REQUEST FOR BID
SPECIFICATION AND BID FORMS
FOR
STUDENT TRANSPORTATION

LYNDONVILLE CENTRAL SCHOOL DISTRICT
LYNDONVILLE, NEW YORK

Release Date: March 15, 2019
Pre-Bid Meeting Date: March 22, 2019 – 10:00 am
Due Date: March 29, 2019 – 2:00 pm

LYNDONVILLE CENTRAL SCHOOL DISTRICT

REQUEST FOR BID
FOR
STUDENT TRANSPORTATION

Bids to be opened:

AT: 2:00 p.m.
DATE: March 29, 2019
PLACE: Business Office
Barker Central School District
1628 Quaker Road
Barker, NY 14012

Bidder Information

Company Name: _____
Address: _____
City _____ State _____ Zip _____
Telephone (_____) _____
Fax (_____) _____
E-Mail: _____

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

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

_____

Signature of same individual stipulated directly above:

_____

Date: _____

_____
Bidder's Initials

LYNDONVILLE CENTRAL SCHOOL DISTRICT
25 Housel Avenue
Lyndonville, New York 14098

NOTICE TO BIDDERS

The Board of Education of the Lyndonville Central School District, Lyndonville, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Lyndonville Central School District for a five-year (July 1, 2019-June 30, 2020 to July 1, 2023-June 30, 2024) period. Bid Documents are available on the District's website at: https://www.lyndonvillecsd.org/school-business-office.

Bids will be received until 2:00 p.m. on March 29, 2019, at the Barker Central School District Business Office located at 1628 Quaker Road, Barker, New York, at which time all Bids will be publicly opened. Any bids which are submitted by mail should be sent to the Barker Central School District, 1628 Quaker Road., Barker, NY 14012. Bids will not be accepted that are sent by facsimile or by electronic mail.

A pre-Bid meeting will be held at the District Offices at the Barker Central School District, 1628 Quaker Road, Barker, NY on March 22, 2019, at 10:00 a.m. This pre-Bid meeting will be co-located with the pre-Bid meetings for the Lake Country Regional Bid and the Barker Central School District which will be conducting their individual transportation bids. All prospective contractors are strongly encouraged to attend as the pre-bid conference will discuss significant information, and mandatory submission documents will be distributed to attendees.

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

Three separate proposals shall be submitted, one for regular daily (home/school) transportation; one for the provision of field and sports trips (extra-curricular) services; and one for the provision of summer transportation services. In order to facilitate the operation of the district's educational program given the district's ownership of the fleet and facilities, the District will elect to award all three programs to the same contractor using an aggregate cost approach.

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

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

A performance bond in a sum equal to 100% of the annual amount of the operating Contract(s) awarded is being requested as an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be in the form of a consent of surety from a surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified.

Joe DiPassio, Jr.
School Business Administrator
Lyndonville Central School District

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Bidder's Initials

INSTRUCTIONS TO BIDDERS

1. Inspect carefully all general and special provisions of this Bid document.

2. Provide all information requested and complete the "Bid Certification" and the "Form of Bid" for each Bid. Be sure to sign in all required places, and initial each page where indicated. If no Bid is being submitted on one or more of the separate Bids, please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Bid amount or "No Bid" designated. Do not enter zero ($0) if "No Bid" is being submitted as zero ($0) is an amount that could be awarded by the District. The District reserves the right to reject any Bid which does not contain pricing on all elements of the requested program.

3. Submit an original and one copy of the Bid, including this complete document without removing any sheets. All materials submitted to the District pursuant to this Bid become the property of the District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. No other distribution of the Bid shall be made by the Bidder.

   Each copy of the Bid is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-Bid meeting and that contains the Excel file which is used for completion of the pricing pages.

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

   1) Completed, signed and initialed Bid specifications and addendums (if any).
   2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data (if requested).
   3) Facility – N/A – District provided.
   4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
   5) Fleet – the District provides the fleet.
   6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
   7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
   8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
   9) Cost – Form of Bid for each Contract; return flash drive with pricing information.
   10) Miscellaneous – Any descriptive information that describes capabilities or value-added services.

4. Bids must be presented in a sealed opaque envelope or box(es), delivered to:

Board of Education
Lyndonville Central School District
c/o Barker Central Schools
1628 Quaker Road
Barker, NY 14012

Transportation Bid – March 29, 2019 – 2:00 P.M.

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

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Bidder's Initials

6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Lyndonville Central School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid Bond must be rated as an "A" carrier (Excellent) in the current edition of A.M. Best's *Insurance Guide*. Proof of the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s), if so selected by the District, is also required and must be submitted with the Bid consistent with the requirements specified herein.

   The Lyndonville Central School District will not accept a cash deposit in lieu of a performance Bond.

7. Questions pertaining to these specifications may be addressed at the pre-Bid meeting to be held on March 22, 2019, at 10:00 a.m. at the Barker Central School District, Business Office, located at 1628 Quaker Road, Barker, New York. This pre-Bid meeting will be held at the same time and place as the pre-Bid meetings for the Lake Country Regional Bid and the Lyndonville Central School District as they seek bids for their home-to-school, trips, and/or summer transportation services. All interested Bidders are strongly encouraged to attend. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm. Unless the roads are closed in the Town of Barker due to an announced State of Emergency, the prebid meeting will be held on the scheduled day at the scheduled time. A flash drive containing program information, and mandatory bid input forms, will be distributed to attendees.

8. Unless the roads are closed in the Town of Barker due to an announced State of Emergency, the Bid opening will be held on the scheduled date and time.

9. Bids will be received until 2:00 p.m., March 29, 2019, at the Barker Central School District, Business Office, located at 1628 Quaker Road, Barker, New York, at which time all Bids will be publicly opened. Any bid submission that is mailed should be sent to: Lyndonville CSD c/o Barker CSD, 1628 Quaker Road., Barker, NY 14012.

10. Bidders are encouraged to thoroughly check all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder's responsibility to ensure that all requested information is supplied with the initial Bid. The Lyndonville Central School District will reject any late submissions, and the Lyndonville Central School District is not responsible for notifying the Bidder of any missing elements of the Bid.

11. These specifications were designed for the sole use of the Lyndonville Central School District pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Lyndonville Central School District and Transportation Advisory Services is prohibited.

12. Time frame. The following timeline is subject to change by the District:

Event	Date	Time
Issue Request for Bid	March 15, 2019	
Pre-Bid Meeting	March 22, 2019	10:00 am
Deadline for final questions	March 25, 2019	3:00 pm
Bid Due and Opening	March 29, 2019	2:00 pm
Board of Education Approval	April 08, 2019	(tentative)
Project Start	July 1, 2019	

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Bidder's Initials

BIDDER'S CHECK LIST

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

1. Bid Bond or Certified Check

2. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.

3. Proof of Bondability for Performance Bond Alternate

4. Letter from a New York State licensed Insurance Agent or an Insurance Carrier Guaranteeing Appropriate Coverage

5. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the highest quality service will be provided to the Lyndonville Central School District.

6. Vehicle List - not required

7. Hold Harmless Agreement

8. Financial Information Compliance Form

9. Form of Bid Completed:

    a. Home-to-School (School Year)
    b. Field and Sports Trips
    c. Summer Transportation

10. Non-Collusive Bid Certification Signed

11. Acknowledgement by Bidder Signed

12. All Pages of Bid Documents Included and Initialed

13. All Bid submissions properly signed

14. One (1) original and one (1) copy of Bid and related materials

15. Flash drive with Excel pricing file completed

Bidder's Initials _____

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Form of Bid – Contract #3 – Summer Transportation
Non-Collusive Bid Certification
Acknowledgement by Bidder
Sample Pricing Pages
Non-Bidder's Response

Bidder's Initials _____

1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Lyndonville Central School District will bind Bidders and successful Bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the Contract(s) awarded by the Lyndonville Central School District.

DEFINITIONS

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

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Bidder’s Initials

"District" or "School District"	- shall mean the legal designation of Lyndonville Central School District.
"Evaluation Criteria"	- the means by which the Lyndonville Central School District will evaluate the Bids submitted.
"He/she, his/her"	- When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
"Home-to-School"	- Shall refer to AM and PM runs used to transport students from home-to-school and school-to-home.
"Profile"	- As used in these specifications, it is the summary of a school bus operator's New York State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
"School Day"	- Definition of school day for purpose of transportation is from the time the buses leave to pick up children to bring them to school in the AM to the time the buses return to the terminal after bringing them to their designated stops/locations in the PM. Specific "live hours" for the purposes of this contract, and payment, are described herein.
"School Year"	- The number of days for which transportation will be required will be governed by the actual school calendars as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
"Specification"	- description of services to be performed by Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
"Successful Bidder"	- any Bidder to whom an award is made by the Lyndonville Central School District.
"Times"	- all times referenced herein refer to the local prevailing time for the Lyndonville Central School District.

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Bidder's Initials

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

2.1.1 The date and time of Bid opening will be given in the Notice to Bidders. *Unless the roads in the Town of Barker are closed due to an announced State of Emergency, the bids will be due for submission at the stated time and date.*

2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board and included in this document. The Bid sheets are not to be removed from the document. All Bids must include, as a minimum, the required information as detailed in these documents.

2.1.3 Where so indicated by the makeup of the Bid Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder, and must be clear and readable. *Although the Bidder is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Bidder shall be the official price submission*. The District reserves the right to interpret figures where clarity of submission requires such action.

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

2.1.5 A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bid documents.

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

2.1.6 A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Bidder must be authorized to do business in the State of New York, and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Lyndonville Central School District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided.

The Acknowledgement by Bidder form included in this document must be completed and submitted

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Bidder's Initials

with the Bid.

2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.

2.1.8 All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a Bid is submitted, must be provided, to constitute a regular Bid.

2.1.9 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Bid.

2.1.10 Prices and information required, except signature of Bidder, should be typed or printed for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, or typewritten signatures are not acceptable.

2.1.11 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Lyndonville Central School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

2.1.12 Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Lyndonville Central School District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE LYNDONVILLE CENTRAL SCHOOL DISTRICT.

2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of New York, and the Lyndonville Central School District, and that the Bidder will fully comply with said rules, laws, regulations, policies, procedures, and requirements.

2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Lyndonville Central School District. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, e-mail, or telephone

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Bidder's Initials

quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Lyndonville Central School District and will not be returned.

