

**SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT  
REQUEST FOR PROPOSALS FOR  
STUDENT TRANSPORTATION**

**SPECIFICATIONS AND PROPOSAL FORMS**

**SUMMER TRANSPORTATION  
2022-2023**



**South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746**

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REQUEST FOR PROPOSALS FOR  
STUDENT TRANSPORTATION**

**SPECIFICATIONS AND PROPOSAL FORMS**

**SUMMER TRANSPORTATION  
2022-2023**

**Proposal Information**

PROPOSALS WILL BE OPENED AND ACKNOWLEDGED PUBLICLY:

Date: Friday, June 10, 2022

Time: 11:00 a.m.

Place: James Kaden Administration Office  
South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

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

Company Representative: \_\_\_\_\_

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

Email: \_\_\_\_\_

Statement by proposer as to whether proposer is a sole proprietor, partnership, corporation or any other legal entity:

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

## PUBLIC NOTICE

### REQUEST FOR PROPOSALS FOR STUDENT TRANSPORTATION

South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

The Board of Education of the South Huntington Union Free School District (hereinafter "the District") invites the submission of sealed proposals from reputable and qualified bus transportation companies for furnishing student transportation services for the District for the period of July 1, 2022 through June 30, 2023 with the option to extend in accordance with applicable law for the following contract: Summer Transportation.

This Request for Proposals, including forms of proposals, certification, conditions, and specifications may be obtained from the District's Business Office at 60 Weston Street, Huntington Station, New York 11746 between the hours of 9:00 a.m. and 3:30 p.m., commencing on May 26, 2022, holidays excluded. Proposers may request specifications for electronic transmission or pick-up by appointment via telephone at 631-812-3015 or via electronic mail to [sbuhse@shufsd.org](mailto:sbuhse@shufsd.org).

In all cases, it must be understood that the conditions and specifications set forth in the Request for Proposals issued by the District shall apply. Sealed proposals will be received until June 10, 2022 at 11:00 a.m. at the District's Business Office located at 60 Weston Street, Huntington Station, New York 11746. Staff will be available to accept hand delivered sealed proposals on June 10, 2022 between the hours of 8:00 a.m. and 11:00 a.m. All proposals received by 11:00 a.m. on June 10, 2022 will be publicly acknowledged at the District's Leadership Conference Room on June 10, 2022 at 11:00 a.m. All interested proposers may attend the public acknowledgment of proposals. All proposals shall be clearly marked "**Pupil Transportation Proposal - Do Not Open Until June 10, 2022 at 11:00 a.m.**" The Board of Education reserves the right to reject all proposals, waive any informalities in a proposal and to negotiate any portion of a proposal(s).

Questions regarding this Request for Proposals will be accepted by the Deputy Superintendent until June 6, 2022 at 4:00 p.m. and answers to all questions requiring a response, as deemed necessary by the District, will be distributed in the form of an addendum to all potential proposers by June 7, 2022. Please submit your questions in writing via email to [sbuhse@shufsd.org](mailto:sbuhse@shufsd.org) with a copy to [jcentamore@shufsd.org](mailto:jcentamore@shufsd.org).

A pre-proposal conference will be held on June 2, 2022 at 2:00 p.m. at the South Huntington Union Free School District, District Administrative Offices, 60 Weston Street, Huntington Station, New York 11746.

The Board of Education reserves the right to consider experience, service and reputation in the student transportation field, as well as the financial responsibility and specific qualifications set out herein of the prospective proposer, in considering proposals and awarding the contracts. The Board reserves the right to reject any or all proposals in whole or in part, when in its sole discretion it deems that it will serve the best interests of the District, to waive technical defects, irregularities and omissions; and to select in its sole discretion which of two or more identical proposers shall be awarded the contract.

When a board of education of a school district elects to receive proposals submitted in response to a request for proposals, such board of education shall evaluate each proposal from a responding contractor according to criteria established by the Commissioner of Education, which criteria shall include, at a minimum: (i) the previous experience of the contractor in transporting pupils, (ii) the name of each transportation company the contractor has been an owner or a manager, (iii) a description of any safety programs implemented by the contractor, (iv) a record of accidents in motor vehicles under the control of the contractor, (v) driving history of employees of the contractor, (vi) inspection records and model year of the motor vehicles under the control of the contractor, (vii) maintenance schedules of the motor vehicles under the control of the contractor, (viii) financial analysis of the contractor, (ix) documentation of compliance with motor vehicle insurance requirements, and (x) total cost of the proposal.

Proposals will be evaluated and awarded based on the following criteria by the District pursuant to Sections 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education. Proposals receiving less than a minimum threshold score of 75 will not be considered for award.

	<b>Category</b>	<b>Weight</b>
1	Previous Experience of Contractor in School Transportation	10
2	Names of Previous Transportation Companies where the Contractor has been an Owner or Manager	5
3	Description of Safety Programs Implemented by the Contractor	10
4	Record of Accidents in Vehicles under the control of the Contractor	5
5	Driving History of Employees of the Contractor	5
6	Fleet Inspection Records, Model Year of each of the Vehicles under the Control of the Contractor	10
7	Maintenance Schedules of Vehicles under Control of the Contractor	10
8	Financial Analysis of the Contractor	15
9	Documentation of Compliance with Motor Vehicle Insurance Requirements	5
10	Total Cost of Proposal- Total Cost to Provide the Transportation Services under the Contract	25
TOTAL		100

The above-referenced scoring of the criteria will be used for the contract or the term of the contract awarded under this Request for Proposals for transportation services. In the best interest of the District, the Board of Education reserves the right to award the transportation contract for a period of one (1) year in accordance with applicable law.

Notwithstanding the provisions of any general, special, or local law or charter, a board of education or a trustee of a district, pursuant to rules and regulations promulgated by the

Commissioner of Education, may award a contract for the transportation of pupils involving an annual expenditure in excess of the amount specified for purchase contracts in the bidding requirements of the General Municipal Law in compliance with the bid law or subsequent to an evaluation of proposals submitted in response to a request for proposals prepared by or for the board of education or trustee of a district. The Commissioner, in addition to his existing statutory authority to approve or disapprove transportation contracts, may reject any award of a transportation contract that is based on an evaluation of proposals submitted in response to a request for proposals if he/she finds that (1) the contractor is not responsive to the request for proposals or (2) the proposal is not in the best interests of the District.

Security in the form of a bond or certified check payable to the South Huntington Union Free School District in the amount of ten percent (10%) of the first year of the contract is required to be submitted with the proposal. A performance and payment bond in a sum of 100% of the annual amount of the contracts will be required as set forth in the Request for Proposals. Proof of the ability to furnish a performance bond in the amount of 100% for each year of the contract must also be submitted with the proposal.

Dated: May 24, 2022

Board of Education  
South Huntington Union Free School District  
60 Weston Street  
Huntington Station, New York 11746

**REQUEST FOR PROPOSAL  
TRANSPORTATION SPECIFICATIONS -STUDENT TRANSPORTATION PROPOSAL**

**ARTICLE 1: GENERAL GUIDELINES**

**ARTICLE 1.1 Introduction**

The Board of Education of the South Huntington Union Free School District is requesting proposals for: (1) Summer Home to School Transportation (including In and Out-of-District). The enclosed Specifications outline all the requirements and conditions for furnishing these services. Any aspects of the services not addressed by these Specifications are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposal rests. The contract will be awarded to the best proposer as determined by the District. It is appropriate to emphasize that the lowest cost proposer may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories presented below. The maximum point allowance for each category is indicated. Total possible points are 100.

	<b>Category</b>	<b>Weight</b>
1	Previous Experience of Contractor in School Transportation	10
2	Names of Previous Transportation Companies where the Contractor has been an Owner or Manager	5
3	Description of Safety Programs Implemented by the Contractor	10
4	Record of Accidents in Vehicles under the control of the Contractor	5
5	Driving History of Employees of the Contractor	5
6	Fleet Inspection Records, Model Year of each of the Vehicles under the Control of the Contractor	10
7	Maintenance Schedules of Vehicles under Control of the Contractor	10
8	Financial Analysis of the Contractor	15
9	Documentation of Compliance with Motor Vehicle Insurance Requirements	5
10	Total Cost of Proposal- Total Cost to Provide the Transportation Services under the Contract	25
TOTAL		100

*Points will be awarded as a percentage of all proposers*

**Total: 100**

Proposals with a score of less than "75" will not be considered for award by the District.

**Scoring Information:**

**SCORE**

**1. Previous experience in School Transportation**

*Maximum Score- 10 Points*

- Proposer’s previous experience in providing service to the District and other districts of comparable size will be rated. The level of the previous service will also be considered.

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**2. Name of each Transportation Company of which the Contract has been Owner/Manager**

*Maximum Score - 5 Points*

- The Proposer’s prior history with other transportation companies will be reviewed and rated.

\_\_\_\_\_

**3. Safety Programs implemented by the Contractor**

*Maximum Score - 10 Points*

- Description of Safety Program: The safety programs implemented by the Proposer and its adherence to all applicable federal, state and local rules and regulations concerning transportation safety will be reviewed and rated. The training programs, manuals, drug and alcohol testing and the frequency and quality of required courses will be considered. The District reserves the right to make a site visit and safety inspection of the Proposer’s maintenance facilities, all shop areas and staff facilities.

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**4. Accident History of Motor Vehicles under the control of the Contractor.**

*Maximum Score - 5 Points*

- Provide Record of accidents in Motor vehicles under the control of the Contractor including, but not limited to, loss runs for all compounds and subsidiaries. The number of accidents reported by the Proposer will be reviewed and rated. Accidents involving injury will be weighted more heavily than accidents involving only minor equipment damage.

\_\_\_\_\_

**5. Driving History of Employees of the Contractor**

*Maximum Score- 5 Points*

- Provide driving history of employees of the Contractor including DMV affidavits and NY State Roster for each drivers operating out of the locations nearest to South Huntington. The driving records, including but not limited to the employees 19A record, accident records and length of service of current employees and employees who were last employed during the last three (3) years.

\_\_\_\_\_

**6. Fleet Inspection Records, Model year of each of the Motor Vehicles under the Control of the Contractor**

*Maximum Score- 10 Points*

- Submit the vehicle lists, inspection records and model year of each of the motor vehicles currently owned and/or operated by the Proposer. Proposers with a newer fleet of vehicles (as evinced by model and year of the vehicles) will be given a higher rating than Proposers maintaining an older fleet. Proposers who do not have inspection violations will be rated higher than those with violations.

**7. Maintenance Schedules of Vehicle Under Control of the Contractor**

*Maximum Score - 10 Points*

- Provide New York State DOT business rating for all terminals. Provide separately New York State DOT business rating for all terminals and for the terminals from which vehicles will be supplied to provide the transportation services hereunder. The New York State DOT BUSNET ratings for the proposer for all terminals will be considered. In addition, the preventative maintenance program, the frequency of major repairs as it relates to the age of the equipment and the down time of vehicles will be considered.

**8. Financial Analysis of the Contractor**

*Maximum Score - 15 Points*

- Provide bond or certified check: Proof of bondability for performance bond. Responses for financial analysis of the Contractor, including consolidated financials for all companies and subsidiaries. The financial documents required to be submitted will be reviewed and evaluated in order to determine the financial strength of the Proposer.

**9. Compliance with Vehicle Insurance Requirements**

*Maximum Score - 5 Points*

- Letter on other information from insurance company guaranteeing appropriate coverages:

**10. Total Cost to Provide the Transportation Service under the Contract**

*Maximum Score - 25 Points*

**TOTAL SCORE**

**MAXIMUM TOTAL SCORE 100 POINTS**



The above-referenced scoring of the criteria will be used for the Summer Home to School including In and Out-of-District Transportation contract for the term of the contract awarded under this Request for Proposals for transportation. In the best interest of the School District, the Board of Education reserves the right to award the transportation contracts for a period of one (1) year in accordance with applicable law and subject to and conditioned upon the approval of the South Huntington Union Free School District voters.

#### ARTICLE 1.2: Rejection of Proposals

The District reserves the right to reject any and all proposals upon its sole discretion. Responsible proposers who meet the District's criteria are requested to submit sealed proposal(s) for the transportation services requested. The listed factors will be considered in any award of contract and all work will be performed under the statutes and regulations of the State of New York, the New York State Department of Education and the District policies and regulations that relate to school bus transportation and school bus drivers.

#### ARTICLE 1.3: Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.3.1: Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony, and upon conviction, such persons shall be punished to the full extent of the law.

1.3.2: Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the District, shall be deemed guilty of a felony, and upon conviction, such persons shall be punished to the full extent of the law.

#### ARTICLE 1.4: Definitions

1.4.1: Addenda: Written or graphic instruments issued by the District prior to the execution of the contract which modify or interpret the Specification documents by addition, deletions, clarifications or corrections.

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

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

1.4.4: Proposer: One who submits a proposal for the contract with the District for the work described in the Specifications.

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

1.4.6: Route Time Calculations: Time will be calculated from when the first child boards a bus until the last child exits the bus at the last school on an AM route, from the time the first child boards the bus and the last child exits the bus on a noon time route, or from the time the first child boards the bus at a school site until the last child exits the bus the end of the route. The District reserves its right, in its sole discretion, to determine the vehicle type and number of hours required for each vehicle and/or route. The District further reserves the right to combine any and all routes (ex. morning, noon and/or afternoon) for purposes of determining the vehicle/hour, type, route/bus.

1.4.7: All definitions set forth in the general conditions of the contract for services or in the other contract documents are applicable to the proposing documents.

## ARTICLE 2.1: INVITATION

Three copies of the proposer's sealed proposal for the student transportation services will be required by the Office for Business and District Operations, 60 Weston Street, Huntington Station, New York 11746, in the manner and on the date hereinafter specified for the furnishing of all drivers, bus attendants, equipment, services, buses and related vehicles required or necessary to provide contract transportation service to the South Huntington Union Free School District for the 2022-2023 school year and any authorized and approved extension for its Summer Transportation (including In and Out-of-District).

