to provide these services at these prices in the event that said Proposer is not awarded the:

a. Large Bus Transportation Contract:

Yes     No

c. Field Trip Transportation Contract:

Yes                       No

The Board of Education hereby reserves the right to accept or reject any item set forth individually herein . In accordance with the proposal documents, the Board further reserves the right to add or decrease the number of students and/or the number of trips/routes and/or the number of attendants to meet the needs of the School District.

*Ninth:*    Proposal/Bid Security

Each Proposer shall deposit with its proposal a bid bond in the amount of not less than ten percent (10%) of the proposal cost made payable to:

Board of Education, West Hempstead UFSD in the following amount \$  
\_\_\_\_\_ AND agrees that such bond shall be a measure of liquidated damages should the Proposer fail in delivery of the agreement.

*Tenth:* Pursuant to these Specifications, Proposers must submit the last three (3) years of audited financial statements, proof of the ability to obtain a 100% performance bond, and the vehicle list of the Contractor must be included with the proposal on Appendix D.

*Eleventh:* Proposers should note that information about the current routes is available for review, and a good faith estimate of required services for the above-referenced school years has been provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, School District employee contract changes, traffic and construction demands, etc. The successful Contractor guarantees that it will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional vehicles as “adds,” reduce vehicles as “deletes,” or modify daily usage schedules, as needed according to the prices set forth in this proposal.

\_\_\_\_\_

Print Name and Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

\_\_\_\_\_

NOTARY PUBLIC

**WEST HEMPSTEAD UFSD  
FIELD TRIP  
TRANSPORTATION  
SERVICES  
CONTRACTOR  
PROVIDES FUEL  
FORM OF  
PROPOSAL – 3**

**BOARD OF EDUCATION  
WEST HEMPSTEAD UFSD**

Name of Proposer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Date of Proposal: \_\_\_\_\_

**The Proposer mentioned above hereby declares and certifies:**

That said Proposer has carefully examined the written specifications for furnishing transportation services for the West Hempstead UFSD , West Hempstead, New York, and that said Proposer has examined and fully comprehends all of the General Conditions, Specifications, Appendices and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the proposal documents:

**First:** That said Proposer is of lawful age and the only one interested in this proposal and that no one other than said Proposer has any interest herein.

**Second:** That this proposal 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.

**Third:** That no member of the Board of Education of the West Hempstead UFSD , 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 proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

**Fourth:** That said Proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful

in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.

**Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

**Sixth:** The undersigned further declares that he/she has received and examined the following addenda:

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

Addendum No. \_\_\_\_\_ Dated: \_\_\_\_\_

**FOR THE PROPOSAL TO BE VALID, ALL PAGES OF THE PROPOSAL FORM  
MUST BE DULY EXECUTED.**

**Seventh:** The Proposer shall check here \_\_\_\_\_ if the proposal has been based upon equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Proposer shall submit a list of said equivalents with a detailed description of same. This item in no way prohibits the Proposer from submitting equivalents after the award of the Contract(s).

**Eighth:** The undersigned further understands and agrees that he/she is to furnish all labor, services, materials, and equipment, supplies, and other facilities and things necessary for the execution of the **following transportation proposal forms.**

**-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-**

**FIELD TRIP TRANSPORTATION SERVICES**  
**for the WEST HEMPSTEAD UFSD**  
**In strict accordance with the proposal documents:**

<b>2020-2021 School Year Field Trips</b>				
<b>Vehicle Type</b>	<b>Estimated Number of Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>100</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van or W/C Lift</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Field Trip Cost Including Driving and Waiting Time for 2020-2021 Trips</b>				<b>\$ _____</b>

\*For purposes of calculation, assume 4 hours per trip. (1.5 hours driving, 2.5 hours waiting)

<b>2021-2022 School Year Field Trips</b>				
<b>Vehicle Type</b>	<b>Estimated Number of Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>100</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van or W/C Lift</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Field Trip Cost Including Driving and Waiting Time for 2021-2022 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4 hours per trip. (1.5 hours driving, 2.5 hours waiting)**