2.1.15 Freedom of Information Law: The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, §84-90, mandates public access to government records. However, Bids submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, "**THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW**". The Lyndonville Central School District assumes no liability for disclosure of information so identified, provided that the Lyndonville Central School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. Should legal action result from the Contractor's request for non-disclosure under the Freedom of Information Law, the Contractor shall either be responsible for the District's legal fees in defending this action, or the Contractor shall defend the denial of the documents.

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

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

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

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

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

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

Bidder's Initials _____

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

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

2.2.3 Previous Experience in School Transportation

2.2.3.1 The bidder is to state the number of years it has in school transportation and the number of buses operated by the bidder. Experience will be considered acceptable if the bidder has operated a fleet of no less than fifty percent (50%) of the size of the total fleet to be operated for the Lyndonville Central School District.

2.2.3.2. The number of years of experience of the bidder in student transportation services is to be stated for school districts similar to the Lyndonville Central School District. Similar is defined as size (number of buses), type (rural), and operation (management contract).

2.2.3.3 Each bidder is required to submit as part of their proposal an outline of the experience of its managerial personnel to perform the work under consideration.

2.2.3.3.1 Included in the qualifications of the bidder is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s), dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

2.2.3.3.2 If any of these positions have not been filled, please list the qualifications for the position(s).

2.2.3.3.3 Please provide a job description for the terminal manager as well as each of the other site managers listed in Item 2.2.3.3.1 above that will be directly involved in the performance of this contract.

2.2.3.3.4 An organizational chart is to be provided showing the terminal manager's position within the bidder's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract. The name, title, and phone number of the people holding these positions are to be provided

2.2.2.6 References: For every school district, non-public school, and State or private agency in New York State to which the bidder currently provides transportation services, or has provided transportation services within the last three (3) years, the bidder is to provide the name of the contact person; the person's position; the name of the school district, non-public school, or agency; address, and telephone number.

For each of the above school districts, nonpublic schools, and/or agencies, the bidder also is

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Bidder's Initials

to provide the following information:

a. Type of transportation services provided (regular home-to-school, special education, alternate education, racial balance, extra-curricular programs, etc.). Given the unique nature of the Lyndonville transportation program, Proposer's should identify any and all management contracts that it operates.

b. Name of the Proposer's current or last terminal manager at each location and the manager's length of service at that location as well as with the Proposer's company.

c. Number and size of buses and vans. State whether these vehicles were owned by the Contractor or the School District/Agency.

d. Beginning and ending dates of the contract.

It is highly desirable that Proposers have at least five (5) years' experience in the pupil transportation business. Included in this five (5) years of experience should be experience in providing regular home-to-school transportation and experience in providing transportation services for special education students in districts comparable to the Lyndonville Central School District, including experience in the operation of a management contract.

The School District reserves the right to make inquiries through its own resources for reference checks.

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

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

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

2.2.2.9.1 The District may request from the Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent certified public accountant. These statements must contain financial information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial

Bidder's Initials _____

statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

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

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

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

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

The District reserves the right to review the manager, mechanic, all driver and attendant/monitor records to ensure compliance with Federal and State laws and regulations. As a part of this review, the District can request a copy of the most recent, and the previous two, reviews from the Department of Motor Vehicles (DMV) to verify that the Contractor's drivers are in conformance with Article 19-A requirements.

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

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Joe DiPassio, Jr., Business Administrator, Lyndonville Central School District, 25 Housel Avenue, Lyndonville, New York 14098, or sent via email to: jdipassio@lcsdk12.org, and must be received no later than 3:00 P.M. on March 25, 2019. **However, Bidders are strongly encouraged to submit questions in writing prior to the Pre-Bid meeting.**

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Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Lyndonville Central School District in the form of Addenda to the specifications. All addenda so issued shall be posted on the District's website, and will become a part of the Contract Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. Any and all addenda must be submitted with the Bid by the Bidder. It will be the Bidder's responsibility to ensure that they receive any such Addenda.

3. AWARD

3.1 Award Period

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

Prior to the award of the Contract and during the course of the Contract, the Lyndonville Central School District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder.

The award of the Contract(s) will be based upon an evaluation of the Bid as described herein. The right to make decisions, evaluations and judgments rests solely with the Lyndonville Central School District whose judgments will be final. Given the unique nature of management contracts, including the District's provision of the buses and facility, one contractor will be awarded all contracts being bid. The cost of each contract will be calculated, but the low Bidder will be determined based on the ***combined, or aggregate,*** costs of the three contracts.

The Lyndonville Central School District is requesting Bids for a five-year Contract period (July 1, 2019 through June 30, 2024). The summer contracts would be for the five-year periods within the above timelines. If the home-to-school contract is awarded for the five-year period, the field and sports trips and summer contracts would be awarded for an identical term. **The Contract(s) may be renewed for future years based upon the then applicable State regulations**.

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year of the lowest five-year contract cost may be awarded by the District as a one-year Contract. In the event that a one-year Contract is awarded, the District may elect to renew the Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract. If a multi-year Contract is awarded and the successful Bidder does not wish a renewal of the Contract, the Contractor must notify the District by June 30th of the year preceding the final contract year (i.e. 6/30/23). Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts if the District should wish such a Contract extension.

Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the Lyndonville Central School District for each of the five years and for each of the Contracts. The

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Lyndonville Central School District reserves the right to reject any Bid that is not completed as to any year or category.

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

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

3.2 **Home-to-School and Special Needs Transportation – Contract #1**

3.2.1 Home-to-School:

Home-to-School is defined as vehicles dedicated for the Lyndonville Central School District, and may include public in-district schools, out-of-district locations, special needs, BOCES and such other usage as defined by the District where the bus is solely used on behalf of the District. For these dedicated bus services, the pricing system used in these Contracts is based upon the length of day the specific vehicle is in use on behalf of the Lyndonville Central School District. The daily usage shall be determined based upon the scheduled route length as determined by the Lyndonville Central School District where the bus is in direct service to the Lyndonville Central School District.

The District within these specifications has mandated staffing by a full-time manager/dispatcher, and a full-time trained mechanic. The Contractor shall provide the annual cost for providing these two mandated positions, along with the variable vehicle operating costs as defined herein.

The daily usage shall be based upon "live" route times which is defined throughout this specification as portal to portal (from and to the District provided transportation facility) for each of the AM and/or PM routes with 10 minutes added to actual run times for pre/post trip times for each AM and PM run (20 minutes per day for AM/PM buses). In all cases the route/run times will be determined by the District with the beginning time starting at the District facility and the return time ending at the District facility, plus the stipulated pre/post trip allowance. The PM run times will begin at the time the District designates as the mandatory arrival time at the first school buildings for the PM dismissal. Time between tiers for AM and PM route/run packages will be considered live time for payment purposes and drivers are expected to use this time for fueling and bus washing.

During the term of the Contract, the Lyndonville Central School District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Form-of-Bid. The determination as to length of day for billing purposes shall be made by the Lyndonville Central School District based upon a computerized or actual live route time evaluation.

The Lyndonville Central School District will provide the fuel for the live miles of operation for those vehicles that are dedicated to the Lyndonville Central School District. Fuel will not be

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provided for any deadhead miles with the exception of any out-of-District runs as defined herein.

The District is requiring that the Proposer maintain its DOT vehicle fleet. The cost of maintaining the vehicles will not be a separate rate to the District but must be included in the hourly rate included in the Form of Proposal. Important information about parts, major vehicle components, and cost responsibilities is included in Section 8.8.6 of these specifications. Contractors should consider these items when developing their cost models.

3.2.2 The regularly scheduled Home-to-School AM and PM transportation program of the Lyndonville Central School District is shown in Appendix "A", Program Descriptions, of these specifications. Additional information about bus usage is provided on the flash drives distributed at the pre-bid meeting.

The District will guarantee 1 hour of "billable" time for any AM or PM run. For example, if an AM run, including pre-trip time, operates from 7:52 am to 8:25 am, the Contractor would be paid for 1 hour of time as opposed to the actual 33 minutes. For buses that operate both an AM and PM run, the District will guarantee a payment for two hours per day. If there are two afternoon runs, each will be guaranteed 1 hour of "billable" time each. If a bus is used for a morning run only, the contractor will pay 67% of the applicable two hour rate.

The District currently employs three drivers of their own. In those instances, given that the District is providing all parts, consumables, and the fleet, there will be no billing to the District for those buses.

Driving time ("live time"), and mileage, for out-of-District bus runs will be calculated in the same manner with the exception that the Contractor will be additionally compensated for the time and mileage that it takes to return to the District campus after the AM run, and the time and mileage that it takes to leave the District campus to arrive at the out-of-District school for the PM run. The amount of additional compensated time and mileage required for out-of-District runs will be determined by the District based upon trial runs or computer-generated time utilizing a routing software system. A similar 1 hour AM or PM run guarantee would apply to out-of-District runs. If the return trip from an out-of-district AM run, or the initial run for a PM out-of-district location is a shorter distance to or from the Contractor's terminal, the live miles would only be to or from the Contractor's location. This is intended to ensure that the District is not paying for miles that are not operated.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the District.

For example, an AM run shall begin and end from the District provided terminal. Times between schools during an AM run package shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs. The District will pay the Contractor for any time, as live time, where the District mandates determine the service levels. Therefore, if the District requires that a bus be at a building 10 minutes prior to departure for the PM runs, the 10 minutes would be considered live time for payment purposes. All route times shall be determined by the Lyndonville Central School District. The total time for the day shall determine the pricing level for that bus (two (2) hours,

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three (3) hours, four (4) hours, or five (5) hours) based upon the rates submitted for the full day buses.

Route times that exceed the number of hours shown will be rounded to the nearest half hour (ex., 2 hours and five minutes would be paid for 2.00 hours while 2 hours and 25 minutes would be rounded to 2.5 hours). Half hour rates would be calculated by averaging the rates above and below the half hour. For example, to calculate the rate for 2.5 hours, the 2 hour rate would be added to the 3 hour rate, and then the total would be divided by 2. (If the 2 hour rate is $200, and the 3 hour rate is $240, the total is $440 divided by 2 or $220.)

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

Specialized runs such as shuttles, mid-day or late runs, that operate within 60 minutes of a scheduled AM or PM run may be considered (as solely determined by the District) part of the scheduled length of day for the bus use and will be charged as part of the base home-to-school times on the bus. For example, if a PM route terminates at 3:55 and the late run begins at 4:20, the District will have the ability to add this additional work onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered "live time" for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the District.