## ARTICLE 2.2: Current Project Description

**2.2.1 Summer Transportation.** For purposes of calculating the annual cost of the proposal for Summer Transportation, the following projected fleet configuration will be used as set forth in the Proposal Form. It is anticipated that this contract will begin on *July 1, 2022*. Proposers must be ready and able to commence service on July 1, 2022. All proposals shall include the costs for the necessary buses, drivers, and bus attendants/monitors to provide approximately:

Vehicle Type	Hours of Operation	Estimated Number
66 Passenger Bus Air Conditioning Preferred	4 Hours	9
66 Passenger Bus Air Conditioning Preferred	7 Hours	6
66 Passenger Bus Air Conditioning Preferred	8 Hours	1
28-30 Passenger Van Air Conditioned	4 Hours	23
1-2 Position, Forward Facing Wheelchair Van Air Conditioned	4 Hours	3

Vehicle Type	Hours of Operation	Estimated Number
3 Position, Forward Facing Wheelchair Van Air Conditioned	4 Hours	3
Driver Assistants	4 Hours	30

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

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

ARTICLE 2.3: Program Growth

The District reserves the right to increase or decrease the number of vehicles over the life of the contract, due to an increase or decrease in schools serviced, change in the schools serviced, student population, change in schools hours, or any other demographic change, and/or at the sole discretion of the District in its best interest. The cost of the added vehicles, if needed, will be at the per diem per vehicle cost approved in the contract. The successful proposer may suggest a viable alternative to increased bus service; however, the District retains the right to make the final determination as to the course of action to follow. See Article 15 for additional information/requirements relative to additions and deletions.

ARTICLE 2.4: Time and Date of Deadline

Proposals will be received until 11:00 a.m. on June 10, 2022. All proposals must be received by the time and date designated in this document and none will be considered thereafter. The District will not assume the responsibility for any delay as a result of the failure of the mails to deliver proposals on time. Proposers shall be solely responsible for the timely submission and receipt of their proposal(s).

ARTICLE 2.5: Proposal Availability

Proposals will not be open to the public nor disclosed to unauthorized persons prior to award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential information, which is designated as such in a proposal, unless the same may be otherwise disclosed under applicable laws, rules or regulations.

ARTICLE 2.6: Mailing Address

Proposals must be mailed or delivered to 60 Weston Street, Huntington Station, New York 11746, in an envelope clearly marked "Pupil Transportation Proposal - Do Not Open Until June 10, 2022 at 11:00 a.m."

## ARTICLE 2.7: Specification Availability

Proposers may receive copies of the Specifications at the address and location above between 9:00 a.m. and 3:30 p.m., Monday through Friday, excluding holidays, prior to the time and date specified for the receipt of said proposals.

## **ARTICLE 3: BONDING AND PROPOSAL SECURITY**

### ARTICLE 3.1: Proposal Bond

Each proposer will be required to furnish, at its own cost and expense, a proposal bond meeting the same requirements of the performance bond set forth herein or a certified check made payable to the Board of Education of South Huntington Union Free School District in the amount of ten percent (10%) of each of the following transportation service contracts: (1) Summer Transportation. The proposal bond or certified check will be returned to the successful Contractor(s) after the District and the Contractor(s) have executed the contract, provided a performance bond is in effect. **In the event a proposal bond or certified check is not submitted with the proposal, the proposal will not be considered.**

### ARTICLE 3.2: Requirement of Performance Bond

Each Contractor must submit with its proposal for each contract a written certification from its bonding company that said bonding company shall, if said Contractor is awarded this transportation contract, be prepared to make, execute, and deliver to the District a valid performance bond bonding said Contractor in their performance of this transportation contract, in a sum equal to the full amount of its contract for the entire length of performance of the contract. In the event the required proof of performance bond is not submitted with the proposal, the proposal will not be considered. If awarded the contract pursuant to its proposal, the successful Contractor, to qualify, will be required to make, execute, and deliver such performance bond issued by a bonding company duly licensed to do business in the State of New York and approved by the District's attorney, to the District's representative within five (5) days after the Board of Education's resolution awarding the contract or prior commencement of transportation, whichever shall occur first.

Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The surety company must have an A.M. Best's Insurance Guide Current Policyholder's rating of at least an "A++VI, A+VII, A VII, or A-VII". For any renewal term, the performance bond shall be furnished to the District at least thirty (30) days before the 1st of September, for each year of service. Failure to meet this requirement on an annual basis may result in termination of the Contract at the sole discretion of the District. However, proof of bondability must be submitted with the proposal. The Contractor shall be solely responsible for paying the premium on this bond.

### ARTICLE 3.4: Format of Bond

Unless otherwise specified, the bonds shall be written in a form acceptable to the District.

## **ARTICLE 4: CONTRACT**

### ARTICLE 4.1: Period of Contract

The period of the contracts awarded hereunder shall commence for the fiscal year commencing on July 1, 2022. At the discretion of the Board of Education, after the one (1) year contract period, the contract(s) may be extended for an additional one (1) year, three (3) years or five (5) years in accordance with applicable law, rules and regulations at a rate to be determined by the District and the Contractor, but is not to exceed the previous year's contract price plus the approved Consumer Price Index (CPI) as published by the State Education Department in accordance with all laws, rules and regulations, unless said, laws, rules or regulations relative to contract extensions are modified during the term of this contract.

### ARTICLE 4.2: Award of Contract

4.2.1: The issuance of an award(s) of the contract is contingent upon securing an acceptable proposal within the District's discretion and approval of the contract by the Commissioner of the New York State Department of Education, hereinafter referred to as "Commissioner".

4.2.2: The contract(s) entered into will be evidenced and finalized upon the execution by the District and approval of the Commissioner.

4.2.3: Unless otherwise provided in the Specifications, the contract will be initiated between the District and the successful proposer(s).

4.2.4: Neither the contract nor any interest therein or payments to be made thereunder shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the Board of Education of the South Huntington Union Free School District.

4.2.5: After the contract is awarded, the Board of Education and/or administration reserves the right to add or delete buses from the number originally needed for the contract. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined by the applicable prices as set forth in the Proposal forms. The District shall not be liable for any extra services or increased compensation unless authorized by the District's written order.

4.2.6 Cooperative Transportation: Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. The Contractor is not permitted to undertake the transportation of pupils for other districts, schools or individuals in conjunction with the Contract(s) herein.

## **ARTICLE 5: PROPOSALS**

### ARTICLE 5.1: Right to Reject or Award

The District reserves the right to reject any and all proposals and to waive all informalities and/or technicalities where the best interests of the District may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services. The Board of Education further reserves the right to reject any or all proposals, accept parts of

proposals or to re-advertise and invite new proposals as is in the best interest of the District, as determined by the Board of Education in its sole discretion.

#### ARTICLE 5.2: Prices

5.2.1: All prices quoted by proposers must be firm prices for a period of forty-five (45) days to allow acceptance by the District. If awarded the contract, the prices will remain firm during the time period indicated.

5.2.2: All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

#### ARTICLE 5.3: Proposal Documents

5.3.1: Proposers and others may obtain Specifications in the manner stated in the advertisement.

5.3.2: Complete sets of Specifications shall be used in the preparation of individual proposals. The District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications.

5.3.3: The District, in making copies of the Specifications available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

#### ARTICLE 5.4:

5.4.1: The Proposer shall submit one (1) original and five (5) copies of the proposal, addressing all areas required by this Specifications.

5.4.2: The Proposer shall furnish all supporting data. Failure to address all segments of the Specifications may result in rejection of the proposal at the District's discretion.

5.4.3: The Proposer may make additional stipulations or qualify his proposal in any other manner. However, the District will consider stipulations/qualifications of said proposer at its sole discretion.

5.4.4: The proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or District resolution attached certifying agent's authority to bind the proposer in contract.

5.4.5: Proposers may submit innovative cost-effective programs that it believes will provide material savings to the District. The District reserves the right to utilize such programs regardless of whether the proposer submitting the program is awarded a transportation contract as a result of this Request for Proposals.

#### ARTICLE 5.5: Intent to Propose

5.5.1: A request for the Specifications and supporting documents shall be considered as intent of the firm that it intends to submit a proposal. In the event the firm elects not to submit a proposal, it is requested that notification of such fact be furnished to the District on or before two (2) days prior to the closing date for receipt of proposals.

#### ARTICLE 5.6: Submission of Proposals

5.6.1: The proposal, the proposal security, and any supporting documents and/or information required to be submitted with the proposal shall be enclosed in the same envelope.

5.6.2: **The cost proposals shall be completed in their entirety and included in the sealed envelope.**

5.6.3: The envelope containing the proposal and cost proposal shall be addressed to the party receiving the proposals and shall be identified with the proposer's name and address, proposal opening date, and hour. All proposals shall be clearly marked "**Pupil Transportation Proposal - Do Not Open Until June 10, 2022 at 11:00 a.m.**"

5.6.4: Proposals shall be deposited at the designated location prior to the time and date for receipt of proposals or any extension thereof made by addendum.

5.6.5: Proposals received after the closing time and date for receipt of proposals **will be returned unopened to the proposers and will not be considered.**

5.6.6: Proposers shall assume full responsibility for timely delivery at location designated for receipt of proposals.

5.6.7: Oral, telephonic or telegraphic proposals will not be accepted and will not receive consideration.

#### ARTICLE 5.7: Authentication of Proposal and Affidavit of Non-Collusion and Non-Conflict of Interest

Authentication of proposal, affidavit of non-collusion and non-conflict of interest forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

#### ARTICLE 5.8: Proposer's Representative

Each Proposer by making his/her proposal represents that:

5.8.1: He/she has read and understands the Specification documents and his/her proposal is made in accordance therewith.

5.8.2: He/she has visited the District and has familiarized himself/herself with the local conditions under which the work is to be performed.

5.8.3 He/she has visited the District and has familiarized himself/herself with the current transportation routes and requirements of the requested transportation services.

5.8.4: His/her price proposal is based upon personnel and equipment described in the Specifications and in accordance with all Specification conditions and terms without exception.

#### ARTICLE 5.9: Qualifications of Proposers

5.9.1: Each Proposer shall submit as part of the proposal a statement of Proposer qualifications. The District shall have the right to take such steps, as it deems necessary to determine the ability of the Proposer to perform the work in a prompt and efficient manner as per the Specifications.

5.9.2: In determining the qualifications and responsibilities of the Proposer, the District shall take into consideration those criteria listed in Section 1.1.

5.9.3: The District reserves the right to reject any proposal where an investigation and evaluation of the proposer's qualifications would give doubt that the proposer could perform prompt and efficient completion of the work per the Specifications.

#### ARTICLE 5.10: Discussion of Proposals

5.10.1: Proposals categorized as unacceptable may be returned to the Proposer and said Proposer will not be allowed to submit supplemental information amending the proposal.

5.10.2: The District reserves the right to conference with any or all Proposers and to make any investigation necessary in furtherance of its evaluation of the Proposer or its proposal.

5.10.3: A committee designated by the Deputy Superintendent will review and evaluate the proposals.

### **ARTICLE 6: PROPOSAL CONSIDERATION**

#### ARTICLE 6.1: Rejection of Proposals and Waiver of Technicalities or Informalities

6.1.1: The District reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals.

6.1.2: Grounds for rejection of proposals may include, but shall not be limited to:

- a. Failure of a proposal to conform to the essential requirements of the Specifications.
- b. Failure of a proposal to conform to the Specifications contained or referenced in the Specifications.
- c. Failure of a proposal to conform to the delivery or completion established in the Specifications.



- d. Submission of a proposal that imposes conditions that would modify the terms and conditions of the Specifications, or limit the proposer's liability to the District on the contract awarded on the basis of such proposal.
- e. Submission of a proposal determined by the District to be unreasonable as to price.
- f. Submission of a proposal determined not to be from a responsible proposer.
- g. Failure of a Proposal to provide guarantees where required in the Specifications.

6.1.3: Technicalities or minor irregularities in proposals which may be waived when the District determines that it will be in the District's best interest to do so, are matters of form not affecting the material substance of a proposal or are an immaterial deviation from, or variation in, the precise requirements of the Specifications and having no, or having a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of, or be otherwise prejudicial to other proposers. The District may either give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his/her proposal, or waive such deficiency where it is advantageous to the District to do so.

6.1.4 The proposer's representative shall be qualified to answer and give administrative and technical clarification relative to the proposal.

#### ARTICLE 6.2: Interpretation or Correction of Proposals

6.2.1: Proposers shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the Specifications or of the local conditions.

6.2.2: Proposers desiring clarification or interpretation of the Specifications shall make a written request to the District as set forth in these Specifications at Article 6.4.5.

6.2.3: Any interpretation of, or correction, or change to the Specifications will be made by addendum and, issued by the District pursuant to Article 6.4.5. Interpretations of, or corrections, or changes to the Specifications made in any other manner will not be binding and Proposers shall not rely upon such interpretations, corrections and changes.

#### ARTICLE 6.3: Modification or Withdrawal of Proposal

6.3.1: A proposal may not be modified, withdrawn or canceled by the proposer following the time and date designated for the receipt of proposals, unless otherwise permitted by law.

6.3.2: Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer or by telegram and must be received by the District prior to the official closing time and date for receipt of proposals.

6.3.3: Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

6.3.4: Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to proposers.

#### ARTICLE 6.4: Addenda

6.4.1: Addenda will be mailed or delivered to all who are known by the District to have requested and been furnished with the Specifications.

6.4.2: Copies of addenda will be made available for inspection wherever Specifications are on file for that purpose.

6.4.3: No addenda will be issued later than three (3) days prior to the date for receipt of proposals.

6.4.4: Each proposer shall ascertain prior to submitting his/her proposal that he/she has received all addenda issued and shall be fully responsible for the receipt of all addenda.

6.4.5: Any and all questions, clarifications or inquiries concerning this request for proposals for transportation services must be submitted in writing to the attention of Deputy Superintendent. Such questions, clarifications or inquiries may be e-mailed to jcentamore@shufsd.org. Responses shall be sent to all prospective proposers by addenda. Questions regarding this Request for Proposals will be accepted by the Deputy Superintendent until June 6, 2022 at 4:00 p.m. and answers to all questions will be distributed in the form of an addendum to all potential proposers by June 7, 2022.