<b>2022-2023 School Year Field Trips</b>				
<b>Vehicle Type</b>	<b>Estimated Number of Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>100</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van or W/C Lift</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Field Trip Cost Including Driving and Waiting Time for 2022-2023 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4 hours per trip. (1.5 hours driving, 2.5 hours waiting)**

<b>2023-2024 School Year Field Trips</b>				
<b>Vehicle Type</b>	<b>Estimated Number of Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>100</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van or W/C Lift</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Field Trip Cost Including Driving and Waiting Time for 2023-2024 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4 hours per trip. (1.5 hours driving, 2.5 hours waiting)**

<b>2024-2025 School Year Field Trips</b>				
<b>Vehicle Type</b>	<b>Estimated Number of Trips</b>	<b>Driver Per Hour Driving</b>	<b>Driver Per Hour Waiting Time</b>	<b>Total Cost Including Driving and Waiting Time*</b>
<b>65-66 Pass Bus</b>	<b>100</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Bus</b>				
<b>20-30 Pass Van or W/C Lift</b>	<b>1</b>	<b>\$ Per Hour</b>	<b>\$ Per Hour</b>	<b>\$ Total Cost</b>
<b>Overtime (30 Minutes) Per Van</b>				
<b>Total Field Trip Cost Including Driving and Waiting Time for 2024-2025 Trips</b>				<b>\$ _____</b>

**\*For purposes of calculation, assume 4 hours per trip. (1.5 hours driving, 2.5 hours waiting)**

**Please calculate the  
GRAND TOTAL for  
each year of the  
Agreement.  
PROPOSAL 3  
FIELD TRIPS**

<b>2020-2021</b>		
<b>Grand Total for 2020-2021</b>		\$
<b>2021-2022</b>		
<b>Grand Total for 2021-2022</b>		\$
<b>2022-2023</b>		
<b>Grand Total for 2022-2023</b>		\$
<b>2023-2024</b>		
<b>Grand Total for 2023-2024</b>		\$
<b>2024-2025</b>		
<b>Grand Total for 2024-2025</b>		\$
<b>TOTAL COST</b>		
<b>1 Year Aggregate Total</b>	<b>2020-2021</b>	\$
<b>3 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023</b>	\$
<b>5 Year Aggregate Total</b>	<b>2020-2021, 2021-2022, 2022-2023, 2023-2024, 2024-2025</b>	\$

Contractor will be guaranteed one (1) hour driving time per trip.

Proposer shall indicate its willingness to provide these services at these prices in the event that said Proposer is not awarded the:

a. Large Bus Transportation Contract:

Yes  No

c. Athletic Trip Transportation Contract:

Yes  No

The Board of Education hereby reserves the right to accept or reject any item set forth individually herein. In accordance with the proposal documents, the Board further reserves the right to add or decrease the number of students and/or the number of trips/routes and/or the number of attendants to meet the needs of the School District.

*Ninth: Proposal/Bid Security*

Each Proposer shall deposit with its proposal a bid bond in the amount of not less than ten percent (10%) of the proposal cost made payable to:

Board of Education, West Hempstead UFSD in the following amount \$ \_\_\_\_\_ AND agrees that such bond shall be a measure of liquidated damages should the Proposer fail in delivery of the agreement.

*Tenth:* Pursuant to these Specifications, Proposers must submit the last three (3) years of audited financial statements, proof of the ability to obtain a 100% performance bond, and the vehicle list of the Contractor must be included with the proposal on Appendix D.

*Eleventh:* Proposers should note that information about the current routes is available for review, and a good faith estimate of required services for the above-referenced school years has been provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, school district employee contract changes, traffic and construction demands, etc. The successful Contractor guarantees that he will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional vehicles as “adds,” reduce vehicles as “deletes,” or modify daily usage schedules, as needed according to the prices set forth in this proposal.

Print Name and Title: \_\_\_\_\_

Sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2020

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NOTARY PUBLIC

Date of Opening: **May 1, 2020**  
11:00 a.m.

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West Hempstead UFSD  
Request for Transportation Proposals – Page 8

Proposer's Initials: \_\_\_\_\_