Shuttle runs that operate separately from a scheduled AM or PM route would be based upon a one half-hour (30 minute) guarantee. Late runs would be based on a one hour guarantee. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any shuttle or late run, the District will notify the Contractor of the time allocation and approved payment basis for the run. Shuttle runs and late runs shall be paid based upon the Excess Rate per hour for the appropriate vehicle capacity, in quarter hour increments with the time rounded to the nearest quarter hour.

Mid-day runs that operate separately from the scheduled AM or PM routes would be based upon a one half-hour (30 minute) guarantee. If the vehicle is being operated contiguous to an AM or PM run, then the District reserves the right to add this time onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered "live time" for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the District. Prior to the initiation of any mid-day run, the District will notify the Contractor of the time allocation and approved payment basis for the run. Mid-day runs that are not part of the AM or PM home-to-school base bus fee shall be paid based upon the Excess Rate per hour as stipulated, in quarter hour increments with the time rounded to the nearest quarter hour.

Throughout the year the District may require early dismissals at District locations, and/or private/parochial schools. In these instances, there may be times when buses are required to

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operate on a "split" schedule for dismissals. In those instances, if a dismissal occurs that is more than 30 minutes from the regular afternoon dismissal time, the early dismissal will be guaranteed 1.0 hours of time for payment purposes, and the regular dismissal will be guaranteed 1.0 hours of time for payment purposes. If the early dismissal is within 30 minutes of the normal dismissal time, the early dismissal will be added to the PM run time and paid on the daily rate schedule for that day based on the length of day by bus type.

There may be instances when buses are required to operate on days when the Lyndonville Central School District is closed. In those cases, the Contractor may be required to provide the necessary vehicles and the billing to the District shall be adjusted to reflect the actual bus usage.

Whenever necessary, compensated times will be determined by the Lyndonville Central School District based upon trial routes, the minimum of a three (3) consecutive day average of actual operating times after the first two (2) weeks of the start of school, computer estimated times utilizing industry standard routing software, and/or web based maps. Additional routes attached to any other route shall be billed at the increased hourly rate or the Excess Live Hour Charge. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (15 live minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to route times and payments will be determined by the District.

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

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

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. If a short-term road closure or road emergency should occur that requires a short trip to move students to a bus stop location, the District will pay the Contractor for one hour at the Excess Hour rate, unless the extra run time can be added to an existing route. Should the School District or the City experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

There may be circumstances where the District requires a bus aide on a route. The District is requesting a rate per live hour for the Contractor to supply a trained bus aide as mandated by the District. The aides will be paid for the live time of the operation of the route (AM, PM or both) equal to the live time paid for the bus that the aide is assigned to. Payment will be made

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

In some cases, a trained nurse may be required on vehicles providing special needs services to a particular student. The Bidder is requested to provide a rate per hour for the provision of any nurse as required by the District. Nurses must be provided to the District within five (5) days of the formal request from the District, assuming that the Contractor is provided the necessary medical prescription forms in a timely fashion. Payment will be made for that time that the nurse is providing direct service to the assigned student.

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

3.2.3 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required**, the following program profiles will be utilized as the basis for calculating the annual cost for the five-year Contract period for the Home-to-School Contract – Contract #1. The prices submitted on "Form of Bid–1" will be multiplied by the appropriate category on the following program profiles for each Contract year. The school year for bid calculation purposes will be based upon 180 days. Added to the calculations based on vehicle usage will be the annual management fee. The aggregate total cost of the five years will be considered the Bid cost. The following charts are not intended to represent accurately the current needs of the Lyndonville Central School District, but is intended for Bid calculation and Bond valuation purposes only.

Contract #1 – Home-to-School

	2 hrs	2.5 hrs	3 hrs	3.5 hrs	4 hrs	4.5 hrs	5 hrs	Excess Hours
64/66 Passenger				2	4	2		
5-8 Passenger	1					1	1	
27 W/C						1		
Additional Services:								
Mid-day runs/shuttles	6			Hours per day				
Late runs				Included in base runs				
Bus aide	6			Hours per day			(may be reduced)	

The annual cost of the mandated management and maintenance personnel will be added to the calculated vehicle costs.

3.3 Field and Sports Trip Transportation – Contract #2

3.3.1 The Lyndonville Central School District will be providing fuel for Field and Sports Trips. The Contractor is required to properly track this fuel usage for State Aid reporting purposes.

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

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3.3.3 Bidder will submit, on the Form-of-Bid #2, their price for operating the Field and Sports Trips Program. The District is requesting pricing for Field and Sports trips based upon a rate per hour, plus a rate per mile for "out-of-District" trips that exceed 100 round-trip miles. Driving time is for round trip live time from the point of departure in the District to the point of drop-off in the District. It does not include deadhead time from/to the terminal. Layover or waiting time is time at the Field Trip or Sports Event Site.

3.3.4 The frequency and type of Field and Sports Trips typically varies each year depending on a number of factors, including but not limited to, voter approval of funding, budget considerations, athletic schedules, and program needs. Some or all services envisioned under these Contracts may be funded by contributions or non-Lyndonville Central School District fees. In some cases, organizations supporting the District may utilize the services under the contract terms and conditions and prices with invoicing from the Contractor submitted directly to the organization. The Lyndonville Central School District cannot, and does not, make any representations on the annual frequency of trips.

For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate. "In District" shall be within the Lyndonville Central School District boundaries. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Bid. Mileage and billable time will be based upon a round trip from the point of departure to the point of return, and will be paid for only those miles that exceed 100 round-trip miles. Deadhead miles will not be paid or included in the 100 mile calculation.

In no case shall the driving or waiting rate per hour exceed 70% of the hourly rate calculated based on the home-to-school contract – 4 hour rate, for a comparably sized vehicle. For example, if the four-hour rate is $240 per day, the field and sports trip rate per hour cannot exceed $42 ($240/4 x 70%). The calculated hourly rate shown above is a maximum rate and the Bidder is encouraged to submit their most competitive rate as the submitted rate will be used to calculate the lowest responsible bid as long as the submitted rate does not exceed the calculated rate. If necessary, the District reserves the right to adjust any proposed field and sports trip rate to this calculated amount should the proposer enter an hourly rate that exceeds this calculated amount.

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

For certain Field and Sports Trips the Lyndonville Central School District is requesting a rate per hour for the Contractor to supply a trained bus aide/monitor as mandated by the Lyndonville

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Central School District. The aides/monitors will be paid for the same time as that which is paid for the Field and Sports Trip (driving time plus waiting time) when the bus aide/monitor services are required. After the first hour, payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the Lyndonville Central School District.

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

3.3.5 **For the purposes of calculating the Bid award only, and determining the level of Bid Bond required,** the following program profile will be utilized as the basis for calculating the annual cost for the five-year Contract period. The figures included on the following table are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the District. The lowest cost Bid will be the aggregate total cost of this calculation for the five-year period.

Program Profile for Bid Award and Bond Valuation Purposes Only

Contract #2 – Field and Sports Trips

	Driving Hours	Waiting Hours	Miles Over 100 Miles
In-District			
65/66 Passenger	10	10	
20/22 Passenger	5	5	
Out-of-District			
65/66 Passenger	418	454	1,100
20/22 Passenger	35	32	362

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

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at Lyndonville Central School District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the Lyndonville Central School District the missed/late trip damage found in Section 8.16.13 of these specifications plus any expenses the students incurred due to the non-arrival or lateness (ex., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

The Contractor is responsible and accountable for ensuring that its drivers are knowledgeable of the Lyndonville Central School District trip location and the most efficient way of traveling to/from that location from/to the trip pick-up point. If the Contractor's driver is unaware of the

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trip location and/or the most efficient way to travel to/from the location and this requires the Lyndonville Central School District to provide directions, the Contractor shall pay damages equal to the one-hour rate of drive time.

3.4 **Summer Transportation Services – Contract #3**

3.4.1 Summer transportation services will be billed and operated consistent with the school year service descriptions as defined in Section 3.2 of these specifications, except as noted in this section.

3.4.2 The regularly scheduled Summer transportation program of the Lyndonville Central School District is shown in Appendix "A", Program Descriptions, of these specifications, and/or information will be provided on the flash drives provided at the prebid meeting.

For the Summer transportation services, the Lyndonville Central School District will pay for a minimum of two (2) daily live hours for the total of the AM and PM runs for buses dedicated to the District.

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

Summer runs are currently operated by District-employed drivers under the provision of "first right of refusal". Therefore, as in Contract #1, the District will not be charged for any buses utilized.

All route times shall be determined by the Lyndonville Central School District. The total time for the day shall determine the pricing level for that bus (two (2) hours, three (3) hours, or four (4) hours) based upon the rates submitted for the full day buses.

The rates quoted for summer transportation shall not exceed the rates quoted for home-to-school transportation (Contract #1) for a similar sized vehicle and for the same fiscal year. Any Bid where the quoted rates exceed the home-to-school rates will be deemed non-responsive and the rates would be adjusted by the District.

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

Contract #3 – Summer Transportation

	2 hrs	2.5 hrs	3 hrs	3.5 hrs	4 hrs	Excess Hours

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65/66 Passenger				1	1	
20/22 Passenger					1	2
5-7 Passenger					1	1
Additional Services:						
Bus aide	6	Hours per day				

3.5 No cash discount may be offered or quoted by any Bidder. If two or more Bidders submit identical Bids as to price and services, the decision of the Board to award a Contract to one such Bidder shall be final.

4. CONTRACT

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

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

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

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

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

4.3.3 Terminate the Contract.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the Lyndonville Central School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as Bid/RFP development fees, and attorney's fees incurred in Contracting with another party.

4.4 It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey,

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subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the Lyndonville Central School District. It is understood that a stock ownership change in the successful Contractor's firm (if a corporation) that exceeds 22% of the outstanding stock is considered a material change to the contract and the District has the right to terminate the contract at the end of the school year in which the stock ownership change occurs. The successful Contractor is required to inform the District in a timely manner, in writing, of any such ownership changes. Failure to comply with this provision may be considered a default of this contract by the Contractor and the District retains all rights to remedy this default as detailed in these specifications or as allowed under applicable laws and regulations.

4.5 The General Conditions, Specifications, Notice to Bidders, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.

4.7 It is understood that the Contract in no way excludes the Lyndonville Central School District from using its own vehicles, drivers or bus aides, or services provided by/through other Districts, BOCES, agencies, or in any way limits the Lyndonville Central School District from using other Contractors in performing similar or other services.