### **ARTICLE 7: PRICING, ROUTES AND ROUTE SCHEDULING**

#### ARTICLE 7.1: Pricing

7.1.1: The proposer shall submit with his/her proposal the per vehicle cost figure for the estimated transportation needs of the District as set forth in *Article 2.2: Current Project Description* and the Proposal form for each of the transportation contracts requested herein. Such figures must be accompanied by detailed support of the calculations satisfactory to the District.

7.1.2: The price shall include all necessary labor, materials, equipment, vehicles, supplies, overhead and profit, and all other related costs. All proposers must submit and complete proposal form for the cost for the Summer Transportation Contract with the District providing fuel as provided for herein. **Each proposal shall be completed in its entirety. Pricing must be provided for all vehicles listed on the Proposal Forms.**

7.1.3: The cost figure shall include all routes as provided and shall be submitted as set forth in the forms of proposal herein for the summer transportation contract. There will be no additional charge for early dismissals or exam schedules at any school serviced by the successful proposer.

7.1.4: The current routes of the District are available at the District's Administrative Office for review. A copy of the stops for the Summer Transportation program is available in the Business

Office and may be requested via email as a courtesy to the proposers. Notwithstanding, the Proposers are responsible to obtain and review all information necessary for the preparations of its proposal. The current routes may be changed at the sole discretion and option of the South Huntington Union Free School District. Changes shall be implemented no sooner than forty-eight (48) hours after such notification.

7.1.5: Whenever the bus/van requirement is increased to the degree that readjustment of existing routes and schedules do not permit transportation without overcrowding, or whenever the District changes its policy in regard to those who may be provided transportation, the successful proposer shall provide additional buses/vans and/or additional seating space for additional children as required. These additional buses/vans and/or seating spaces shall be furnished at the same price per vehicle per year as the base price per vehicle, pro-rated for the unexpired days in the school year. The school year is assumed to consist of 180 days for the purpose of this computation. Likewise, changes in the District's needs, including, but not limited to, opening of a new school building, a change in District policy or any other reason may increase or decrease the number of buses/vans used in the contract. The official school calendar of the school to which transportation is furnished will be used to determine the necessary days of service and/or the adding on or discontinuing of a pupil (or pupils) for service. Service shall begin in August or September and end in June as determined by the official school calendar of the school(s) to which transportation service(s) are supplied unless otherwise specified.

For the summer session, when the bus/van requirement is increased to the degree that readjustment of existing routes and schedules do not permit transportation without overcrowding, or whenever the District changes its policy in regard to those who may be provided transportation, the successful proposer shall provide additional buses/vans and/or additional seating space for additional children as required. These additional buses and/or seating spaces shall be furnished at the same price per vehicle per day as set forth in the contract, pro-rated for the unexpired days in the summer session. Likewise, changes in the District's needs, including, but not limited to, opening of a new school building, a change in District policy or any other reason may increase or decrease the number of buses/vans used in the contract. The official school calendar of the school to which transportation is furnished will be used to determine the necessary days of service and/or the adding on or discontinuing of a pupil (or pupils) for service. Service shall begin in July and end in August as determined by the official school calendar of the school(s) to which transportation service(s) are supplied unless otherwise specified. Notwithstanding, the Summer Transportation contract shall be performed in accordance with the summer program locations and calendars. Under all circumstances, payment shall be made for transportation actually provided to the District during the school year or summer, as such payment may be adjusted in accordance with the terms set forth in these specifications. No payments shall be made for days when transportation has not been provided to the District regardless of the reason.

7.1.6: Route Mileage: The successful proposer will supply a complete set of mileage documents to the nearest tenth of a mile and student counts for all routes. This information will be supplied to the District within thirty (30) days of commencement of service and thereafter, and prior to August 17<sup>th</sup> of each renewal year of the agreement. **The Contractor shall assist the District with the routing of the transportation contract requested herein.**

## Article 7.2: School Year and Routes

7.2.1 The number of days for which transportation should be required will not exceed thirty (30) days for the Summer transportation contract, and, in any case, will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. 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. All services shall be provided in strict accord with the calendars for each of the respective school programs. Contractor understands and agrees that days of service are subject to change for any reason including, but not limited to, "Acts of God," emergencies, epidemics, terrorism, or government action or order.

7.2.2: It is understood that on those days that public schools are closed and the non-public schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools at no additional cost to the District.

7.2.3: On snow days, or days when there are icy roads or other inclement weather, or other days when transportation is doubtful, only the Superintendent of Schools or his/her designee has the right and duty to determine if there will be school. The Contractor will hold vehicles and drivers until such time that it is notified by the Superintendent or his/her designee that there will be no transportation of pupils for the particular day involved.

7.2.4: The Superintendent of Schools is responsible for determining the closing or delayed opening of schools due to emergency conditions. Every effort will be made to share this decision with the Contractor prior to the time of dispatching buses.

7.2.5: The Contractor will be required to consult with the Superintendent of Schools or her/his designee, during times of inclement weather, about road conditions and the potential of delaying or closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early on any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations within the District be more than one (1) hour after notification is given to the Contractor by the District.

7.2.6: On half days, during exam periods, and other days when regular daily transportation schedule is not followed, the Contractor agrees to provide the necessary and required transportation for such days as it does for each regular school day. Contractor is obligated to follow revised time schedule. The Contractor is further responsible for obtaining and following all calendars for in and out of district private, parochial and special needs locations. **There shall be no charge for midday trips and schedule changes during exam weeks or early dismissals.**

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

- a. District-wide midday dismissals when required.
- b. Early dismissals as per calendars provided by the District. Late activity dismissals as per published schedules.

- c. Comparable transportation from BOCES and all non-public schools covered by this Contract on days when the District has other than regular dismissals.
- d. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- e. Comparable transportation for non-public schools on days when public schools are closed for any reason.
- f. Dismissal as required during examination days/weeks in the high school.
- g. Dismissal as required during examination days/weeks at the middle and elementary schools of the School District, as well as any and all non-public schools to which transportation is provided under the Contract.

### Article 7.3: Routes and Route Scheduling

7.3.1: Route scheduling will be performed and established by the District with the assistance of the Contractor. The District currently uses Transfinder routing software to calculate route times. No route changes are to be made by the Contractor without the written permission of the District Transportation Representative. The District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charge. *Routes and times may be adjusted based on actual needs of the District as determined by the District Administrative Office.*

7.3.2: Route descriptions are available for review at the District's Administrative Office. These schedules and routes may be modified at the sole discretion of the District.

7.3.3: The Contractor agrees to cooperate with the District in revising the trips and routes specified herein to improve service, operating efficiencies or economy. Any proposed modifications to the District's routes shall be submitted in writing by the Contractor to the District Transportation Representative for its determination, which determination shall be final. All routes shall be designed consistent with Board Policy and shall be designed to maximize efficiency and minimize costs to the District.

7.3.4: If there is any question about route mileage or route timing as stated in the Specifications, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of its Proposal and consider any inconsistencies in its Proposal. No adjustments will be made in the Contract price.

7.3.5: At a time established by the District and within one (1) week prior to the first day of service under the Contract, each regular driver will make at least two (2) trial a.m. and p.m. runs to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the Contractor shall advise the District of the same in writing. Contractor must provide written verification of this trial run process to the District no later than fourteen (14) days after the commencement of service and in any renewal period, no later than July 1<sup>st</sup> for summer transportation or September 1<sup>st</sup> for the regular school year of each extension/renewal year. Trial runs must be operated during the typical AM and PM times in order to replicate common traffic issues and related times. The cost of providing these mandated trial runs shall be at no additional charge to the District and no billing for these runs shall occur.

7.3.6: No routes are to be doubled by the Contractor. All routes shall have the same driver both morning and afternoon unless the District's Transportation Representative approves a change. The Contractor will provide a schematic indicating the assigned driver's name and bus number prior to the start of school each year, and updated whenever permanent driver changes are made.

7.3.7: The District practice is NOT to schedule vehicles to traverse, cross, or go over railroad tracks or crossings, in the provision of student transportation. In the event there is no alternative to crossing a railroad track, the scheduling of such crossing must first be approved in advance by the District in writing.

7.3.8: Children shall be delivered to their respective school, and buses shall arrive at their respective school for dismissal at the times set forth by the District.

7.3.9: Each bus used under this Contract will display the proper route designation when on scheduled runs or trips. The route designations will be securely attached to vehicles in locations approved by the District's Deputy Superintendent.

## **ARTICLE 8: EQUIPMENT AND PERSONNEL**

### ARTICLE 8.1: Bus Listing

Each proposer shall submit with its proposal for transportation services:

8.1.1: Equipment Ownership: Proof of ownership, or financing and ability to deliver the required number of school buses under these Specifications (including spare buses) must be provided. A complete vehicle listing with age and model must also be provided. A physical inspection of all equipment and resumes of key personnel will be part of this evaluation. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and availability must be enclosed with the Proposal. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Proposal. Fleet description, inspection records and results for vehicles assigned for use in connection with the within contract(s) and all vehicles housed at the location facility from which the contract(s) will be serviced are to be included in the Proposal.

8.1.2: Technical Plan: A technical plan with specific dates must be provided to track the events that will lead up to the first day of service under this contract. Such dates should include delivery of equipment, hiring of staff and drivers, completion of routing information, etc.

8.1.3: Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.

8.1.4: Facilities: A detailed description of all terminals and maintenance facilities must be submitted. This should include location, square footage, age, condition and a list of other equipment or resources available to better serve the District. Photographs may be included.

8.1.4.1: It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this Contract. Vehicles shall be parked and stored at the Contractor's location. Each Contractor shall provide the exact location of its bus storage and maintenance facility that will be utilized to repair/maintain

said vehicles. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. If the facility is not currently in the possession of the Contractor, documentation must be provided to demonstrate the availability of the location to meet the needs of this Contract. The suitability of the facility is subject to the approval of the District, local and State codes and regulations, and the New York State Department of Transportation.

8.1.4.2: The facility or facilities must be located within a reasonable distance and time (twenty (20) minutes) so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to identify the location or to provide an unreasonable location will be a basis for rejection of the proposal by the District. The Contractor must provide bus parking at a reasonable location. If that location is not at the repair and maintenance facility, the proposal must identify the parking location. The District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. The District may require bus/van parking, storage, maintenance and/or repair on a Facility of its choice during the Contract period.

8.1.5: NYS DOT Records: A current report from the NYSDOT Busnet computer database must be submitted for the previous three (3) years. If this information is not available, please explain. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

8.1.6: The successful proposer must submit a statement prior to first date of service from the New York State Department of Transportation that the proposer complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract and any extension thereof, including, but not limited, to the maintenance Sections 720.21 and 721 of the New York State Department of Transportation Rules.

8.1.7: Vehicles/Equipment. It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities, to adequately meet the needs of the District. All vehicles will have valid New York Department of Transportation operating certificate and be maintained in safe and suitable condition for operation. The buses to be used in this Contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. For the purpose of determining the cost proposal and the penal sum of the performance bond, the District will use the current transportation profiles as outlined in these Specifications and calculate the annual cost as set forth in the proposal Forms.

8.1.8: It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract. Although routing demands and needs can change each year, the within specifications contain projection of the route vehicles required for the 2022-2023 school year start-up. This projection is based upon the District's current vehicle requirements, and may change due to program demands. The Contractor(s) is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles consistent with these specifications.

8.1.9: In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least ten (10%) percent of the total fleet as spare vehicles located at a location sited to

insure that the spare vehicle can respond to an in-District vehicle need within twenty (20) minutes.

8.1.10: There shall be no buses used in the performance of this Contract over ten (10) years old, and the average age of the route buses must not exceed seven (7) years. Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2015 model year bus would be considered seven (7) years old for the 2022-2023 school year. The average fleet age calculation will be performed at the beginning of each school year unless the School District determines that the Contractor removed "newer" vehicles during the school year once the average age calculation was performed. Should a violation of this provision occur, the School District reserves the right to terminate the Contract pursuant to the termination procedures as detailed herein.

8.1.11: Buses shall include the following features:

- Seat belts on all vehicles.
- High back padded seats.
- Flashing stop arms.
- **Two-way radios which are business band sufficient to reach all vehicles in service pursuant to the within transportation specifications. Said radios must be operable at all times and capable of communicating with the dispatch station at all times.** The Contract shall provide the School District with two (2) handheld radios for its use. All buses or other vehicles shall be equipped with two-way radios at the sole expense of the Contractor. Cell phones shall not be used while the bus is in motion, including hands-free service. CB units are not acceptable. Compliance with this section of the specification must be demonstrated within (5) days of Contract award. Base stations must be able to reach all parts of the District.
- All vehicles that transport children with special needs, and that travel outside of the radio coverage area, shall be equipped with cellular telephones at no additional cost to the District. These cellular phones shall be operated consistent with State laws.
- When equipment is needed for the transport of specific students, including, car seats, safety vests harnesses, wheelchair tie downs, etc., they shall be provided by the Contractor at the Contractor's sole cost and expense.
- All wheelchair equipped vehicles utilized must be air conditioned.
- All buses used in performance of this Contract must be equipped with Child Check Mate No Child Left Behind systems, or demonstrated equivalent automated systems to be certain no children are left sleeping on any bus or van. Approval of alternative equipment is the sole responsibility of the District.
- Video Camera Equipment: a digital video and sound recording system must be installed in all vehicles.
  - At least five (5) digital video and sound recording pieces of equipment are to be on all thirty (30) passenger buses or larger, and there are to be four (4) digital video and sound recording pieces of equipment on 16 to 28 passenger vans and wheelchair vans (the mid and rear video and sound recording equipment may be eliminated). All proposals must include specification and other information which provides a description and technical specifications for the video and sound recording equipment it



will provide. Specifications and location for video and sound recording equipment shall be at a minimum as follows:

- Front to Rear: Integrated Dome Day/Night color camera, audio, 1080p 6mm lens and harness.
  - Mid to Rear: Integrated Dome Day/Night color camera, audio, 1080p 3.6mm lens and harness.
  - Driver Stepwell: Integrated Dome Day/Night color camera, audio, 1080p 2.9mm lens and harness.
  - Rear to Front: Integrated Dome Day/Night color camera, audio, 1080p 2.9 mm lens and harness.
  - Front Windshield: HD 1280x720 pixels, progressive scan color camera, 1080p 2.5mm lens size, exterior (no audio) and harness (for forward facing applications).
  - The system shall have the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 1TB. The equipment must be able to record at a minimum of 30 FPS on all channels simultaneously. Recording time at 1TB/30 FPS must have at least 30 day storage capability. The video and sound recording system must be compatible and be able to integrate with standard GPS technology to allow for synchronization with vehicle location and must be able to be upgraded to live watch remote viewing in real time. The decision on whether or not the system is compatible will rest with the School District.
  - The digital video and sound recording equipment will be installed at the Contractor's expense. Equipment will be monitored, and kept in working order at the Contractors Expense.
- The Contractor must have video viewing equipment and secured tape storage facility at its terminal. The Contractor shall also make available software and any hardware/equipment/reader for viewing, playback, and event searching by all approved District personnel. District personnel will include one (1) video viewing device (software and hardware) for the District's Terminal Manager, and two (2) video viewing devices (software and hardware) at its requested location within the District. The Contractor must have and maintain, at a minimum, one (1) spare hard drive (1TB) and two (2) spare hard drives for the out-of-district transportation program.
  - In addition, the Contractor must have at least two (2) spare 16-30 passenger vans for the out-of-district transportation program and at least one (1) spare 66 passenger bus for the in-District transportation program equipped with video and sound recording equipment, and these vehicles will be used before vehicles that do not contain this equipment.
  - GPS: GPS must be installed in all vehicles. Specifications and location for the GPS shall be as follows:
    - GPS must have the ability to directly interact with multiple GPS satellites, track each vehicle at all times within a 50' radius of the vehicle's absolute location.