4.8 Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department 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 Lyndonville Central School District if such affirmative conformance is available.

4.9 No action or failure to act on the part of the Lyndonville Central School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Lyndonville Central School District is entitled, nor shall such action or failure to act on the part of the Lyndonville Central School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

4.10 In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or his/her designate before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Superintendent or his/her designate as submitted.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

5.1 The Lyndonville Central School District may at any time by a written order, require the performance

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of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. The Lyndonville Central School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the Lyndonville Central School District's written order.

The Bidders should note that information about the current routes is included in Appendix "A", or will be provided at the prebid meeting, and a good faith estimate of required services for the July 1, 2019-June 30, 2020 school year, and the summer of 2019, has been provided in Appendix "A" or will be provided at the prebid meeting. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Lyndonville Central School District employee labor agreement changes, and traffic and construction demands. The successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.

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

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

5.3 The successful Bidder warrants and guarantees:

5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

5.3.2 That Bidder shall procure and maintain solely at its own expense Worker's Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Lyndonville Central School District Business Office no later than 30 days before the commencement of each year's service.

5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA), or any successor health care law, as to all of its employees while they are engaged in work under any Contract between the Contractor and the Lyndonville Central School District.

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

5.3.5 The Bidder will not discriminate against any employee or applicant for employment

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because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, military status, veteran status, domestic violence victim status, marital status, or other status protected by law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause. The contractor, through the submission of a bid, stipulates that they are in compliance with Section 201-G of New York Labor Law.

5.3.6 The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination based on race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, military status, veteran status, disability or domestic violence victim status or other status protected by law.

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

5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Lyndonville Central School District. In particular, the Lyndonville Central School District requires that bus drivers be required to submit to a drug/alcohol test if an accident occurs that results in any person being transported to a hospital, or if a vehicle is required to be towed, or if there is $1,000 or more in estimated damages. This requirement is for the protection of the District, the Contractor, and the Driver.

5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the District.

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

5.3.11 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Lyndonville Central School District, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses. The District also currently employs drivers who are provided guidance by the Contract Manager, and who receive training consistent with these specifications.

6. PAYMENTS

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6.1 The acceptance by the Contractor of the final payment shall release the Lyndonville Central School District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Lyndonville Central School District and others relating to or arising out of this work.

6.2 Payments of any claim shall not preclude the Lyndonville Central School District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.

6.3 The Lyndonville Central School District may withhold from the Contractor so much of the payment due it as may in the judgment of the Lyndonville Central School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

6.4 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the Lyndonville Central School District's operating costs, as budgeted by the Board for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the Lyndonville Central School District from Federal and State sources are reduced, the Lyndonville Central School District reserves the right to cancel the Contract(s) upon thirty (30) calendar days written notice without further liability to the Contractor(s).

6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of the number of buses required, and/or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the Lyndonville Central School District has approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, weather conditions, or similar operating issues that are deemed by the Lyndonville Central School District to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of the end of the month in which services were provided. Delayed billing is not acceptable and will not be honored by the District.

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

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the Lyndonville Central School District on a route by route basis, and shall submit such records upon request by the Lyndonville Central School District for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the Lyndonville

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Central School District consistent with the route schedules and detail contained in these specifications.

7. SAVINGS CLAUSE

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

8. SPECIFICATIONS

8.1 SCOPE

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

It should be noted that the Special Education and Private/Parochial transportation program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests.

8.2 LYNDONVILLE CENTRAL SCHOOL DISTRICT REPRESENTATIVE

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

8.3 BID BOND

Bidder will be required to furnish, at its expense, a Bid Bond or certified check payable to the Lyndonville Central School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid Bond must be rated as an "A" carrier (Excellent) or better in the current edition of A.M. Best's *Insurance Guide*. A single bond or certified check representing the total of all contracts being bid is acceptable.

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

8.4 PERFORMANCE BOND

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The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract(s) to guarantee the faithful performance of the Contract(s). A single bond covering the total of all contracts is permissible. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York, must be satisfactory to the Board, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. **Proof of bondability must be submitted with the Bid.**

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

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

8.5 INSURANCE

The Contractor shall provide the following insurance:

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

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

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and New York State disability.

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

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

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A combined single limit of bodily injury and property damage of $5,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles.

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

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

b) Commercial General Liability with limits of at least $1,000,000 per occurrence/$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement using CG 2026 or equivalent naming the Lyndonville Board of Education, and any of its respective public officials, agents and employees must be included. The decision to accept an alternative endorsement rests solely with the District. A Waiver of subrogation in favor of the additional insured must apply. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.

c) $9,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, and Employers Liability.

d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.

e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of New York State law. A waiver of subrogation in favor of the Lyndonville Board of Education, and any of its respective public officials, agents and employees must be included. ACORD certificates are not acceptable. Workers' Compensations and Disability insurance must be on NYS approved forms C105.2 and DB102.1 respectively.

f) Sexual Misconduct and molestation insurance must be provided with limits of at least $1,000,000 and must include an additional insured endorsement naming Lyndonville Board of Education, and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

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

8.5.4 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Lyndonville Central School District. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the Lyndonville Central School District for any applicable deductibles and self-insured retentions. The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

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

8.5.6 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverage shall be provided to the Lyndonville Central School District no later than August 1st of each contract year, or June 15th of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

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

8.5.8 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

8.5.9 In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

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8.5.10 The Contractor acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the District's insurer.

8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by § 3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Lyndonville Central School District, and all records shall be kept for a minimum of three (3) years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

8.7 TERM

8.7.1 Upon voter approval, the term of the Home-to-School and Field and Sports Trips Contracts shall be for a five-year period (July 1, 2019 - June 30, 2024). The Summer Contract shall be for a five-year period (2019 - 2023).

8.7.2 In the event the multi-year Contract(s) is/are not approved by the voters, the Bid submitted by the lowest five-year priced Contractor for the first year (July 1, 2019-June 30, 2020) will be awarded by the Lyndonville Central School District as a one-year Contract.

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

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

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

8.8.1.1 It is recognized that for the protection of the children, drivers, aides/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an aide/monitor, whose moral character is not of the highest level or whose conduct might in any way

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expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an aide/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

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

8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, its Superintendent of Schools, or designee shall have the right to direct the removal of any person (manager, mechanic, driver, aide/monitor, or office personnel) servicing this Contract for any reason. Said District requirement to remove a person shall be provided in writing to the Contractor, stating the reason(s), and will not be in conflict with any law or regulation. The District has the right to require immediate removal of any person should conditions warrant as solely determined by the District.

Should manager, mechanic, drivers or aides/monitors be utilized who are not assigned to the Lyndonville Central School District program on a regular basis, said person must be reported to the District prior to their providing services in the District. All drivers or aides/monitors providing services to the District must be approved for service by the Superintendent of Schools pursuant to State regulations. No drivers may be utilized "from another terminal" without the District's approval.

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

8.8.1.3 A "Contract Manager (or similar function/title)" will be provided by the Contractor hereunder. Said supervisor must have complete authority over the operation including giving day to day direction to the Lyndonville CSD Transportation Employees. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools, or designee. Said supervisor also shall be responsible for compliance by all transportation workers including drivers with all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

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The Contract Manager shall meet with the District upon request but no less than once per month during the school year to review operations and to discuss service options or issues.

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

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

8.8.1.3.2 The Contract Manager will be located at the District's transportation facility and be readily available to meet the District's needs. This position is assumed to be administrative with responsibility to oversee this contract.

8.8.1.4 Dispatcher(s): A "Dispatcher" function shall exist but is not required to be a full-time position and may be shared with another District. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

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

It is acceptable that the roles of Dispatcher and Contract Manager can be held by the same person. If these two roles are accomplished by two people, the Contract Manager is responsible for the role of dispatcher.

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

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

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

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

8.8.1.6 Mechanic: The Contractor must supply one trained mechanic to meet the DOT inspection goals as detailed in these specifications. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles as provided by the District. The on-site mechanic shall report directly to the Contract Manager.

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

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

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

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

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

8.8.1.8 All drivers and aides/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to the District

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for the District's review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Lyndonville Central School District in a positive way.

8.8.1.9 The Contractor will provide each driver and aide/monitor in service to the Lyndonville Central School District with a laminated photo ID that contains the name of the driver or the aide monitor, the name of the Contractor, and the current school year. The photo ID shall be a minimum of 2 1/8" x 3 3/8" and shall be prominently displaced while the driver or the aide/monitor is in service to the Lyndonville Central School District. The photo ID shall be issued yearly by the Contractor and shall be at no cost to the Lyndonville Central School District.

8.8.1.10 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of aides and monitors.

8.8.1.11 Each driver and each aide/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and aides/monitors. A District Administrator or representative reserves the right to attend any of these training meetings.

All drivers must be reviewed by the Contractor's Article 19-A Examiner at the Contractor's expense after thirty (30) operating days of initial employment. Reports must be filed with the District, at least quarterly, on all 19-A reviews.

During the term of the contract, the District may have students who require access to Epi-pen autoinjectors for emergency situations. The District will provide detailed training to the Contractor's drivers and aides on the administration of the vital service, and the District strongly encourages the Contractor to facilitate this potentially life-saving effort. Pursuant to State regulations, the Contractor will be required to provide these services consistent with said regulations and related procedures.

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

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

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Each driver and aide/monitor performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3 (b)(3) of the Regulations of the Commissioner of Education and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner. Each driver performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3(c)(2) of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the District's representative in writing on the forms prescribed by the Commissioner. All information which can be legally shared with the School District shall be provided as part of the required driver files provided for both new employees and annually for existing employees. The costs of such examinations shall be paid by the Contractor.

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

8.8.1.13 To the extent required by the New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract must be approved for employment by the School District's Superintendent of Schools. The Contractor shall submit to the School District no later than one week prior to the first week of school for the Contracts, a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Contract/Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute aides/monitors employed to provide the services required hereunder. Said list shall be updated by the Contractor by adding or deleting such information regarding any such driver hired or terminated after that date and at the time such hiring or termination takes place. Information on temporary drivers from other Contractor locations must be provided to the District prior to providing services to the District.

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

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

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

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8.8.1.15 The District employs a certain number of bus drivers, and the Contractor will be required to provide training to the District's bus drivers on a regular basis as required. The District will provide reimbursement for out of pocket expenses incurred in the training of their drivers.

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

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

8.8.1.16 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior written approval of the School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse ("dry route") their assigned routes until they become familiar with all stops and roads. The Contractor shall provide the District with a written certification of the date that each driver completed their dry runs.

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

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

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

8.8.1.17 Students shall be discharged pursuant to District policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle. No Pre-K or kindergarten children are to be released without supervision. During the course of the contract the District reserves the right to determine other age groups that require supervision when released. Should the age group change, the District will provide this notice to the Contractor in writing. If there is no one to meet the student at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

8.8.1.18 No alcoholic beverages or 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

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beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking/vaping are allowed on the buses or on school property. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Lyndonville Central School District has a "drug free zone" policy on school property.

8.8.1.19 Each driver and aide/monitor will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated area(s) to disembark/embark pupils. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District. The Contractor also agrees to comply with the State's "anti-idling" requirements as stipulated in Commissioner's Regulations 156.3(h).

8.8.1.20.1 Under no circumstances, shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by the School District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

Under no circumstances shall a driver allow an unauthorized person to enter or ride the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. The District is the sole authority to approve additional personnel to ride the bus.

Monitors assigned to buses for discipline purposes (non IEP) shall be required to safely move throughout the bus during the run, and not simply be located in one seat for the entire route. The intent of this mandate is to enhance the supervision of students. The District reserves the right to observe this relocation of the monitor using the video cameras, especially should student discipline or student observation issues arise on a bus. Failure of the monitor to follow this mandate could result in the District's request for the replacement of the monitor, and/or such other damages as defined herein.

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

8.8.1.22 The Contractor must supply a sufficient number of trained mechanics to meet the DOT inspection goals as detailed in these specifications. The contractor must provide a minimum of one (1) mechanic on site at all times. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of this Contract.

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

8.8.1.23 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource.

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The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.8.2 Vehicles

8.8.2.1 The District shall provide the fleet, as detailed in Appendix "A". It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on all vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

The District reserves the right to make adjustments to the size of their fleet during the term of the contract as they deem necessary to meet the operating needs of the transportation program.

8.8.2.2 District buses will be made available to the Contractor to conduct driver training for drivers that will be employed for the Lyndonville Central School District program. The use of the buses will require the prior approval of the District's Transportation Supervisor, and mileages used for training will be recorded and provided to the District.

8.8.2.3 The District provides cameras for every bus. The camera output and usage is controlled by the District. The Contractor must facilitate the process as required by the District. The Contractor may, with District approval, use output for driver and aide training purposes within the constraints of student confidentiality. The District is responsible for major maintenance, and replacement, of the cameras unless the maintenance or replacement is caused by the negligence of the Contractor or its employees. In that situation the Contractor would be responsible for any related expenses. The Contractor will be responsible for the installation of any cameras.

8.8.2.4 The Contractor must supply and utilize an industry standard fleet maintenance software program similar to Dossier Maintenance Management, or District approved equivalent. The software and related data must be made available to the District in at least a "read only" version, and shall be readable on District owned computers operating in a Windows environment. The fleet maintenance software system must be kept current and must be acceptable in use and format to the District. Prior to the implementation of the program the system must be demonstrated to the District and the District must agree to its use.

8.8.2.5 The Contractor will provide maintenance of non-transportation school owned vehicles, upon request. Maintenance of these vehicles shall not interfere with normal maintenance of school buses. The Contractor will be reimbursed by the District for this maintenance service at the Contractor's actual labor cost (including fringe benefits) "marked-up" by

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10%, plus the Contractor's actual cost of parts and supplies "marked-up" by 10%. The District reserves the right to inspect financial records to verify Contractor costs to support the labor and parts charges. All maintenance on school owned vehicles shall be included in the fleet maintenance software program detailed in section 8.8.2.4 above.

8.8.2.6 All vehicles must be maintained at a level that meets or exceeds manufacturer's recommendations in all respects. Vehicles should demonstrate normal wear and tear, and the District reserves the right to conduct inspections of the mechanical conditions of any vehicle. If the vehicle has not been maintained to the proper standards as determined by the District, the Contractor will be provided one opportunity to rectify the maintenance condition, and to demonstrate the implementation of procedures to ensure future compliance with maintenance requirements. Failure to meet these conditions may result in the District engaging outside personnel to perform the required maintenance with the cost of such service charged to the account of the Contractor

8.8.2.6.1 Based on current vehicle usage and program requirements, the District projects the following vehicles being required for the 2019-2020 school year:

District provided:

- 64/66 passenger buses – 11 which currently 3 are spares
- 27 passenger bus - 1
- 5-8 passenger Vans – 3

All vehicles are equipped with digital video and sound recording equipment. The use of this equipment shall be in conformance with Lyndonville Central School District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District's request, and access shall be furnished through internet communication or other media transfer mechanism.

8.8.2.6.2 "Child Check Mate" (or equivalent) child check system is to be installed on all vehicles (with the exception of the 5-8 passenger vehicles) dedicated to the Lyndonville Central School District.

8.8.2.6.3 Two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Lyndonville Central School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. The contractor will provide the District with one hand held radio tied to the Contractor's frequency. No vehicles shall be operated outside the Lyndonville Central School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Lyndonville Central School District. These cellular or digital telephones shall be operated consistent with State laws.

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

8.8.2.7.5 All 64+ passenger vehicles are to be diesel fueled unless an exception is specifically approved in advance by the Lyndonville Central School District.

8.8.2.7.6 All buses must meet industry standard drawstring tests.

8.8.2.7.7 All vehicles provided by the District are equipped with a Global Positioning System (GPS) system that shall be maintained by the Contractor.

8.8.2.8 Full sized buses are currently 64/66-student passenger capacity.

8.8.2.9 Special education vehicles are provided by the District to accommodate any "special" needs of students. This includes air conditioning if required by the student's Individual Educational Plan (IEP).

8.8.2.10 The Lyndonville Central School District reserves the right to inspect any vehicle at any time throughout the life of the contract.

8.8.2.11 No later than 30 days from receipt but not later than August 15th, of each year of the Contract, the Contractor shall submit to the District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State's reporting period, April 1st to March 31st, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.

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

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

8.8.2.12 In order to assist in student and parent identification of vehicles, the District requires that buses assigned to routes be maintained on those routes as much as possible. The buses must be equipped with visible signs designating either bus numbers or route numbers. In the event that a spare bus is utilized on a route, the signage on the spare bus must replicate the information for the regularly scheduled bus. The District or the school buildings must be

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notified when a spare bus is assigned to a route.

8.8.2.13 The Proposer will provide a description of its vehicle maintenance schedule (time and/or mileage) that will be used in the performance of this contract. Included with this submission is to be a copy of any checklist used for each type of preventive maintenance program.

8.8.2.14 The Contractor will be required to provide a description of the method(s) used to ensure that each vehicle actually receives preventive maintenance within scheduled intervals.

8.8.2.15 The Contractor is required to have a minimum of one (1) dedicated bus mechanic on site.

8.8.3 Facilities

Contractor will be permitted at all time on or after July 1, 2019, and during the term of this contract, the reasonable use of District owned transportation facilities as well as the designated adjoining parking areas and access roads, and the bus loading and unloading areas at all District buildings. Contractor shall be responsible for tenantable repairs to the structures such as interior repair and including repair of broken windows. The District will be responsible for costs of heat, electricity, water and sewer or other utility charges, except for basic telephone charges, telephone toll calls, and internet access used by and for the contractor.

The Contractor shall not be responsible for any real property taxes or ad valorem water or sewer district taxes. The District shall continue to be responsible for major structural maintenance, including roofs, sidewalks, paving, and plumbing and wiring renovations or repairs.

Contractor shall permit reasonable use of the garage and facilities for the service of school district vehicles, such as driver education cars, lawn and grounds maintenance machinery, snow plows, current warehousing, and miscellaneous small equipment, consistent with Contractor's use of the premises and the District's non-interference with the primary use of the facilities for bus and transportation equipment maintenance. Such incidental use of the facility by the District shall be at no charge to the District. Similarly, Contractor shall agree to permit the District to use a portion of the existing parking areas for District-owned small vehicles, maintenance equipment, snow plows, etc., at no charge.

The District provides office space for the transportation supervisor and dispatcher, and the bus garage for mechanics to provide services on the buses.

8.8.4 Fuel

8.8.4.1 The Lyndonville Central School District will furnish the Contractor, without charge, with the fuel necessary for the live miles in the direct performance of the transportation required by the dedicated buses in the Home-to-School Transportation Contract (Contract #1), Field and Sports Trips (Contract #2) and Summer Program (Contract #3).

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

Fuel will be ordered from a Lyndonville Central School District approved vendor by

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the District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase Contracts. The fuel ordered will be compliant with State regulations for exemption from taxes. The Contractor is not authorized to order fuel for payment by the District without the prior written authorization of the District. Any fuel ordered by the Contractor without such prior written approval from the District will not be paid by the District.

8.8.4.2 In the event the Lyndonville Central School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the Lyndonville Central School District upon submission of approved receipts. Any State and/or Federal taxes due shall be the responsibility of the Contractor.

8.8.4.3 The Lyndonville Central School District will not provide, nor act as a reseller of, fuel to the Contractor for any use other than what is specifically provided in these Contracts.

8.8.5 Tolls, Parking Fees, and Meal Reimbursements

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

The School District will not reimburse the Contractor for any meals for drivers, aides or monitors for Field and Sports Trips.

8.8.6 Parts

All vehicle parts and accessories shall be purchased by the District and must meet any warranty requirements of the bus manufacturer.

Used parts of any kind are specifically prohibited unless approved, in advance, by the District. The Contractor is expected to maintain the vehicles using their expertise to limit any vehicle downtime.

Tires for use on vehicles included in this contract shall be purchased by the District. The Contractor will be required to provide technical input in the tire selection, with the final selection the responsibility of the District. The Contractor will be responsible for any tire maintenance, removal from the vehicle, mounting and balancing, and replacement on the vehicle.

Transmissions will be maintained by the Contractor, including normal service and all fluids and filters. The District will pay for any transmission rebuilds or replacements unless transmission damage is the result of Contractor negligence. The Contractor will provide recommendations to the District, and is responsible to facilitate the work on the transmission, removal and replacement, and purchase.

Engines and all related components and parts are the responsibility of the District, however,

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will be professionally maintained by the Contractor in accordance with normal and customary standards. Rebuilt or replacement engines will be purchased by the District unless the engine damage is the result of Contractor negligence. The Contractor will provide all required labor to facilitate the engine replacement.