- System must be capable of handling all current district buses and allowing for growth.
  - The software license should cover an unlimited number of users, controlled by the by to the District.
  - The District shall own all hardware and accumulated data.
  - The GPS hardware should be programmable based on the District's needs. The users should be allowed to perform these modifications through an interface provided by the GPS tracking software.
  - The system must easily communicate with and transmit data from Onboard Diagnostics.
  - The hardware must target a zero-loss system by storing all data until there is verification that the data have been received. The hardware will not erase any data unless there is confirmation that the data have been correctly transmitted.
  - The hardware must promote zero-loss data capture by being capable of store and forward technology. It must be capable of storing at least 30,000 logs (about 3 weeks of school bus data) per device if circumstances prevent transmission of the data for whatever reason. These logs must then be transmitted automatically when correct communication is established.
  - The hardware must be capable of real time uploading data based on events, exceptions, and activities as well as timed uploads. The hardware should manage the decisions for uploading depending on the importance of the data waiting for transfer.
  - The data must be either hosted on the vendor's or the District's server;
  - Hosted data must be stored in a secure environment.
  - System must display vehicle location on an electronic map.
  - The system must provide for sufficient communication of vehicle location (and other transmitted data) to provide near real-time location of the vehicles.
  - Complete system operation manuals shall be provided which includes details of all system features and functions.
  - The Contractor will supply support for hardware issues and must submit a plan for support with its proposal.
  - The Contractor must supply both phone and web-based interactive support for the software, as needed.
  - The system must be able to compare the scheduled pickup time for a particular student against the current day's or any historical day's record of pickups.
  - The system must be capable of comparing the current GPS-reported vehicle path to that which the user's routing software planned for that vehicle.
- In addition, the Contractor must have at least two (2) spare 16-30 passenger vans for the out-of-district transportation program and at least one (1) spare 66 passenger bus for the in-District transportation program equipped with GPS equipment, and these vehicles will be used before vehicles that do not contain this equipment.

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

8.1.13: Fuel Clause: It is the District's intention to request proposals for Summer transportation with the District supplying fuel to be used in the performance of this portion of the contract. With respect thereto, the following shall apply: The School District will supply fuel for route mileage only (SED definition - Miles traveled by a bus on a highway or highways used to take the pupil passengers to and from school). All buses are to be ultra-low sulfur diesel fueled. Vans may be fueled with gasoline. Fuel will be provided for route mileage only for large buses at a rate of eight (8) miles per gallon, for 30 passenger vans at a rate of ten (10) miles per gallon, and for 28, 22 and 16 passenger vans at a rate of twelve (12) miles per gallon. **Under no circumstance, shall the District be responsible for deadhead mileage. Deadhead mileage includes the distance traveled to and from the Contractor's facilities.** The District will provide fuel to the Contractor for the term of the Contract. The Contractor shall maintain at least an 8,500 gallon diesel fuel storage tank to store fuel provided by the District for the performance of this Contract. Contractors must provide signed receipts of delivery to the Transportation Office as soon as the fuel is received. The Contractor will maintain adequate records as to the fuel used on a monthly basis and submit to the District a monthly statement signed by an authorized representative of the company showing the total number of gallons used. The Board of Education reserves the right on demand to see the records of the Contractor which shall show a total mileage traveled by buses/vehicles under this contract and the total number of gallons used therefore. **The live miles shall be established by the District within the first month of service and during August of each renewal year for purposes of calculating the fuel allowance. The Contractor shall maintain the fuel storage tank and bear all responsibility and liability therefor. The Contractor shall hold the District harmless from any and all damages, claims, expenses, judgments, suits, and the like arising out of or related to the fuel storage tank including but not limited to its use and maintenance.**

#### ARTICLE 8.2: Drivers and Attendants

8.2.0: School transportation vehicles must be operated at all times by capable and competent personnel. A complete list of all regular and substitute drivers is to be submitted by the Contractor upon award and no later June 15<sup>th</sup> of each renewal summer term during the life of the Contract, together with a list of each driver's driving record, including accidents. Each proposed regular or substitute school bus driver and attendants must be twenty-one (21) years of age or older.

8.2.1: Each regular or substitute bus driver and driver attendant must have fingerprinting clearance as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law. The cost of said fingerprinting shall be borne by the Contractor.

8.2.2: Drivers. The driver work force shall be maintained at a level large enough to support the daily operational needs, with spare drivers in sufficient numbers to handle any emergency situation and cover all trips, including but not limited to, field and athletic trips.

8.2.3: Driver's Assistants. Each vehicle utilized in performing services for any handicap/special needs children may have a driver assistant in addition to the driver; that driver's assistant may be an employee of the Contractor or the District at the discretion of the Board of Education. Each such employee shall be fully capable of lifting and seating pupils when required. The driver

assistants must assist the bus driver with maintain proper student conduct on the bus or vehicle. The driver assistants must prevent students from: entering or exiting the vehicle when the vehicle is in motion, placing their heads, limbs or objects outside of the vehicle, or embarking or disembarking the vehicle without required assistance or crossing the street without required assistance. Driver assistants must maintain proper supervision of the students on the vehicle, remain onboard the bus except when required to render assistance to a student entering or exiting the vehicle or crossing the street, check the vehicle to ensure that no student is left behind unattended on board the vehicle at the end of the route. In addition, driver assistants must comply with any behavioral plan or other educational plan put in place by the School District. Driver assistants are required at all times to refrain from eating, drinking, smoking or using other tobacco, electronic cigarette or vaping products while on board the vehicle or on school grounds. At all times, the driver assistants shall not engage in any activity or conduct that would jeopardize the safe operation of the vehicle or the wellbeing of the students. The District reserves the right to assign School District employees as driver assistants to any route in its sole discretion.

8.2.4: Substitute Drivers: In the event that a substitute driver is utilized, the District must be immediately notified. A substitute driver must be provided from the list submitted as set forth in paragraph 8.2.0 hereinabove. Substitute drivers must meet all of the requirements herein and shall be fully familiar with the driving area and routes of the District.

**8.2.5: Each driver, monitor/attendant must be able to communicate both verbally and in writing, as necessary, in English with no exception.**

8.2.6: It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to notify the Deputy Superintendent of all accidents and all other unusual situations. These instances shall be brought to the District's attention immediately.

8.2.7: The proposer must supply properly certified, qualified New York State school bus drivers and driver attendants/monitors. The payment of tuition for bus driver training school to certify and to qualify bus drivers will be at the expense of the proposer.

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

8.2.9: It is understood that the Contractor will maintain reasonable precautions to see that the Contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the Contractor that any employee has been, or is reputed to have been involved in any crimes or act which might raise any doubts as to the employee's fitness for work with children, it shall be the duty of the Contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. The matter shall be brought the attention of the District with all promptness, in writing.

8.2.10: All drivers and attendants must be reviewed by the Contractor, in consultation with the District's Deputy Superintendent no later than thirty (30) days after the commencement of employment and at least thirty (30) days after the commencement of employment.

8.2.11: The Contractor shall at all times have stand-by drivers 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 ten percent (10%) of the number of drivers required to bring children to and from school on a regular basis. These drivers cannot be used for any other purpose without the express written permission of the District.

8.2.12: The Contractor must comply with all State, Federal, and local laws and regulations, and Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants.

8.2.13: Drivers shall comply with all other safety aspects prescribed by 8 NYCRR Part 156 of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject. All bus drivers must comply with Section 3624 of the State Education Law, Section 156.3 of the Commissioner's Regulations and all applicable federal, state, local laws, rules regulations, ordinances and District policies.

8.2.14: The successful proposer shall further provide proof that all drivers meet the requirements as required in Article 19A of the New York State Department of Motor Vehicles, and the successful proposer must meet all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721.

8.2.15: Each driver shall be properly trained and shall hold the proper class license as to operate the vehicle under his/her control. The license will be in each driver's possession at all times.

8.2.16: The Contractor must properly investigate the ability and character of all school bus drivers (regular and substitute) and attendants/monitors and must certify them and submit them to the District upon its request.

8.2.17: All drivers and driver attendants are required to participate twice a year in New York State Education Department Mandated Training during the school year.

8.2.18: All drivers and driving assistants shall attend Mandatory Sexual Harassment and Child Abuse training conducted by the Contractor and any additional training deemed necessary by the District.

8.2.19: All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid. All attendants must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, and first aid. The Contractor will notify the District's Deputy Superintendent through a written report of said training and driver attendance. All bus drivers and attendants must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation and/ or the Department of Motor Vehicles.

The cost of such instruction shall be paid by the Contractor. Copies of driver and attendant training plans shall be provided to the District's Deputy Superintendent.

8.2.20: 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, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Buses will hold school bus safety drills as described in 156.3(h) and (i) of the Regulations of the Commissioner of Education at such times and locations as will be designated by School District Officials. These are to be supervised by the District's Deputy Superintendent or his designee. The first emergency drill shall be conducted during the first week of the school term. The Contractor will provide said services, including (but not limited to) all necessary equipment and staff, at no additional cost to the District.

8.2.21: The Contractor must provide a continuing safety education program for school bus drivers and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect.

8.2.22: The Contractor shall provide bus attendants/monitors or driver assistants on buses as needed and determined by the District for the purpose of administering epi-pens to students that have allergies. The District will provide said bus attendants/monitors and bus drivers with training for this purpose.

8.2.23: Each driver and driving assistant 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 Superintendent of Schools, in writing, on the forms prescribed by the Commissioner. Such physical examination shall be conducted no less than one (1) week prior to the beginning of service in each school year. The costs of such examinations shall be paid by the Contractor. The District reserves the right to have its doctor examine anyone providing service under this Contract. The cost of the school physician will be borne by the District unless said examination is conducted as a result of the Contractor's failure to comply with Section 156.3(c)(2), in which case the cost will be charged to the Contractor. Anyone with blood pressure, diabetic problems or other health conditions will be examined by the school physician periodically. The physical examinations of drivers and driver assistants shall be at the Contractor's expense. All exams are to be completed as required by regulations of the Commissioner of Education and the Commissioner of Motor Vehicles.

8.2.24: The Bus Driver 19 A/SED checklist must be submitted annually to the District for each driver. No regular or substitute driver is to be assigned to perform any part of this Contract prior to such written approval by the Superintendent of Schools or designee.

8.2.25: For each regular or substitute school bus driver, the Contractor must submit an annual report of the bus driver's driving records for review and approval by the District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, 8 NYCRR Part 156 of the Regulations of the Commissioner of Education. In addition, each bus driver shall be responsible for filing a daily report or DDIR form each day that includes the mechanical condition of the bus and their pre-trip verification.

Each driver is responsible for the filing of student conduct reports, provided by the District, in a timely fashion. The reports are to be submitted to the Department of Transportation. Said forms are to be kept on file by the Contractor and made available to the Superintendent of Schools or his designee as requested.

8.2.26: All drivers and driver assistants provided by the Contractor pursuant to the Contract shall be properly dressed and wear photo identification badges provided by the Contractor at its expense. Such badges shall be worn at all times when transporting South Huntington Union Free School District students. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the District in a positive way.

8.2.27: In order to command a high public respect for the driving staff as a whole, all drivers will present a neat personal appearance at all times. Drivers must be neatly dressed. Cut-off T-shirts and short shorts are not acceptable. Safety appropriate footwear shall be worn at all times. Open toe shoes are not acceptable.

8.2.28: No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District's premises or buses utilized, pursuant to the Contract, by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverage or illegal intoxicant shall be allowed at the bus terminals. The District has a "drug free zone" policy on school property.

8.2.29: All drivers and driver assistants must also comply with any Federal drug and alcohol testing requirements, and any physical ability tests that may be mandated during the term of this Contract. The Contractor must maintain a drug-testing program for transportation employees including, but not limited to, pre-employment, post-accident, and return to duty. The successful proposer must maintain a drug-testing program for transportation employees, including, but not limited to, pre-employment, post-accident, for cause and return to duty testing. Effective January 6, 2020, each driver must be preapproved for employment by the Federal Motor Carrier Safety Administration's Commercial Drivers' License Drug and Alcohol Clearinghouse. This must be completed for all employed drivers annually. The Contractor is required to adhere to all Drug and Alcohol Clearinghouse rules and regulations. All documentation requested shall be supplied to Superintendent of Schools or his designee.