Parts required to repair damages caused solely by contractor's drivers shall be provided by the Contractor at their expense.

8.8.7 Transition Plan

In the event the existing Contractor is not the successful Bidder, the Lyndonville Central School District will require the successful Bidder to submit a Transition Plan to the Lyndonville Central School District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the Lyndonville Central School District. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for hiring of personnel; securing vehicles; and the procedures and time line(s) for the continuation of the existing transportation program.

Should the existing contractor be the successful Bidder, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including any District-selected alternate(s). Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the Lyndonville Central School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Bidder.

8.8.8 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the School District. Should the District approve advertising on or in the vehicles providing services pursuant to this contract, the District shall receive 60% of the net profits from the advertising as verified by an independent accounting firm.

8.8.9 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public.

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8.9 SAFETY REQUIREMENTS

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

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Contractor with the help, cooperation and approval by the District. The District reserves the right to determine the acceptability of merging District students with students from other districts on the out-of-district runs.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the District. The routing information provided to the District by the Contractor shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion. The Contractor shall be responsible for notifying parents/families during the summer of any new or changed services. As a part of the Contractor's responsibility for routing, parent inquiries are to be directed to the Contractor, and the Contractor shall be responsible for efficiently handling all parent inquiries consistent with the requirements and policies of the District.

In order to evaluate the effectiveness of the routes, the District requires that the Contractor perform a ridership audit (count) every day for the first week of the school year, and three additional weeks during the school year on a schedule determined by the District (fall, winter, spring). The forms for the count, and the reporting of the data, shall be suggested by the Contractor and must be approved by the District.

During the course of the contract, the District reserves the right to change routing software programs. Should this occur, the District will be responsible for providing the Contractor with the necessary licenses to operate the new program, and will provide the Contractor's staff with the proper training in the software use.

8.10.2 The Lyndonville Central School District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without incremental charges except those consistent with the pricing schedule detailed herein.

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

Given the unique requirements of special education and homeless student transportation, situations may arise which will require additional routes or services. The Contractor will

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initiate new service within 72 hours of receipt of the service requirement from the Lyndonville Central School District.

No routes are to be doubled by the Contractor without the prior approval of the District. All routes shall schedule the same driver in the morning and in the afternoon unless the Lyndonville Central School District approves a change. Drivers may not leave their designated daily routes to perform field or sports trips. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

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

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

8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the Lyndonville Central School District's Board of Education including the calendars of all other schools for which the Lyndonville Central School District is responsible for furnishing transportation.

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

8.10.6 It is understood that on those days that Lyndonville Central School District schools are closed and other locations to which Lyndonville Central School District are transported are open, the Contractor may be required to furnish any required transportation to those locations.

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

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

8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Transportation Supervisor or his/her designee.

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8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Lyndonville Central School District.

8.10.9 SCHEDULE VARIATIONS

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

8.10.9.1 Lyndonville Central School District-wide early dismissals when required.

8.10.9.2 Early dismissals as per calendars provided by the Lyndonville Central School District, including during the month of September and late activity schedules as per published schedule

8.10.9.3 Comparable transportation from BOCES and all non-public schools covered by this Contract on days when the Lyndonville Central School District has other than regular dismissals

8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.

8.10.9.5 Comparable transportation for special education locations on days when the Lyndonville Central Schools are closed for any reason and the special education locations are open

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

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

8.10.9.8 Summer transportation as required by the individual student programs

8.10.10 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by the Lyndonville Central School District. This information is to be provided without charge to the Lyndonville Central School District. Failure to meet this requirement will cause the Lyndonville Central School District to initiate the liquidated damages provided under Section 8.16.13 of these specifications.

8.10.11 TRIAL ROUTES

At a time established by the Lyndonville Central School District within two (2) weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. route to include all stops assigned on the route. The Contractor will identify

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any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the Lyndonville Central School District of the same. Contractor must provide written verification of this trial route process to the Lyndonville Central School District no later than September 1st of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges**. **Trial runs must be operated by the driver using their actual assigned vehicle, or a vehicle with similar capacity and features. Operating trial runs using a personal auto is not acceptable**. The cost of providing these mandated trial routes shall be at no additional charge to the Lyndonville Central School District and no billing for these routes shall occur. The District will provide the fuel necessary for these trial runs.

8.11 OPERATING MATTERS

8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to the Lyndonville Central School District, the Superintendent or his/her designee is to be notified immediately, and the Lyndonville Central School District accident procedures are to be followed. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to the Lyndonville Central School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the Lyndonville Central School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event. The District requires that any driver involved in an accident where any person is transported to a hospital, any vehicle is towed, or any vehicle incurs an estimated $1,000 in damages be immediately submitted for drug/alcohol testing. The Contractor is responsible for instituting this protocol, and the results are to be shared with the District consistent with any regulatory privacy requirements.

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

The Lyndonville Central School District reserves the right to have a driver involved in what it deems a preventable accident removed from service to the Lyndonville Central School District and complete an approved retraining program prior to returning to service. The cost of the retaining, including any cost for the continuation of the driver on the Contractor's payroll during this non-driving time, shall be borne by the Contractor.

8.11.2 Driver Training and Additional Training: The District currently employs three of their own drivers, and the District has the right to add or delete drivers at their discretion. All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. The Contractor will be required to integrate the District employed drivers into the Contractor's training program. Any additional costs incurred by the Contractor to train the District employed drivers will be reimbursed to the Contractor by the District.

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Additionally, drivers assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

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

8.11.3 Driver's Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily report, or DVIR form, each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the Contractor and made available to the District as requested. Electronic versions of the mandated DVIR, similar to that provided by Zonar and other firms, is acceptable.

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

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

8.11.5 Emergency Closings: The Contractor will be required to consult with the Superintendent or his/her designee, during times of inclement weather, about road conditions and the potential of closing school.

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

8.11.6 Non-Lyndonville Central School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Lyndonville Central School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the Lyndonville Central School District before agreeing to undertake the transportation of pupils for other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the Lyndonville Central School District with copies of each such related Contract with another school, district, or individual for such transportation. The Lyndonville Central School District reserves the right to assign students from other districts to buses/routes. Should such

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assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the Lyndonville Central School District, according to the prices submitted in this Bid.

The Contractor agrees to cooperate fully with the Lyndonville Central School District's policy of cooperative transportation with other districts, schools, agencies, and BOCES.

8.11.7 Rights to Property: It is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the Lyndonville Central School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by District personnel.

8.11.8 Lyndonville Central School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Lyndonville Central School District as set out in the present written policies and rules of the Lyndonville Central School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Lyndonville Central School District. See Board Policy referenced in Appendix "C".

8.11.9 Lyndonville Central School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Lyndonville Central School District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.11.10 Student Discipline Matters: In the event of any student discipline matter involving Lyndonville Central School District students, the Contractor shall immediately notify the District in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District

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

8.12 BASE PROGRAM BID

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

8.13 CHANGES IN BASE PROGRAM

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

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

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

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

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

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

8.14.3 Section 103-a of the General Municipal Law. Grounds for cancellation of Contract by municipal corporations and fire districts.

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

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

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of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

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

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

8.14.4 Compliance with Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195)

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

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

8.15 CONTRACT

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

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

8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to

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ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquated damages, the District will notify the Contractor via email or in writing of the infraction, and will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages. Whenever possible, the Contractor will be provided with an opportunity to cure the infraction. Determinations as to cause, and as to a reasonable time to cure, will be made solely by the District.

In view of the difficulty the Lyndonville Central School District will suffer by reason of default on the part of the Contractor, the Bidder, through their voluntary submission of their bid, hereby stipulates that the following sums shall be deemed liquidated damages and enforceable for breach of this Contract:

8.16.1 If at any time the Contractor does not provide the required personnel such as drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost for that day, plus liquidated damages of $100.00, or the cost of the District's expense for engaging alternate support during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

8.16.2 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct $100.00 from the monthly payment as liquidated damages for each such occurrence.

8.16.3 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the Lyndonville Central School District reserves the right to deduct $200.00 per day as liquidated damages, plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.

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

8.16.4 In the event a strike or other occurrence causes an interruption of services for more than 24

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hours, the Lyndonville Central School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. The District also maintains the right to control the use of the District owned buses and to provide whatever services are required to support the educational program. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to Lyndonville Central School District.

8.16.5 Extra-curricular transportation as proposed under Field and Sports Trips Transportation is an important element of the District's educational program. Therefore, it is expected, and the Contractor shall, meet the District's needs provided that the District duly informs the Proposer of any trip at least 24 hours ahead of said trip. Failure by the Contractor to provide the necessary driver(s), once the Contractor has agreed to the provision of the service, will result in non-payment by the District for the trip, a $100.00 per missed trip liquidated damage deduction from any payments due to the Contractor under this Contract, and a reimbursement to the District for any financial damages that the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, rescheduling costs, cost for alternate transportation, etc.). Similar damage assessments shall apply for buses that are late in arriving for the scheduled trip due to driver shortages.

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

8.16.7 The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Lyndonville Central School District expects the Contractor to maintain a DOT passing rate of at least 90% (OOS of no more than 10%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation Bus Inspection System Operator Profile (for the fleet servicing the Lyndonville Central School District) no later than 30 days from receipt but not later than August 15th, following the end of the March 31st, reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Lyndonville Central School District does not eliminate the mandate. If the DOT inspection rate does not achieve the 90% passing rate level, the Lyndonville Central School District reserves the right to require the following actions and damages:

8.16.7.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Lyndonville Central School District an action plan to achieve the 90% plus level by the end of the current inspection reporting period for school buses in service to the Lyndonville Central School District. This action plan will be reviewed with Lyndonville Central School District personnel or its representative(s) and must be approved by the Lyndonville Central School District. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Lyndonville Central School District of

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a copy of the form MC300 for each DOT inspection made of school buses in service to the Lyndonville Central School District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The Lyndonville Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Lyndonville Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level during the next reporting period, the Lyndonville Central School District reserves the right to assess liquidated damages of $250 from the monthly payment to the Contractor for each vehicle dedicated to the Lyndonville Central School District reported as failing under the "A" or "B" inspection criteria.