8.2.30: The successful proposer must provide voice communication between base of operations and drivers.

8.2.31: The successful proposer must submit a copy of the current Company policies concerning driver recruitment, training, supervision, and performance evaluation to the District.

8.2.32: The District is a smoke-free District, as such; smoking is prohibited in school buildings, on school grounds or on vehicles at any time, with or without students.

8.2.33: Cell phone use while transporting students is strictly forbidden, except in the case of an emergency.

8.2.34: All drivers shall ensure that a sign, no less than 4" X 6" designating their route number, is posted in the lower first window on the passenger side of their bus prior to the start of their route.

8.2.35: Each driver will be responsible for complete control of the bus. Order shall be maintained on the bus at all times. Each driver will be responsible for the pupil discipline and the pupil management of the bus and will have commensurate authority to cope with this responsibility. The driver in charge will immediately take up pupil problems with the Building Principal. In addition, drivers shall immediately notify the Deputy Superintendent of any safety related issues that occur during any bus route or trip. Violation of good conduct and improper behavior on the part of students shall be handled strictly according to the procedures in effect in the District during the term of the Contract. It is of paramount importance that drivers and driver assistants maintain good order on the school buses. Drivers and/or driver assistants 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 and/or driver attendants shall be borne by the Contractor.

8.2.36: When directed by the Individual Education Plan (IEP), each vehicle utilized in performing services for any handicap/special needs children will have an attendant, in addition to the driver, who is employed and properly trained by the Contractor. Each such employee shall be fully capable of lifting and seating pupils when required. All such personnel, including both drivers and driver assistants, must be capable of being trained on and capable of operating various medical devices (e.g., braces, tracheal breathing devices, etc.) necessary to the well-being of the pupils being transported.

8.2.37: After one month of operation, all drivers and attendants shall recognize and know the students on their respective routes, including but not limited to their names and their addresses.

8.2.38: **Under no circumstance, shall the drivers, monitors or attendants provide parents and/or legal guardians of the students with their personal telephone numbers, email addresses, or social media accounts or handles. All inquiries and/or requests from parents and/or legal guardians for this information must be immediately directed to the District Deputy Superintendent.**

8.2.39: Drivers will keep the interior and exterior of buses in a clean and sanitary condition. Buses shall be cleaned on the interior daily. The District reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter on school properties, but must be deposited into receptacles designated for such debris and trash.

8.2.40: Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus, except in the case of emergency as set forth in paragraph 8.2.44 below. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.

8.2.41: Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals row by row if needed. Buses are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are



in the driver's possession at all times. Airbrakes must be pumped down completely so spring brake engages.

8.2.42: Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. **Any nonfunctioning seat belts must be repaired within 24 hours.**

8.2.43: Drivers must conduct thorough post-trip inspections for children, items left on board, or mechanical defects, at the end of each route. Failure to check the bus for children at the end of a trip or route could expose a child to great risk. The requirement for post-trip inspections must be strictly enforced for drivers and driver attendants.

8.2.44: Drivers shall not disembark from the school bus when children are inside, except in case of emergency; and in such case, before leaving his/her seat the driver shall stop the motor, set the auxiliary brake, and remove the ignition key.

8.2.45: Drivers shall admit and discharge only authorized passengers and only at designated bus stops. No pre-kindergarten, kindergarten, first grade or second grade students are to be released at a bus stop without the presence and supervision of parent and/or designated guardian. If there is no one to meet the child at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY. Drivers shall cooperate fully in all pupil accounting systems established by the Board and/or the District's administration.

8.2.46: Drivers will be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Board of Education and/or the District's administration.

8.2.47: The Contractor shall not reassign drivers after the first eight (8) weeks of school, except in the event of a resignation or a termination, at the District's request, or with the District's prior written approval. **Once a driver or driver assistant is assigned to a route for the school year or summer, said driver or driver assistant must remain assigned to said route for the remainder of said school year or summer, except as otherwise provided herein.**

8.2.48: A driver assigned in connection with this Contract shall be available for meetings when requested by the Superintendent of Schools or his/her designee.

8.2.49: The Contractor will inform all personnel providing services under the Contract that changes in routes, stops or schedules may be made only with the approval of the District. Additionally, prior to transporting students on their assigned runs, all drivers shall traverse ("dry run") their assigned routes until they become familiar with all stops and roads and not less than two (2) times prior to the start of the transportation service. Such dry runs shall be verified in writing on a form to be approved by the District and shall be submitted to the District's Deputy Superintendent or his/her designee prior to the start of the transportation service.

8.2.50: The Contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to State Education Department regulations, as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.

8.2.51: When any driver of a school bus shall have been on-duty driving continuously for ten (10) hours, or at separate intervals for ten (10) hours in the aggregate, or work a total of fifteen (15) hours as a bus driver and other employment in any twenty four (24) consecutive hour period, including time for meals, she/he shall not continue to work or again go on duty without having had at least eight (8) consecutive hours off duty. The period of release from duty herein required shall be free from and off the school bus, and free from work of any kind with any employer, and shall be given at such places and under circumstances that rest and relaxation from the strain of the duties of employment may be obtained. Every driver of a school bus shall receive at least twenty- four (24) consecutive hours of rest in every calendar week from all employment. The provision of this paragraph shall not apply in case of accident or Act of God, or a cause not known to the Contractor or driver, or to its officers in charge of such operation at the time that such driver left the place where she/he last went off duty prior to such delay. Any change in State or Federal Law or Regulation will supersede this paragraph.

8.2.52: All students are to enter and leave vehicles at the curb or roadside, except in compliance with present practice or at the direction of the District's Deputy Superintendent.

8.2.53: 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 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.

8.2.54: All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies of officials of the State of New York. It shall be the duty of each driver to operate his/her bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles in Vehicle and Traffic Law and State Education Department Regulations.

8.2.55: Each driver shall use all care to guard the children, prevent undue crowding and maintain order in his/her bus at all times without the use of force or fear. Any child refusing to obey the driver shall be reported to the Business Office immediately.

8.2.56: Every driver is responsible for the following: All children riding on the buses are to board and be discharged at designated stops only. Stops at any other location are strictly prohibited. Unauthorized passengers are prohibited. All children are to enter and leave the vehicle at roadside or curbside, except as set forth in paragraph 8.2.52 above. Children who are designated crossers should not cross before the arrival of the bus in the morning or after departure of the bus in the afternoon.

8.2.57: Standees will not be permitted in excess of the seating capacity of any Contractor-owned or operated vehicles on any route.

8.2.58: The Contractor will ensure that bus drivers, when called upon by either the District or municipal authorities, will cooperate in the prosecution of cases before the court involving motorists who are charged with having passed a stopped school bus.

8.2.59: The Contractor shall comply in all respects with the requirements of 8 NYCRR Part 156.

8.2.60: The Board of Education, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school.

8.2.61: The vehicle shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in State Education Department training program.

8.2.62: The District reserves the right to reject any driver based on failure to comply with any requirement under this Article 8, or any failure under SED Regulations, including, 156.3 of the Commissioner's Regulations, DMV Article 19A, or any misconduct. Such disqualifications will be provided in writing.

8.2.63: The District reserves the right to request the removal of an employee of the Contractor for any reason. In the event the District exercises said right, the Contractor will indemnify and hold the District, its Board of Education, officers, employees and representatives harmless from any and all claims the employee may have in connection with the District's request for removal.

8.2.64: The successful proposer shall be required to carry out all reasonable requests and instructions of the Deputy Superintendent. This includes proof of attendance at the required two refresher courses on bus safety, the additional instructions for drivers of handicapped students and attendance at a driver training class.

8.2.65: A complete description of the proposer's driver compensation package and negotiations history must be submitted to the District, including strikes and filed unfair labor practice charges in connection with collective bargaining. This description must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses. Agreements and/or employee handbooks must also be provided. The proposer assumes all responsibility and/or liability that may arise in connection with existing labor agreements involving the present provider(s) of the transportation services being sought through this Request for Proposals.

8.2.66: In the event of a strike or job action, the proposer will provide backup service within twenty-four (24) hours of any action. The successful proposer shall be responsible for any costs incurred by the District resulting from any strike or job action of the proposer.

### ARTICLE 8.3: Personnel

8.3.0: The successful proposer must provide adequate personnel to supervise drivers at all times during service hours, including in-service road supervision, field surveys, conduct driver interviews and discipline, and provide a liaison to the District.

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

8.3.3: The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the District or its Superintendent of Schools (or his/her designee) shall have the right to remove any person (driver, attendant or office personnel) who in his/her opinion will detract from the safe and efficient operation of school buses and/or the safety of the pupils thereon under the Contract. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or attendants or to direct that they be replaced.

8.3.4: Completed driver application forms are to be submitted to the District, in a file, along with a certification that the Contractor's Supervisor has verified previous employment, reviewed driver's license and abstract, obtained and verified at least three (3) letters of reference, completed fingerprinting, obtained the applicant's authorization for a criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction and conducted a personal interview.

8.3.5: The Contractor shall hold harmless, defend and indemnify the District harmless from and against any and all claims and damages made against the District in connection with its exercise of its right to reject or request the removal of the Contractor's personnel.

8.3.6: A complete description of the Contractor's driver compensation package and negotiations history, including strikes, and filed unfair labor practices charges in connection with collective bargaining must be submitted along with the current term of the collective bargaining contract. This package must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses and the like. Collective bargaining agreements and/or employee handbook must also be provided. The Contractor assumes all responsibility and/or liability that may arise in connection with existing collective bargaining agreements involving the present provider(s) of the transportation services being sought.

8.3.7: All employees hired by the Contractor to provide services pursuant to the Contract, including administrative and office personnel, must be approved for employment by the District's Superintendent of Schools or his designee. As hereinabove stated, the Contractor shall submit to the District, upon award and no later than August 15<sup>th</sup> for the regular school year and June 24<sup>th</sup> for summer during each extension year for the life of the contract, a list of the names and addresses of all regular and substitute drivers and bus attendants/monitors employed to provide the services required hereunder, and current photographs of each of these employees. Said list and photographs shall be updated by the Contractor by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place.

8.3.8: The successful Contractor shall provide for adequate office and safety supervision of its contractual obligations with the District, which shall be acceptable to the District. There shall be no additional cost to the District for these services. The Contractor will employ the following administrative/office personnel:

- a. a full-time terminal manager;
- b. a full-time 19A certified safety supervisor/manager; and

- c. a dispatcher on duty between 6:00 a.m. and 6:00 p.m.

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

8.3.9: The "Terminal Manager" (or similar function/title) provided by the Contract shall have complete authority over the operation of the Contractor's buses. He/she will be directly responsible for working with the District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the District; provided, however, that all such routing and parent contacts are authorized by officials of the District as designated by the District's Superintendent of Schools. The Terminal Manager also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems and accident reports. The Terminal Manager shall arrange with the District to be available at the dispatching station during all hours that services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. Sufficient management personnel shall be maintained and available from 6:00 a.m. to 6:00 p.m. when school is in session.

8.3.10: The full-time "Safety Supervisor" provided by the Contractor shall be a 19A Certified Examiner, and a SED approved SBDI. This Supervisor's responsibilities will include, but not be limited to, driver training, daily oversight to ensure adherence to established practices and safety regulations, on-the-road driver performance reviews, and related functions.

8.3.11: The Contractor shall provide a dispatcher 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.

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

8.3.13: The Contractor is required to provide a fax machine in the terminal and provide said number to the District. Additionally, the Contractor is required to have access to internet communications and periodically throughout school days check an email address that the Contractor will supply to the District. **In addition, the Contractor must provide the District with an emergency phone number to reach the Contractor 24 hours a day/7 days a week.**

8.3.14: The Contractor shall maintain a comprehensive safety program. Within fourteen (14) days of the award, the Contractor shall submit its safety program to the District. The Contractor's safety program must comply in all respects with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers. The Contractor's safety program will

include the training of staff on safety issues and monthly safety meetings. Each driver and/or attendant 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. Monthly safety meetings will be held for all employees of the Contractor. In compliance with Homeland Security, the Contractor will comply with Suffolk County's emergency plan. An evacuation drill will be held once a year at no cost to the District.

#### ARTICLE 8.4: Contractor's Responsibilities

8.4.1: In addition to the responsibilities and obligations set forth in these Specifications, the Contractor shall:

- a. Submit a copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance.
- b. The Proposer must submit with its proposal the most recent full year copy available from the New York State Department of Transportation, of its New York State Department of Transportation Bus Inspection System - Operator Profile Summary for the terminal from which it intends to operate this contract. Proposers will provide details on the proposed site(s) to be used to house, maintain and operate the required bus fleet. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included. If the proposed site(s) are not currently under the control of the Proposer (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted.
- c. If a new terminal is to be established for this contract, then the Proposer is to submit the most recent full year copy of its Operator Profile Summary for each terminal it operates in New York State. If the Proposer operates more than five terminals in Nassau, Suffolk, Westchester and Rockland Counties and the five boroughs of New York City, then the Proposer must submit 50% of its most recent full year Operator Profile Summary reports from those terminals in Nassau, Suffolk, Westchester and Rockland Counties and the five boroughs of New York City or five of its most recent full year Operator Profile Summary reports from those terminals in Nassau, Suffolk, Westchester and Rockland Counties and the five boroughs of New York City, whichever is greater, and a list of the other terminals, with operator numbers, not submitted with the proposal. The Operator Profile Summary reports submitted are to be of those terminals that are the most similar in size to that which will be operated to serve this contract.

8.4.2: The Contractor must submit a copy of its company policies concerning driver recruitment, training, supervision and performance evaluation. The Contractor assumes all responsibility and/or liability that may arise in connection with existing collective bargaining agreements involving the present provider(s) of the transportation services being sought through the proposal process.

#### ARTICLE 8.5: Failure to Comply with Article 8 Stipulations

The District reserves the right to reject the proposal of any proposer who fails to furnish the above information as required under Articles 8.1, 8.2, 8.3 and 8.4.

## ARTICLE 8.6: Substitutions

8.6.1: In addition to the spare vehicles required under paragraph 8.1.9, each proposal shall address the provision for substitute buses (in the amount of 10% of the fleet) needed for performance under the terms of this contract.

## ARTICLE 8.7: Non-Performance Damages

8.7.1: In view of the difficulty of ascertaining the loss which the District will suffer by reason of default or delay on the part of the successful proposer, the following sum will be imposed as non-performance damages and not by way of penalty, when there has been a breach of contract as specified below. A rate of seventy five percent (75%) of the daily per vehicle cost per event per day shall be deducted from payment due the contractor for the following:

- a. Each failure to provide a vehicle to transport the assigned students to or from their designated school within 15 minutes of the starting time of the designated school. (except when weather conditions prevail)
- b. Each failure to provide a spare bus within 20 minutes after a bus has been reported to have a mechanical failure.
- c. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio that is operable and can communicate with the base station effectively and efficiently.
- d. Each failure to provide a vehicle equipped with a stop arm.
- e. Each failure to provide a driver approved by the District.
- f. Each failure to provide a certified driver assistant/monitor on a route so designated.
- g. Each time a driver changes a designated bus stop without prior written approval of the District administrator or their designee.
- h. Each time a driver fails to wear their photo identification badge while transporting District students.
- i. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while transporting school children under any District transportation contract.
- j. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certification motor vehicle inspection sticker, an expired New York State Department of Motor Vehicle registration or expired insurance.
- k. Each time a bus driver provides its personal phone number to a parent or legal guardian.
- l. Each time a driver operates a vehicle in service under this Contract when he/she has not received the proper training, instruction, and/or courses as specified herein within the time period.
- m. Each time a driver fails to provide reports and/or data required by the District.
- n. Each time a Contractor transports an unauthorized rider on an approved District route.
- o. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of this Contract and with all applicable laws, including structural and safety provisions.

- p. Each occurrence, after a driver unloads students at a facility or home drop off point, where a child has been left on the vehicle unattended.
- q. Each time a driver is caught smoking on the bus, or school property and each time a driver is caught eating or drinking on a school bus when actually driving or when children are on board.
- r. Each time an accident/incident is not reported to the District immediately.
- s. Each time the Contractor uses a driver in the performance of this Contract who has not been approved by the District and/or does not meet the requirements of the State of New York.
- t. Each time a driver is using a cell phone while driving.
- u. Each time a bus does not have the proper equipment in it (e.g. vest, oxygen tank holder, wheel chair tie downs or seat belts, car seats, etc.)
- v. Each time bus runs are doubled up without District approval.
- w. Each time unsafe driving is observed.
- x. Each time a driver makes an unauthorized house stop.
- y. Each time the Contractor does not provide the required number and type of buses, drivers or attendants necessary for any base Proposal programs under the Contract.
- z. Each time the Contractor fails to provide the approved personnel (supervisors, drivers, mechanics) as required by the Contract per bus per person/ per day for each occurrence that said personnel is not supplied. In addition the District will not pay the Contractor for the services that were not provided.
- aa. Each time the Contractor fails to carry proper identification signs pursuant to these specifications (per bus run).
- bb. Failure to provide "dry runs" and supporting documentation, as required by the within specifications.

8.7.2: One Hundred-Fifty Dollars (\$150.00) may be deducted from the Contractor's subsequent payment for the following:

- a. Each time a driver uses inappropriate language.
- b. Each time any other provision of the Contract is violated.

8.7.3: In addition to the non-performance damages set forth above, the following non-performance damages will be assessed by the School District:

- a. In the event a strike, picketing, work stoppages, slowdowns or other union/disruptive activity causes an interruption of services for more than twenty-four (24) hours, the District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the District including but not limited to expenses, costs, reasonable attorneys' fees, etc. resulting from the strike, picket, work stoppage, slowdown or other union/disruptive activity that interrupts service.
- b. The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. Therefore, the District expects the Contractor to maintain a DOT passing



rate of at least 90% 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 for the District) no later than 30 days from receipt but not later than October 15th and following the end of the March 31st reporting period. If the DOT inspection rate falls below this level, the District reserves the right to require the following actions and damages:

- (1) If the DOT passing rate is 85% to 89.9%, the Contractor shall submit to the District an action plan to achieve the 90%+ level by the next inspection reporting period. This action plan will be reviewed with District personnel and approved by the District. The action plan shall be submitted within 45 days of the Contractor's receipt of the DOT report, and should address such issues as maintenance procedures, work scheduling, staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the District of a copy of the form MC300 for each DOT inspection made. The MC300 form(s) shall be submitted within one business day following the DOT inspection. The District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90%+ level during the next reporting period, the District reserves the right to assess damages of \$500 for each vehicle (or inspection) reported as failing under the "A" or "B" inspection criteria.
- (2) If the DOT passing rate is 80% to 84.9%, the Contractor shall submit to the District an action plan to achieve the 90%+ level by the next inspection reporting period. This action plan will be reviewed with School District personnel and approved by the District. The action plan shall be submitted within 45 days of the Contractor's receipt of the DOT report, and should address such issues as maintenance procedures, work scheduling, staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the District of a copy of the form MC300 for each DOT inspection made. The MC300 form(s) shall be submitted within one business day following the DOT inspection. The District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90%+ level during the next reporting period, the District reserves the right to assess damages of \$1000 for each vehicle (or inspection) reported as failing under the "A" or "B" inspection criteria. The Contractor shall be liable for any costs the School District may incur to assist the District in any review or monitoring of the action plan by any specialist of its choosing.
- (3) If the DOT passing rate is 79.9% or less, the District reserves the right to assess a damage of \$2,500 for each vehicle (or inspection) reported as failing under

the "A" or "B" inspection criteria, and reserves the right to terminate the Contract upon thirty (30) days' prior written notice.

(4) The Contractor shall also be liable for any costs the District may incur to assist the District in any review or monitoring of the vehicle maintenance services for the remainder of the time the Contract is in force.

c. Certificates of Insurance and Performance Bonds must be received prior to the expiration of previous document. A \$1,000.00 a day fine will be levied for late Certificates of Insurance and Performance Bonds.

8.7.4: The District shall have the right to terminate the Contract where the Contractor has failed to meet its obligations under the Contract upon prior written notice to the Contractor. It is understood and agreed by the Contractor that the assessment of penalties set forth in these specifications above shall be in addition to the right of the District to terminate this Contract for any of the reasons set forth in these Specifications, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the District shall also have all other the remedies to which it is entitled. The rights of the District under this paragraph shall not impede or limit the rights of the District pursuant all other rights the District may have, in equity or in law and such remedies shall be in addition to, not in lieu thereof.

#### ARTICLE 8.8 Payments

8.8.1: Any contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board of Education for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon ten (10) calendar days written notice without further liability to the Contractor(s).

***8.8.2: The Contractor shall submit invoices for transportation services rendered to the District on a monthly basis. Separate invoices shall be furnished for each transportation contract award with supporting documentation including the corresponding purchase order. The Contractor shall be required to submit a corrected invoice, labeled as such, prior to payment, should corrections be deemed necessary by the District.***

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

- Name of Transportation Contract
- Number of buses used to service the District per day
- Hours each bus operated for District per day
- Itemized runs/routes/trips with dates and cost for services performed on behalf of the District
- Total Cost per month

8.8.4: The Contractor(s) shall maintain records during the term of the contract(s) of the daily services provided to the District on a route-by-route basis, and shall submit such records upon request by the District for audit in support of each of the monthly invoices.

8.8.5: Payments of any invoice shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with the Specifications.

8.8.6: Under all circumstances, payment shall be made for transportation services actually rendered to the District during the school year or summer, as such payment may be adjusted in accordance with the terms set forth in these specifications. No payments shall be made for days when transportation or bus attendants have not been provided to the District regardless of the reason.

8.8.7: The District may withhold from the Contractor a portion of the payment due if deemed by the School District to be necessary to assure the payment of just claims then due and unpaid of any persons supplying services, labor or materials. District shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

## **ARTICLE 9: TAXES AND PAYROLL DEDUCTIONS**

### ARTICLE 9.1: Deduction for Taxes

The successful proposer shall be liable for payment of all applicable payroll taxes or deductions required by State, local and federal law, social security, Medicare, and unemployment.

### ARTICLE 9.2: Worker's Compensation Insurance

The successful proposer shall carry Workers' Compensation Insurance and employer's liability insurance in the full amount as required by law.

## **ARTICLE 10: EQUAL EMPLOYMENT AND NON-DISCRIMINATION**

### ARTICLE 10.1 General Policy

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

10.1.2: The successful proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful proposer, state that all qualified applicants shall receive

consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

10.1.3: The successful proposer shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

10.1.4: The utilization of minority vendors and subcontractors is encouraged, whenever possible, on public contracts. The successful proposer should make full efforts to locate minority businesspersons.

## **ARTICLE 11: TERMINATION**

11.1 The successful Contractor understands and agrees that in the event of failure, omission or neglect of the Contractor to observe the respective rules and regulations herein, or as hereto annexed or as hereto included by reference, or of the conditions, rules and regulations of the Commissioner of Education, or the Specifications herein or hereto annexed, and the said neglect, failure or omission continues or persists for a period of time such that the health and welfare of the students being transported is in jeopardy as determined in the sole discretion of the District, then the District may take the following action:

- a. Terminate any contract, at its sole discretion because of unsatisfactory service, unsafe operation, and/or practice, or improper maintenance of vehicles, assignment of unqualified personnel or competence. The Contractor will be held accountable for the demeanor of drivers and those found to be uncooperative. Those found unsuitable shall immediately be replaced at the request of the District.
- b. If the Contractor, after being notified, fails to correct any improper or unsatisfactory condition within five (5) days, notice of cancellation or ruminantion of contract shall be made by the District in writing and sent to the Contractor via certified mail to the office and address of the Contractor.
- c. In the event that the Contractor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure any such failure within the five (5) days of notification, the District reserves the right to terminate said contract for default, and in order to protect the continuity of operations, the required services may be procured from a satisfactory Proposer, or from any other source the District deems acceptable. During the five (5) days, liquidated damages as described herein shall be assessed. The Contractor shall be responsible for all costs incurred by the District as a result of its failure to comply with the terms and conditions of its contract.
- d. Call upon the surety that issued the Performance Bond to the contractor to fulfill the obligations under the terms of said Performance Bond.

11.2 In addition, the District reserves the right to terminate its agreement with the Contractor on five (5) days' prior written notice to the Contractor.

## ARTICLE 12: INSURANCE AND INDEMNIFICATION

12.1.1 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 unrestricted additional insured on the Contractor's insurance policies, with the exception of workers' compensation. The Contractor's insurance policies are subject to the review and approval of the District.

12.1.2 The policy naming the District as an additional insured shall:

- Be an insurance policy from an A.M. Best rated "Secure" or better, New York State admitted insurer.
- State that the organization's coverage shall be primary coverage for the District, its Board, employees and volunteers.
- State that the policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
- The certificate of insurance shall describe the services provided by the transportation contractor that are covered by the liability policies.
- The District shall be named as additional insured. Additional insured status shall be provided by ISO additional insured endorsement CG 20 26 or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the certificate of insurance. At the District's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list endorsements and forms.

12.1.3 The Contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.

12.1.4 The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.

12.1.5 Required Insurance:

- **Commercial General Liability Insurance**  
\$5,000,000 per occurrence/ \$5,000,000 aggregate.  
\$1,000,000 for sexual misconduct.  
State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
- **Automobile Liability**  
\$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees. Proof of coverage must be on the approved specific form, as required by

the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 form.

12.1.6 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.

12.1.7 The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also the NYSIR, as the District's insurer.

12.1.8 In addition, the proposer will be required to submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period. The level of losses and other statistics such as incident per vehicle per year will be considered in this evaluation. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

#### Article 12.2 Indemnification

12.2.1: The Contractor shall hold harmless, defend and indemnify the District from and against any and all claims and damages for bodily injury, including death and property damage to any person or persons arising from the ownership, operation, use, including loading and unloading and control of the Contractor's owned, hired, and non-owned vehicles in its performance of this transportation Contract whether due to acts of negligence or other culpable conduct, omission or commission, breach of warranty, or strict liability in regard to its said owned, hired, and non-owned vehicles, in whole or in part, of such Contractor, and whether or not due to contributing negligence of said District, its Board members, employees, agents and representative, if any, so long as not due solely to the negligence, if any, of said District, its Board members, employees, agents and representative. The District shall give the Contractor reasonable notice of any such claim received by the District.

12.2.2: The Contractor 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 Contractor and which by exercise of reasonable diligence it is unable to prevent.

#### **ARTICLE 13: FINANCIAL REFERENCES**

A minimum of two (2) financial references must be supplied from an independent commercial institution.

#### **ARTICLE 14: LAWS AND REGULATIONS**

The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances. The Contractor shall further comply with all requirements of the Commissioner Education, including, Section 156.12 of the Regulations of the Commissioner of Education.

## **ARTICLE 15: ADDITION OR DELETION OF BUSES**

After the contract is awarded, the Board of Education and/or administration reserves the right to add and/or delete buses from the number originally needed for the contract. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined and adjusted using the applicable prices as set forth in the proposal forms. The District shall not be liable for any extra services or increased compensation unless authorized by the District's written order. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, District employee contract changes, traffic and construction demands, modification of District policies, etc. The successful Contractor 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 set forth in the proposal. These costs shall reflect the appropriate renewal increases, if any. The District must be notified in writing within (10) days of any changes in vehicle times which will result in a change in contract compensation. Failure by the Contractor to notify the District in writing of such changes will result in the loss of any additional compensation, which may be due to the Contractor as determined by the District pursuant to these Specifications.

## **ARTICLE 16: ACCIDENTS/DAMAGES TO PROPERTY**

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

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

## **ARTICLE 17: BOOKS AND RECORDS**

17.1.1: The Contractor consents and agrees to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by Section 3625 to 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 obligation arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the District.

17.1.2: All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the District:

- a. Article 19-A of the New York State Vehicle and Traffic Law;
- b. CDL licensing;
- c. 8 NYCRR Part 156 of the Regulations of the Commissioner of Education;

- d. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident; and
- e. Documents required to be maintained/provided pursuant to the South Huntington Union Free School District Board of Education Policies.