8.16.7.2 If the average DOT passing rate is between 85.0% and 87.4% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the Lyndonville Central School District an action plan to achieve the 90% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the Lyndonville Central School District. This action plan will be reviewed with Lyndonville Central School District personnel or its representative(s) and must be approved by the Lyndonville Central School District. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Lyndonville Central School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the Lyndonville Central School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The Lyndonville Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Lyndonville Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the Lyndonville Central School District reserves the right to assess liquidated damages of $400 from the monthly payment to the Contract for each vehicle dedicated to the Lyndonville Central School District reported as failing under the "A" or "B" inspection criteria.

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

8.16.7.3 The Lyndonville Central School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the Lyndonville Central School District may incur to assist the Lyndonville Central School

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District in any review or monitoring of the action plan by any specialist of its choosing.

8.16.7.4 If the DOT passing rate is 84.9% or less at the terminal from which the fleet operating this Contract is located, the Lyndonville Central School District reserves the right to assess a damage of $750 from the monthly payment to the Contractor for each vehicle dedicated to the Lyndonville Central School District reported as failing under the "A" or "B" inspection criteria and reserves the right to terminate the Contract upon 60 days prior written notice.

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

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

8.16.9 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 8.16, the Contractor shall be liable to a deduction of $300 per day as liquidated damages per failure from the monthly payment for each such occurrence.

8.16.10 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed $1,000 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

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

8.17 ALTERNATES

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

8.17.1 Performance Bond

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

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APPENDIX A
PROGRAM DESCRIPTIONS

LYNDONVILLE CENTRAL SCHOOL DISTRICT

The District is currently operating under a management contracts awarded in 2011 & 2012. The District owns a fleet of twelve 64/66 passenger buses, one short 27C/18A/WCH capacity bus, and three 5/8 passenger vans. The District owns the facility and the Contractor operates out of that facility with their own drivers, mechanics, monitors, dispatchers, and manager. The Contractor routes the fleet with District office input and approval. The District provides all parts and fuel. Additionally, the district requires maintenance for the two vehicles used within the building and grounds part of the district's responsibilities.

Lyndonville Central School District:

Out of District Transportation Information

School Name	Address	Arrival Time	Depart Time
Newfane Learning Ctr	6175 East Avenue, Newfane	8:20am	2:30pm
Henrietta G. Lewis	6395 Old Niagara Rd, Lockport	8:10am	2:15pm
e-Start	2000 Lehigh Station Rd., Rochester	7:30am	1:45pm
Kendall Learning Ctr	1932 Kendall Rd, Kendall	8:30am	3:00pm
Kessler Center	402 Rogers Parkway, Rochester	8:30am	2:30pm
Orleans Learning Ctr	4232 Shelby Basin Rd, Medina	8:00am	2:00pm
Stanley G. Falk	1 Cambridge St., Buffalo	8:00am	2:15pm
Royhart Learning Ctr	4500 Orchard Place, Gasport	8:15am	2:15pm
Niagara Academy	3181 Saunders Settlement Rd., Sanborn	8:05am	2:35pm
Holley Aternative	3800 North Main St., Holley	7:30am	2:10pm

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In-District

DISTRICT:	LYNDONVILLE CSD			BUS USAGE REPORT																		
As Of:		(MM/DD/YR)		LYNDONVILLE CSD																		
		AM - 1st Tier/Run/Trip				AM - 2nd Tier/Run/Trip				PM - 1st Tier/Run/Trip				PM - 2nd Tier/Run/Trip				AM+PM	Mid-Day Work				
Bus #	Capacity	Start Time	End Time	Elapsed Time	Mileage	Start Time	End Time	Elapsed Time	Mileage	Start Time	End Time	Elapsed Time	Mileage	Start Time	End Time	Elapsed Time	Mileage	Total Time	Start Time	End Time	Elapsed Time	Mileage	Route Description
91	64			0:00				0:00		1:20	3:00	1:40	21			0:00		1:40			0:00		PM Holley/Boces
92	6 pass			0:00		8:00	9:00	1:00	51			0:00				0:00		1:00			0:00		OOD
94	64	6:30	7:45	1:15	23			0:00		2:15	3:30	1:15	23			0:00		2:30			0:00		HTS
95	64	6:30	7:45	1:15	23			0:00		2:15	3:30	1:15	23			0:00		2:30			0:00		HTS
96	6 pass	5:40	9:30	3:50	115			0:00		12:00	15:40	3:40	134			0:00		7:30			0:00		OOD/
97	64	6:30	7:45	1:15	24			0:00		2:15	3:30	1:15	24			0:00		2:30			0:00		HTS
98	64	6:30	9:00	2:30	23			0:00		2:15	3:30	1:15	23			0:00		3:45			0:00		HTS
99	8 pass	6:40	9:30	2:50	103			0:00		2:15	3:15	1:00	20			0:00		3:50			0:00		OOD
100	64	6:30	7:45	1:15	30			0:00		2:15	3:30	1:15	30			0:00		2:30			0:00		HTS
101	64C/42A	7:00	9:00	2:00	72					1:20	3:35	2:15	72						10:15	11:45	0:00	37	OOD/Prek
102	64	6:30	7:45	1:15	27	8:00	8:30	0:30	49	2:15	3:30	1:15	27			0:00		3:00	10:10	12:30	2:20	43	HTS/ON boces/ Boces
103	64	6:15	7:45	1:30	20	8:00	9:00	1:00	32	2:15	3:30	1:15	20			0:00		3:45	10:15	11:45	1:30	44	HTS/Boces am/PreK
104	64	6:15	7:45	1:30	22			0:00		2:15	3:30	1:15	22			0:00		2:45			0:00		HTS
Notes:																							

Out of District

TAS

Transportation Study
Out-of-School District Transportation Information

Name of School District: Lyndonville Central School
Name of Person Completing This Form: Lynn Fetzner
Title of Person Completing This Form: Director of Transportation

Date: 01/30/2019
Phone (xxx) xxx-xxxx: 585-765-2701
Email: lfetzner@lcsdk12.org

			OOD Location		No. of Students Transported				No. of Attendants		Type of Vehicle Used			
School Name of Out-of-District Location	Street Address of Out-of- District Location	City	AM & PM Bell Times	Days of the Week Trans Provided M,T,W,TH,F, SA,SU,M-F	Charter	Homeless	Private / Parochial	Special Education	Whole Bus	1:1	Bus (Capacity)	Van	W/C	Comments (i.e. name of districts sharing runs)
Newfane Learning Center	6175 East Ave	Newfane	8:20-2:30	M,T,W,TH,F				X		0	27C/18A		1	
Henrietta G. Lewis	6395 Old Niagara Rd	Lockport	8:10-2:15	M,T,W,TH,F				x		0	27C/18A		1	
e-Start	2000 Lehigh Station Rd.	Rochester	7:30-1:45	M,T,W,TH,F				x		0		6		
Kendall Learning Center	1932 Kendall Rd.	Kendall	8:30-3:00	M,T,W,TH,F				x				6		
Kessler Center	402 Rogers Parkway	Rochester	8:30-2:30	M,T,W,TH,F				x		1:01		6		
Orleans Learning Center	4232 Shelby Basin Rd.	Medina	8:00-2:00	M,T,W,TH,F				x			64C/42A			transport-Medina pm
Stanley G. Falk	1 Cambridge St.	Buffalo	8:00-2:15	M,T,W,TH,F										transport-Royhart
Royhart Learning	4500 Orchard Place	Gasport	8:15-2:15	M,T,W,TH,F				x						transport-Barker
Niagara Academy	3181 Saunders Settlement Rd.	Sanborn	8:05-2:35	M,T,W,TH,F										transport-Barker
Holley Alternative	3800 North Main St.	Holley	7:30-2:10	M,T,W,TH,F								8		

Bidder's Initials _____

DISTRICT:		LYNDONVILLE CSD					
Fleet Listing as of:		3/13/19	(MM/DD/YR)				
BUS #	YEAR	CAPACITY	MAKE/MODEL	MILEAGE	USAGE	AGE	OPERATING TIMES
89	2007	66	Thomas/Freightliner	136,758	Spare	13	
90	2010	64	Thomas/Freightliner	159,759	Spare	10	
91	2010	64	Thomas/Freightliner	117,158	Route	10	1:20 - 3:00
92	2010	6 pass	Dodge Caravan	167,014	Route	10	8:00-9:00
93	2011	60	Thomas/Freightliner	114,651	Spare	9	
94	2014	64	Thomas/Freightliner	119,207	Route	6	6:30-7:45; 2:15-4:00
95	2015	64	Thomas/Freightliner	102,159	Route	5	6:30-7:45; 2:15-4:00
96	2014	6 pass	Dodge Caravan	150,609	Route	6	5:40-9:00; 12:00-3:40
97	2015	64	Thomas/Freightliner	79,110	Route	5	6:30-7:45; 2:15-4:00
98	2016	64	Thomas/Freightliner	44,916	Route	4	6:30-7:45; 2:15-4:00
99	2016	8 pass	Ford Transit	67,823	Route	4	6:40-9:30; 2:05-3:15
100	2017	64	Thomas/Freightliner	40,998	Route	3	6:30-7:45; 2:15-4:00
101	2017	27 W/C	Chev	27,023	Route	3	6:50-9:00; 10:15-11:45; 1:20-3:30
102	2018	64	Thomas/Freightliner	39,885	Route	2	6:30-8:30; 10:00-12:30; 2:15-5:00
103	2019	64	Thomas/Freightliner	12,121	Route	1	6:30-9:00; 10:15-11:45; 2:15-5:00
104	2019	64	Thomas/Freightliner	7,230	Route	1	6:30-7:45; 2:15-4:00

Current Contract Rates, and the current contract documents, will be provided at the prebid meeting on the flash drive.

Bus Usage Chart for Home-to-School Transportation: A detailed bus usage schematic showing bus capacity, operating times by tiers, mileage, and run description will be provided on the flash drive distributed at the prebid meeting.

Field Trip Information: An Excel file showing trips by for the 2016-2017 school year will be provided on the flash drive distributed at the prebid meeting.

Summer Transportation: A contract summary form showing the vehicles utilized for 2017 based upon length of operating day, average mileage, and contract rates will be provided on the flash drive distributed at the prebid meeting.

Bidder's Initials _____

APPENDIX "B"
FLEET LIST

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

Lyndonville Student Transportation Fleet 2018-2019

Bus	Cost	VIN #	Plate	Year	Condition	Capacity	Model	Comments	Use in 15-16
89	$76,902	4UZAAXCS57CW39552	AN3243	2007	Fair	66/44	Thomas		spare
90	$92,000	4UZABRDJ4ACAK8193	AN3256	2010	~~Good~~Fair	64/42	Thomas		~~Boces~~ spare
91	$87,749	4UZABRDT0ACAP8980	AN3253	2010	Good	64/42	Thomas	temp out of ser	~~spare~~ BOCES
93	$93,010	4UZABRDTXBCAT2395	AN3254	2011	Fair	64/42	Thomas		spare
94	$ 95,627	4UZABRDT0ECFE5266	AN3251	2014	Good	64/42	Thomas		Reg Run
95	$ 97,986	4UZABRDT6FCFV7122	AN3257	2014	Good	64/42	Thomas		Reg Run
97	$ 105,391	4UZABRDT2FCGM2507	AL1613	2015	Good	64/42	Thomas		Reg Run
98	$ 105,261	4UZABRDT9HCHK8531	AX3623	2017	Good	64/42	Thomas		Reg Run
100	$ 109,995	4UZABRDT0HCJD1292	AY6855	2017	Good	64/42	Thomas		Reg Run
101	$ 69,160	1HA6GUBG9HN002427	AN3241	2017	Good	27c/18a/WCH	Chev		OOD Run
102	$ 109,658	4UZABRFC0HCHP8619	AN3248	2018	Good	64/42	Thomas		Reg Run
103	$ 114,362	4UZABRFC6KCKV1350	AN3249	2019	New	64/42	Thomas		Reg Run
104	$ 114,362	4UZABRFC8KCKV1351	AN3250	2019	New	64/42	Thomas		Reg Run
Vans									
92	$22,000	2D4RN4DEXAR146079	AN3252	2010	Fair	6/1	Dodge		Kendall/ am
96	$ 18,999	2C4RDGBG1ER167902	AN3246	2014	Fair	6/1	Dodge		Monroe 1 Boces
99	24,884	1FMZK1ZM6GKA75020	AN3244	2016	Good	7/1	Ford		Kessler Center/am

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Bidder, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

_____
Bidder's Initials

APPENDIX "C"

LYNDONVILLE CENTRAL SCHOOL DISTRICT
TRANSPORTATION REPORT

SAMPLE

MONTHLY ACTIVITY REPORT
MONTH: _____, 201__

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

SAFETY AND TRAINING ACTIVITY:

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

_____

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

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

Date Prepared: _____/_____/_____ Prepared by: _____

Title: _____

_____
Bidder's Initials

Appendix D

Lyndonville Central School District Transportation Policies

District Transportation Policies are available on the District's website:

https://www.lyndonvillecsd.org/school-business-office

Bidder's Initials _____

THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH BID = = = =

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY LYNDONVILLE CENTRAL SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE LYNDONVILLE CENTRAL SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

(A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE LYNDONVILLE CENTRAL SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;

(B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;

(C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE LYNDONVILLE CENTRAL SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE LYNDONVILLE CENTRAL SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

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

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

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE LYNDONVILLE CENTRAL SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2019

_____
(NOTARY PUBLIC)

_____
Bidder's Initials

FINANCIAL INFORMATION COMPLIANCE

1. Pursuant to Section 2.2.2. of the Lyndonville School District Transportation Request for Bid, dated March 29, 2019, the undersigned hereby acknowledges the following:

   a. If requested, the stipulated financial information will be provided within 72 hours of the District's request.

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

      Initials: _____

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

      Initials: _____

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

      Initials: _____

   e. Bidder certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to section 8.14.1. □ YES □ NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

      Initials: _____

2. Pursuant to Section 2.1.6 of the Lyndonville Central School District transportation bid, dated March 29, 2019, the following represents individuals or entities with 10% or more ownership of the entity submitting the bid and identified in the signature section below (attached additional sheets if more space is required):

FULL NAME	ADDRESS	% OWNERSHIP

Signature: _____
Name: _____
Title: _____
Company: _____
Date: _____

_____
Bidder's Initials

STUDENT TRANSPORTATION SERVICES
FORM OF BID
March 29, 2019

LYNDONVILLE CENTRAL SCHOOL DISTRICT
25 HOUSEL AVENUE
LYNDONVILLE, NY 14098

CONTRACT #1
HOME-TO-SCHOOL

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

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

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

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

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on March 29, 2019. The Excel file is structured with three separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder's signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)

2. If the Bidder is a corporation, is it incorporated in New York?

   O Yes **O** No

   If No, it must be authorized to do business in New York.

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

   Name Address Contact Person Telephone

   _____

_____
Bidder's Initials

_____

_____

_____

(attach additional sheets, if necessary)

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

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

_____

Bidder's Initials

STUDENT TRANSPORTATION SERVICES
FORM OF BID
March 29, 2019

LYNDONVILLE CENTRAL SCHOOL DISTRICT
25 HOUSEL AVENUE
LYNDONVILLE, NY 14098

CONTRACT #2
Field and Sports Trips

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

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

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

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

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on March 29, 2019. The Excel file is structured with three separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder's signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)

2. If the Bidder is a corporation, is it incorporated in New York?

   O Yes **O** No

   If No, it must be authorized to do business in New York.

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

   Name Address Contact Person Telephone

   _____

_____
Bidder's Initials

_____

_____

_____

(attach additional sheets, if necessary)

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

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

_____

Bidder's Initials

STUDENT TRANSPORTATION SERVICES
FORM OF BID
March 29, 2019

LYNDONVILLE CENTRAL SCHOOL DISTRICT
25 HOUSEL AVENUE
LYNDONVILLE, NY 14098

CONTRACT #3
Summer Transportation

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

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

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

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

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on March 29, 2019. The Excel file is structured with three separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder's signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)

2. If the Bidder is a corporation, is it incorporated in New York?

   O Yes **O** No

   If No, it must be authorized to do business in New York.

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

   Name Address Contact Person Telephone

   _____

_____
Bidder's Initials

_____

_____

_____

(attach additional sheets, if necessary)

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

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

_____

Bidder's Initials

(NON-COLLUSIVE BID CERTIFICATION)

Firm Name: _____

Business Address: _____

_____

Telephone No. _____ Date of Bid: March 29, 2019

I. GENERAL BID CERTIFICATION
The Bidder certifies that he or she will furnish, at the prices herein quoted, the materials, equipment, and/or services as proposed on this Bid.

II. NON-COLLUSIVE BID CERTIFICATION
By submission of this bid, the Bidder certifies that:

a. Each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

1) The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;

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

3) No attempt has been made or will be made by the Bidder to induce and other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

b) A Bid shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

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

_____
Bidder's Initials

Any Bid shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

_____
Bidder's Initials

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

_____

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

_____

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

_____

 Bidder's Initials

SAMPLE PRICING PAGES – Home-To-School – Contract #1

LYNDONVILLE CENTRAL SCHOOL DISTRICT

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of March 29, 2019.

Bidder Name:

HOME-TO-SCHOOL - CONTRACT #1					
Rate per Day per Vehicle					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
64/66 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
Excess Rate per Hour					
27 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
Excess Rate per Hour					
5-8 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
Excess Rate per Hour					
Bus Aide					
Rate per Hour for Aide					
Rate Per Hour - **Nurse**					

MANAGEMENT AND MAINTENANCE PERSONNEL					
Annual charge for the provision of the mandated full-time manager/dispatcher and trained mechanic.					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual fixed charge					
PERFORMANCE BOND					
Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.					
Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.					
	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual fixed charge					
% of Annual Contract					

Submitted by:

Bidder's Initials

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Bidder's Initials _____

SAMPLE PRICING PAGES – Field and Sports Trips – Contract #2

LYNDONVILLE CENTRAL SCHOOL DISTRICT

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of March 29, 2019.

Proposer Name: 0

CONTRACT #2 - FIELD AND SPORTS TRIPS

FIELD & SPORTS - IN DISTRICT

COST PER HOUR - 1 HR MINIMUM IN-DISTRICT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
DRIVING TIME:					
64/66 Passenger Bus					
27 Passenger Bus					
Bus Aide					
WAITING TIME:					
64/66 Passenger Bus					
27 Passenger Bus					
Bus Aide					

FIELD & SPORTS - OUT-OF-DISTRICT

COST PER HOUR - 2 HR MINIMUM OUT-OF-DISTRICT

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
DRIVING TIME:					
64/66 Passenger Bus					
27 Passenger Bus					
Bus Aide					
WAITING TIME:					
64/66 Passenger Bus					
27 Passenger Bus					
Wheelchair Bus					
Bus Aide					
COST PER MILE OVER 100 MILES - OUT-OF-DISTRICT TRIPS					
64/66 Passenger Bus					
27 Passenger Bus					

PERFORMANCE BOND

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

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

	2019-2020	2020-2021	2021-2022	2022-2023	2023-2024
Annual fixed charge					
% of Annual Contract					

Submitted by:

Company:

Name:

Title:

Signature:

Date:

Bidder's Initials

LYNDONVILLE SCHOOL DISTRICT

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of March 29, 2019.

Bidder Name: **0**

CONTRACT #3 - SUMMER SCHOOL AND SPECIAL NEEDS					
Rate per Day per Vehicle for Dedicated Vehicle					
	2019	2020	2021	2022	2023
64/66 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
27 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
5-8 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
Bus Aide					
Rate per Hour for Aide					

PERFORMANCE BOND					
Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.					
Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.					
	2019	2020	2021	2022	2023
Annual fixed charge					
% of Annual Contract					

Submitted by:

Company:

Name:

Title:

Signature:

Date:

Bidder's Initials

Lyndonville Central School District
25 Housel Avenue
Lyndonville, NY 14098

CONTRACT: HOME-TO-SCHOOL; EXTRA-CURRICULAR; SUMMER
BID DATE: March 29, 2019

NON-BIDDER'S RESPONSE

The Lyndonville Central School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the address above.

- ☐ Unable to propose at this time.
- ☐ Contract too small/large for our firm (circle one).
- ☐ Lack of fleet to meet requirements.
- ☐ Lack of facility to meet requirements.
- ☐ Unable to meet specifications. Provide detail: _____

_____

_____

- ☐ Insufficient time allowed for preparation and submission of Bid.
- ☐ Other reasons: _____

_____

_____

You may remove our name from the bid/Bid list for:

☐ All bids/Bids this year ☐ Remainder of

☐ This particular service ☐ Other: _____

_____
Officer of Company (Signature)

_____
Date

_____
Title

_____
Company Name

_____
Telephone

_____
Fax Number

_____
Address

_____
Email address

_____
Bidder's Initials

Bidder's Initials _____