## **ARTICLE 18: CONTRACTOR'S GUARANTEES**

### 18.1.1: The Contractor warrants and guarantees:

- a. That it is financially solvent and 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.
- b. That it shall procure and maintain Workers' Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the District Business Office no later than August 1st of each contract year.
- c. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and School District.
- d. That it will comply with the State Occupational Safety and Health Act ("SOSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on School District premises.
- e. That it has read and understands the Specifications for the within agreement and its proposal is made in accordance therewith.
- f. That its representatives have visited the District and has familiarized him/herself with the local conditions under which the work is to be performed.
- g. That its proposal is based upon the personnel and equipment described in these Specifications and in accordance with all Specification conditions and terms without exception.

## **ARTICLE 19: INSPECTION BY SCHOOL DISTRICT**

19.1.1: All material, services and workmanship shall be subject to inspection, examination and test by the District. The selection of bureaus, laboratories and/or agencies for the inspection, examination and test shall be made by the District and District reserves the right to reject all equipment and labor that does not meet the standards set forth in the within Proposal specifications and/or the law.

19.1.2: As a condition of this Contract, the Contractor agrees to allow District Administrative personnel on any property connected with the service provided to the District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District,



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

#### **ARTICLE 20: NO STRIKES**

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

#### **ARTICLE 21: FORCE MAJEURE**

21.1.1: In the event the performance of the Contractor's provision or delivery of transportation services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor disputes other than those disputes of the Contractor's work force or employees, acts of God, public health emergency, epidemic, pandemic, , or regulations or restrictions imposed by any government or governmental agency, the School District shall not be liable to the Contractor for any service not provided as contemplated herein, nor shall the School District be liable to the Contractor for any (a) payments for service not performed or services not rendered; (b) payments associated with the Contractor's overhead/profit; or (c) Contractor's expenses which arise as a result of the events which have rendered performance of the Contractor's service impossible or delayed, except where such costs are required to be paid pursuant to federal or state law, or Executive Order issued by the state or federal government.

21.1.2: The Contractor shall not be held responsible for non-performance damages resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by war, social unrest, labor dispute other than those disputes of the Contractor's work force or employees, act of God, public health emergency, epidemic, pandemic, or regulations or restrictions imposed by any government or governmental agency, except where service is required pursuant to federal or state law, or Executive Order issued by the state or federal government.

## **ARTICLE 22: MISCELLANEOUS PROVISIONS**

22.1.1: It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the District and the Commissioner of Education.

22.1.2: The Contractor may not engage subcontractors, hire others to perform all or part of the agreement, nor otherwise delegate the Contractor's obligations to perform under the Contract.

22.1.3: The General Conditions, Specifications, Notice to Proposers, 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.

22.1.4: 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.

22.1.5: It is understood that the Contract in no way excludes the District from using its own vehicles, or services provided by other school districts or BOCES, or other cooperatives or in any way limits the District from using other contractors in performing similar or other services or soliciting proposals for a successor contract. Nothing contained herein shall prohibit the District from utilizing or piggybacking onto another school district's contract pursuant to Education Law section 305 when the District determines that it is in its best interest to do so.

22.1.6: After the Contract(s) is/are awarded, the Board of Education and/or administration reserves the right to add and/or delete buses from the number originally needed for the Contract(s). In addition, the District reserves the right to provide transportation services on a cooperative basis with other school districts and/or municipal agencies or organizations at its sole discretion. In the event that the District decides to utilize said transportation services cooperatively and/or remove routes and/or vehicles from the contracted services awarded to the Contractor, the Contractor expressly acknowledges that it shall have no right to claim that said routes and/or contract(s) are owned by the Contractor. Accordingly, under no circumstance shall the District be liable to the Contractor for damages, at law or in equity.

22.1.7: 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 District.

22.1.8: It is expressly understood by the Contractor that the Board of Education, by not exercising its rights, or by waiving any of the provisions of this Contract, or by exercising the provisions of this Contract in a particular way, the Board shall not be deemed to have waived any of its rights or the Contract requirements.

**SUBMISSION CERTIFICATION:**

I hereby certify, as an officer of \_\_\_\_\_ that, as the Proposer for transportation services under these Specifications, all of the information and material supplied to the District as required by these Specifications is complete and true. I further understand that any information that is found to be incomplete or false or, any attempt to mislead the District is discovered, either during the evaluation or subsequent to any award may result in immediate termination of this contract.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

**Past Performance Qualifications**

Each proposer shall read and certify and qualify the following questions:

1. Have you or any company you have ever been affiliated with had a contract canceled for non-performance by any school district, municipality or private company?

\_\_\_\_\_  
Yes or No

If yes, please list contacts.

2. Have you or any company you have ever been affiliated with been refused a performance bond?

\_\_\_\_\_  
Yes or No

If yes, please list insurance companies.

3. Have you or any company you have ever been affiliated with been rejected from submitting a bid or proposal?

\_\_\_\_\_  
Yes or No

If yes, please explain.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

*This form requires the signature of the principal owner/partner submitting the proposal as attestation to the above statements.*

SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT  
TRANSPORTATION INFORMATION  
AND PROPOSAL FORMS  
FOR  
STUDENT TRANSPORTATION

**Proposer Information:**

Company Name: \_\_\_\_\_

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

\_\_\_\_\_

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

Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_

Federal Tax ID No.: \_\_\_\_\_

## PROPOSER'S CHECKLIST

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

- One (1) original and two (2) copies of proposal and related materials
- All pages of proposal documents included and initialed
- All proposals properly signed
- Proposal bond
- Proof of bondability for performance bond
- Letter from insurance company guaranteeing appropriate coverages
- Responses to Proposer's compliance with insurance requirements
- Responses to Qualification of Proposers
- Responses to previous experience of the proposer in transporting students
- Responses to information regarding the transportation company where the principals of the proposer have been an owner or a manager and previous experience
- Responses to description of any safety programs implemented by the proposer
- Responses to record of accidents in motor vehicles under the control of the proposer
- Responses to driving history of employees of the proposer
- Responses to inspection records and model year of the motor vehicles under the control of the proposer. Proposer must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulation, and vehicle inspection requirements. The successful proposer shall provide a copy of the NYS DOT BUSNET summary and profile for the past two rating periods with the proposal.
- Responses to maintenance schedule of the motor vehicles under the control of the proposer
- Responses to financial analysis of the proposer

## PROPOSER'S CHECKLIST (continued)

- Any other information or data the proposer wishes to provide that further shows his/her experience or qualifications and/or ensures that high quality service will be provided to the District
- Any other information required by the Specifications
- Vehicle list
- Technical Plan
- Description of Facilities Information
- Each form of proposal completed
  - Proposal for Summer Transportation (including In and Out-of-District)
- Submission Certification
- Past Performance Qualifications
- Statement of Proposer's Qualifications
- Conflict of Interest Certification Form
- Experience in Pupil Transportation Form
- Non-Collusive Proposal Certification Form
- Iran Divestment Act Certification Form
- Appendix E: Vehicle List
- Appendix F: Hold Harmless Agreement
- Appendix G: Sexual Harassment Training Form
- Appendix H: District Transportation Policies

**Appendix A**  
**Special Conditions for Proposers**



## Appendix A

The South Huntington Union Free School District is requesting proposals for the 2022-2023 school year for its (1) Summer Transportation including In and Out-of-District Transportation.

The Board of Education reserves the right to make individual contracts for transporting small numbers of pupils to vocational and other special schools outside the District if such arrangement is, in the Board of Education's sole judgment, advantageous to the District. The schools/locations/programs and the routes for the same for the current summer session, together with the addresses of the schools/locations/programs must be reviewed by any contractor submitting a proposal. The information is available at the Office of Business and District Operations. During the life of the contract, additions/deletions of schools to the existing list of schools may occur as described in the Specifications.

Adherence to pick-up times at a home, intersections, or bus stop is required. Drivers must have a watch available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a student is occasionally late. Habitual student lateness should be reported to the Building Principal and the Deputy Superintendent.

The 2022-2023 Summer Home to School (In and Out-of-District) Transportation Contract will require buses and vans and attendant services to students with special needs attending schools within the School District and in placements outside the School District as identified by the School District. The Contractor must provide the cost for transportation services, bus attendants/monitors/matrons with the District providing the fuel, in accordance with the Specifications. The School District reserves the right to utilize its own employees and vehicles to provide students with transportation during the Summer as determined in its own discretion.

Relief buses and drivers, in a sufficient number to maintain the schedule of services, complying in all respects with the requirements for buses required herein, shall be available at all times for use in the event of breakdown of any of the buses regularly employed in compliance with the contract. The relief bus and driver must be available within twenty (20) minutes driving time of any school within the District.

At the beginning of each summer session, all regular and substitute drivers shall attend a safety instruction course prepared jointly by the District and the proposer. The District shall have the opportunity to make a presentation of no more than one (1) hour. A certified instructor approved by the District shall give the remainder of the course. The cost of the drivers' salaries and the certified instructor shall be borne by the Proposer.

The successful Proposer shall provide the equipment necessary to conduct all mandated school bus safety drills as required by law and at the District's request.

The Proposer shall comply with minimum wage standards set by law as to all its employees while they are engaged in work under any contract between proposer and the District. Payroll records shall be made available to the Deputy Superintendent and his/her designee upon request. Proposers must provide, along with their completed proposals, a certified copy of their most recent official financial statement.

## **Appendix B**

### **Student Transportation Proposal Forms**

# RFP Proposal 1

## Summer Transportation

(Including In District and Out-of District Transportation for Students with Special Needs)

Name of Proposer:

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Business Address:

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Telephone Number:

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Date of Proposal:

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Pursuant to the advertisement requesting proposals for transporting pupils of the South Huntington Union Free School District for the Summer of 2022-2023 school year and successive years, if extended by the Board of Education, I hereby propose to furnish the required Summer transportation services in accordance with the conditions and directions as outlined in the Specifications.

**Proposers are required to complete the following proposal charts in their entirety for all specified vehicles, even if the vehicle type is not being used by the District for calculation purposes. In the event that pricing is not provided for all items contained in the proposal charts, the proposal may be deemed incomplete.**

**This program profile is an estimate and shall be used for the  
award of the contract and bond valuation purposes only  
The District makes no guarantee as to a particular volume of work or contract value**

For purposes of calculating the annual cost of the proposal, the following projected fleet configuration will be used for Proposal 1. The proposed “Cost per Vehicle Per Day” will be multiplied by the number/type of vehicles in the fleet configuration multiplied by thirty (30) days to determine the estimated annual cost to the School District for Summer transportation costs.

**Projected Fleet Vehicle Configuration**

<b>Vehicle Type</b>	<b>Hours of Operation</b>	<b>Estimated Number</b>
66 Passenger Bus Air Conditioning Preferred	4 Hours	9
66 Passenger Bus Air Conditioning Preferred	7 Hours	6
66 Passenger Bus Air Conditioned Preferred	8 Hours	1
28-30 Passenger Van Air Conditioned	4 Hours	23
1-2 Position, Forward Facing Wheelchair Van Air Conditioned	4 Hours	3
3 Position, Forward Facing Wheelchair Van Air Conditioned	4 Hours	3
Driver Assistants	4 Hours	30

**SUMMER TRANSPORTATION (In-District and Out-of District)  
PROPOSAL FORM  
2022-2023**

**RFP Opening Date: June 10, 2022**

<b>Vehicle Type</b>	<b>No. of Hours</b>	<b>Cost Per Vehicle Per Day</b>	<b>Estimated Number Needed</b>	<b>Total Daily Cost</b>
72 Passenger Bus Air Conditioning Preferred	4 Hours	\$	0	\$
72 Passenger Bus Air Conditioning Preferred	5 Hours	\$	0	\$
72 Passenger Bus Air Conditioning Preferred	6 Hour	\$	0	\$
66 Passenger Bus Air Conditioning Preferred	4 Hours	\$	9	\$
66 Passenger Bus Air Conditioning Preferred	5 Hours	\$	0	\$
66 Passenger Bus Air Conditioning Preferred	6 Hours	\$	0	\$
66 Passenger Bus Air Conditioning Preferred	7 Hours	\$	6	\$
66 Passenger Bus Air Conditioning Preferred	8 Hours	\$	1	\$
28-30 Passenger Bus Air Conditioned	4 Hours	\$	23	\$
28-30 Passenger Bus Air Conditioned	5 Hours	\$	0	\$
28-30 Passenger Bus Air Conditioned	6 Hours	\$	0	\$
22 Passenger Bus Air Conditioned	4 Hours	\$	0	\$
22 Passenger Bus Air Conditioned	5 Hours	\$	0	\$
22 Passenger Bus Air Conditioned	6 Hours	\$	0	\$
1-2 Position, Forward Facing Wheelchair Van (with A/C)	4 Hours	\$	3	\$
1-2 Position, Forward Facing Wheelchair Van (with A/C)	5 Hours	\$	0	\$
1-2 Position, Forward Facing Wheelchair Van (with A/C)	6 Hours	\$	0	\$
3 Position, Forward Facing Wheelchair Van (with A/C)	4 Hours	\$	3	\$
3 Position, Forward Facing Wheelchair Van (with A/C)	5 Hours	\$	0	\$
3 Position, Forward Facing Wheelchair Van (with A/C)	6 Hours	\$	0	\$

**SUMMER TRANSPORTATION (In-District and Out-of District)  
PROPOSAL FORM  
2022-2023**

**RFP Opening Date: June 10, 2022**

Vehicle Type	No. of Hours	Cost Per Vehicle Per Day	Estimated Number Needed	Total Daily Cost
Driver Assistant	4 Hours	\$	30	\$
Grand Total Daily Cost				\$

**Annual Total** = Total Daily Cost x 30 days      \$ \_\_\_\_\_ +

**\*\*\*The School District will determine the "Total Cost of this Proposal - Total Cost to Provide Transportation Services Under the Contract", by calculating the "Cost per Vehicle Per Day" multiplied by the estimated number of vehicles required as per the District's profile for this contract plus the daily rate for the driver assistant multiplied by the estimated number of driver assistants, multiplied by 30 days.**

**Unit Prices:** The District reserves the right to add additional vehicles as required in its sole discretion in accordance with the terms and conditions of this RFP. The daily costs set forth herein shall be utilized as unit prices for additional vehicles as provided for herein.

*Proposer acknowledges that the current routes/locations/programs are available for review at the District Administrative Office, and a good faith estimate of required services for the above-referenced school year has been provided by the District. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, District employee contract changes, traffic and construction demands, route modifications emergencies, government action etc. The Proposer 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.*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_

<b>SUMMER TRANSPORTATION PROPOSAL FORM</b> <b>UNIT PRICES FOR ATTENDANTS/MONITORS</b> <b>2022-2023</b> <b>(RFP Opening Date: June 10, 2022)</b>			
<b>Hours</b>	<b>Cost Per Attendant Per Specified Hours</b>	<b>Estimated No. of Assistant/Matrons Needed Per Day</b>	<b>Total Daily Cost</b>
1 Hour	\$	0	\$
2 Hours	\$	0	\$
3 Hours	\$	0	\$
4 Hours	\$	0	\$
5 Hours	\$	0	\$
6 Hours	\$	0	\$
7 Hours	\$	0	\$
8 Hours		0	
Overtime Rate (per 15 minutes)	\$		

**The District is requesting the hourly cost per attendant/per day as set forth above. The cost for attendants/monitors will not be used for purposes of calculating the Total Cost Proposal. The estimated number of attendants/monitors required is set forth in the Profile for this contract and is subject to modification in accordance with the Specifications. These unit prices will be used for driver assistants described above.**

*Proposer acknowledges that a good faith estimate of required services for the above-referenced school year has been provided by the District. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, District employee contract changes, traffic and construction demands, route modifications, emergencies, government action, etc. The Proposer 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.*

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

***RFP Confidential Route Certification***

The below certification must be completed and submitted as part of each proposer’s proposal or, at the latest, within seven (7) days of the date of the RFP opening (i.e. June 17, 2022).

***Failure to submit this form may be grounds for disqualification of the proposal.***

**CERTIFICATION**

*Proposer acknowledges that the routing and bus stop information included in this RFP may contain sensitive/confidential information. Proposer certifies that the information supplied has not been and will not be disseminated to third parties unaffiliated with Proposer. Proposer further represents and certifies that such routing information has not been retained by Proposer or affiliates and has been deleted or destroyed.*

Signature:

\_\_\_\_\_

Name:

\_\_\_\_\_

Title:

\_\_\_\_\_

Date:

\_\_\_\_\_

Sworn to before me this  
\_\_\_\_\_ day of \_\_\_\_\_, 2022

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



BOARD OF EDUCATION  
SOUTH HUNTINGTON UNION FREE SCHOOL DISTRICT

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

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

Telephone Number \_\_\_\_\_ Date of Proposal \_\_\_\_\_

The Proposer above mentioned declares and certifies:

That said Proposer has carefully examined the written specifications for furnishing the transportation services for the South Huntington Union Free School District and that said Proposer has examined and fully comprehends all of the General Conditions, Specifications, Appendices and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the Proposal documents:

- First**            That the said Proposer is of lawful age and the only one interested in this Proposal, and that no one other than said Proposer has any interest herein.
  
- Second**        That this Proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a Proposal for the same purpose, and is in all respects fair and without collusion or fraud.
  
- Third**            That no member of the Board of Education of the South Huntington Union Free School District, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this Proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof.
  
- Fourth**         That said Proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this Proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this Proposal is made.
  
- Fifth**            That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.
  
- Sixth**            The undersigned further understands and agrees that he/she is to furnish all labor, services, materials, and equipment, supplies, and other facilities and things necessary for the execution of the **Transportation Proposal forms**.

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

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

**Seventh: Proposal Security**

Each Proposer shall deposit with his/her proposal a bid bond in the amount of not less than ten percent (10%) of the proposal cost made payable to: **Board of Education, South Huntington Union Free School District** in the amount:

\$ \_\_\_\_\_

**AND** agrees that such bond shall be a measure of liquidated damages should the Proposer fail in delivery of the agreement.

**Eighth:** *Proposers should note that information about the current routes is available for review, and a good faith estimate of required services for the above-referenced school year has been provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, school district employee contract changes, traffic and construction demands, emergencies, government action or order, etc., the successful Proposer 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.*

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

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

Subscribed and sworn to before me

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

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

## QUALIFICATIONS OF PROPOSERS

**Experience and Qualifications of the Proposer:** Each proposer is required to submit the following documentation to demonstrate its experience and qualifications for the work of the Project for which a proposal is submitted:

- a. A description of its experience with transportation services of comparative size, complexity, and cost, together with documentary evidence showing that said services were completed to the Owner's satisfaction and were completed in a timely fashion, including but not limited to a listing of:
  - i. Name of school district/school or other entity for which transportation was provided;
  - ii. Type of transportation provided (e.g. home to school – large buses, home to school –vans/small buses, field/athletic trips, summer);
  - iii. Dates of services
  - iv. Name of contact person at school district/school
- b. Documentation evidencing responsible performance of services from each of the transportation service contracts it has been awarded in the last five (5) years;
- c. A statement as to whether litigation and/or arbitration was commenced by either the entity with whom the Proposer entered an agreement or the proposer as a result of the services performed by the proposer;
- d. A statement as to whether the Proposer's contract for services was ever terminated for cause was defaulted on the project by the owner;
- e. Documentation evidencing the proposer's financial responsibility, including certified financial statements prepared by a certified public accountant as set forth in more detail in the proposal specifications.
- f. Documentation evidencing the proposer's existence under the same name for the last five (5) years.
- g. Documentation reflecting the Proposer's safety programs and protocols;
- h. Accident records for all motor vehicles under the control of the proposer;
- i. Driving history of all current employees and all former employees employed by the Proposer during the last 3 years;
- j. Inspection records and model year of the motor vehicles under the control of the Proposer;

- k. NYS DOT BUSNET summary and profile for the past two rating periods for all terminals under the control of the Proposer and for the terminal from which service will be provide hereunder;
- l. Documentation evidencing the maintenance and repair history of the motor vehicles under the control of the Proposer during the last three (3) years; and
- m. Documentation evidencing the Proposer's ability to comply with the insurance requirements set forth herein.

## STATEMENT OF PROPOSER'S QUALIFICATIONS

1. Name of Proposer:

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2. Type of Business Entity:

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3. If the Proposer is a corporation, state the date and place of incorporation of the corporation.

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4. For how many years has the Proposer done business under its present name?

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5. List the persons who are directors, officers, owners, managerial employees or partners in the Proposer's business.

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6a. Have any of the persons listed in Number 5 owned/operated/been shareholders in any other companies? If so, please state name of owned/operated/been shareholders and names of other companies:

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6b. If the answer to number 6a is in the affirmative, list said persons, the names of their previous affiliations and the time period during which said person was affiliated with said other entity.

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7. Has any director, officer, owner or managerial employee had any license suspended or revoked? If the answer to this question is yes, list the name of the individual, the license he/she formerly held, whether said license was revoked or suspended and the date of the revocation or suspension.

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8. During the three year period preceding the submission of this proposal, has the Proposer been found guilty of any OSHA Violations? If the answer to this question is yes, describe the nature of the OSHA violation, an explanation of remediation or other steps taken regarding such violation(s).

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9. During the five year period preceding the submission of this Proposal, has the Proposer been charged with any claims pertaining to unlawful intimidation or discrimination against any employee by reason of race, creed, color, disability, sex or natural origin and/or violations of an employee's civil rights or equal employment opportunities? If the answer to this question is yes, list the persons making such claim against the Proposer, a description of the claim, the status of the claim, and what disposition (if any) has been made regarding such claim.

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10. During the five year period preceding the submission of this Proposal, has the Proposer been named as a party in any lawsuit arising from performance of work related to the provision of transportation services it has provided? If the answer to this question is yes, list all such lawsuits, the index number associated with said suit and the status of the lawsuit at the time of the submission of this proposal.

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11. During the five year period preceding the submission of this Proposal, has the Proposer been the subject of an investigation and/or proceedings before the Department of Labor for alleged violations of the Labor Law as it relates to the payment of prevailing wages and/or supplemental payment requirements? If the answer to this question is yes, please list each such instance of the commencement of a Department of Labor proceeding, for which project such proceeding was commenced, and the status of the proceeding at the time of the submission of this Proposal.

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12. During the five year period preceding the submission of this Proposal, has the Proposer been the subject of an investigation and/or proceeding before any law enforcement agency, including, but not limited to any District Attorney's Office? If the answer to this question is yes, please list each such instance, the law enforcement agency, the nature of the proceeding, the project for which such proceeding was commenced, if applicable to a project, and the status of the proceeding at the time of the submission of this Proposal.

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13. During the five year period preceding the submission of this proposal, has the Proposer's workforce engaged in any work stoppage? If the answer to this question is yes, please list each such instance and the action taken by the Proposer to ensure that it still provided services under any contracts to which it was a party.

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14. During the five year period preceding the proposer's submission of this proposal, has the proposer been the subject of proceedings involving allegations that it violated the Workers' Compensation Law including but not limited to the failure to provide proof of worker's compensation or disability coverage and/or any lapses thereof. If the answer to this question is yes, list each such instance of violation and the status of the claimed violation at the time of the submissions of this proposal.

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15. Has the Proposer, its officers, directors, owner and/or managerial employees been convicted of a crime or been the subject of a criminal indictment during the five years preceding the submission of this proposal? If the answer to this question is yes, list the name of the individual convicted or indicted, the charge against the individual and the date of disposition of the charge.

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16. During the five year period preceding the Proposer's submission of this proposal, has the Proposer been charged with and/or found guilty of any violations of federal, state, or municipal environmental and/or health laws, codes, rules and/or regulations? If the answer to this question is yes, list the nature of the charge against the Proposer, the date of the charge, and the status of the charge at the time of the submission of this Proposal.

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17. Has the Proposer submitted a proposal or bid on any transportation contract for the period September 1, 2012 to present? If the answer to this question is yes, upon request of the district, the proposer may be asked to supply a list of the contracts for which a bid or proposal was submitted, whether said bid/proposal was awarded to the Proposer and the expected date of commencement of the work for said contract as well as a list of those contracts the Proposer was not awarded and whether the Proposer was the lowest monetary proposer.

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18. Does the Proposer have any transportation contracts ongoing at the time of the submission of this Proposal? If the answer to this question is yes, list the transportation contracts for which the Proposer is currently providing services.

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19. Has the Proposer's transportation contract ever been terminated? If the answer to this question is yes, list the transportation contracts on which the Proposer was terminated, the nature of the termination (convenience, suspension, for cause), and the date of said termination.

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20. Has the Proposer's surety ever been contacted to provide supervisory services in connection with an on-going contract. If the answer to this question is yes, list the contract for which the surety provided supervisory services.

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Dated:

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name and Title)

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

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

## **Appendix D**

### **Conflict of Interest and Non-Collusive Certificate Iran Divestment Certification Form**

**CONFLICT OF INTEREST  
AND  
NON-COLLUSIVE CERTIFICATE**

**CONFLICT OF INTEREST CERTIFICATION**

That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.

That this proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.

That no member of the Board of Education of the South Huntington UFSD or any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

That said proposer has carefully examined the instruction to proposers, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposal and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this proposal is made.

That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Person, Firm or Corporation: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
(NOTARY PUBLIC)

## NON-COLLUSIVE CERTIFICATION

Firm Name:

Business Address:

Telephone Number:

### I. General Proposal/Proposal Certification

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

### II. Non-Collusive Certification

By submission of this proposal the proposer certifies that he/she is complying with Section 103-d of the General Municipal Law as follows:

- 1) Statement of non-collusion in proposals and proposals to political subdivision of the State. Every proposal or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where proposals are required by statute, rule, regulation, or local law, for work or services performed or to be performed or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury.
  - A. By submission of this Proposal each proposer and each person signing on behalf of the Proposer certifies, and in the case of a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the Proposer's knowledge and belief:
    1. The prices in this Proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.
    2. Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
    3. No attempt has been made or will be made by the Proposer to induce any other person partnership or corporation to submit a proposal for the purpose of restricting competition.

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

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

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

(SEAL OF CORPORATION)  
Corporate or Company Name

By: \_\_\_\_\_  
Signature

Subscribed and sworn to before me  
this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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

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

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

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

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

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

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

SWORN to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2022

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



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

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

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

Address of Proposer: \_\_\_\_\_  
\_\_\_\_\_

Has proposer been involved in investment activities in Iran? \_\_\_\_\_

Describe the type of activities including but not limited to the amounts and the nature of the investments (e.g. banking, energy, real estate) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

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

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
SIGNED

SWORN to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

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

**Appendix E - Vehicle List**

I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Bus Company Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

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

Make/Model	Year of Manufacturing	Seating Capacity	Fuel Type

\*\*Attach additional sheets as required. Make copies of this sheet.

**APPENDIX F - HOLD HARMLESS AGREEMENT**  
**THIS FORM MUST BE SIGNED AND NOTARIZED AND SUBMITTED WITH PROPOSAL**

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

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

THE ASSUMPTION OR INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT. THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND HEREUNDER, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, THE BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE ARISING OUT OF OR FROM THIS AGREEMENT, 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.

Person, Firm or Corporation: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

Sworn to before me this

\_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(NOTARY PUBLIC)

**APPENDIX G**

**SEXUAL HARASSMENT TRAINING FORM**

**Sexual Harassment Prevention Certification Form**

By submission of this proposal, the person signing on behalf of the proposer certifies, under penalty of perjury, that: the proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace; the proposer provides annual sexual harassment prevention training to all of its employees; and that the principal(s) and all employees of the proposer have completed the sexual harassment prevention training in the last twelve (12) months. Such policy shall, at a minimum, meet the requirements of Section 201-g of the Labor Law.

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

Proposer Address: \_\_\_\_\_

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

Signature: \_\_\_\_\_

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

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

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

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

**APPENDIX H**  
**DISTRICT TRANSPORTATION POLICIES**