

**WASHINGTONVILLE  
CENTRAL SCHOOL DISTRICT  
52 WEST MAIN STREET  
WASHINGTONVILLE, NY 10992  
ARTICLE 1: GENERAL GUIDELINES**

ARTICLE 1.1: Introduction

The Washingtonville Central School District is requesting proposals for the provision of bus service herein described. The enclosed Specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by this Specification 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 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. *The minimum number of points to be considered for an award is 80.*

<u>Category</u>	<u>Points</u>
I.	
A. Previous experience of proposer in school bus transportation.	8
B. Name of each additional transportation company in which proposer is or has been a principal and the proposer's experience with same.	3
II.	
A. Safety programs implemented by proposer. Include supporting documents in proposal.	10
B. Record of accidents in motor vehicles under the control of the Proposer for the past three (3) years, if applicable. List insurance runs and ratio of injury vs. physical damage.	5
C. Driving history of employees of the company and driving practices. Include abstracts and driving records.	7
D. Inspection records and model year of the motor vehicles under the control of proposer NYS DOT BUSNET score. Include BUSNET for <b>all New York Department of Transportation (NYDOT) locations.</b>	18
E. Maintenance schedule of the motor vehicles under the control of the proposer. List programs and preventive maintenance programs implemented and followed.	7
III.	
A. Financial analysis of proposer (include financial statements)	6
B. Compliance with the state and local insurance and bonding requirement. Include insurance certificate.	6
IV.	
A. Overall cost of proposal over the period of time requested Points will be awarded as a percentage of all proposers	30
<i>Total:</i>	<i>100</i>

The District reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer, which may or may not be expressed in this Specification description.

Scoring Information:

<b>ITEM NO.</b>	<b>CATEGORIES TO WHICH POINT VALUES ARE BEING ESTABLISHED</b>	<b>ITEM POINT VALUE</b>	<b>MAXIMUM POINT VALUE</b>	<b>POINTS AWARDED</b>
<b><u>1a</u></b>	<b><u>PREVIOUS EXPERIENCE</u></b>		<b>8</b>	
	The evaluator will rate the proposers' previous experience in providing service to the District, and other districts of comparable size. Priority should be given to the level of service provided by the District. Safety, on time performance, problem solving, accessibility of management, and driver appearance are to be considered in evaluation of the proposer. Scores may range from a high of 8 points to a low of 0 points.			
	0-3 years of acceptable experience	0		
	4-6 years of acceptable experience	1		
	7-9 years of acceptable experience	2		
	10 or more years of acceptable experience	3		
	Experience of Terminal Manager and other members of managerial and supervisory staff to perform the work requested	2		
	References	3		
<b><u>1b</u></b>	<b><u>OWNER &amp; MANAGER</u></b>		<b>3</b>	
	The evaluator will rate the interaction with managers & owners during the course of performance in the District. If the proposer has not had previous experience with the District, the evaluator should contact other districts where comparable service has been provided by the proposer. Scores may range from a high of 5 points to a low of 0 points.			
	Primary ownership and management of the transportation company submitting the Proposal has been the same for ten (10) or more years	3		
	Primary ownership and management of the transportation company submitting the	2		

	Proposal has been the same for seven (7) or more years			
	Primary ownership and management of the transportation company submitting the Proposal has been the same for four (4) or more years	1		
	Primary ownership and management of the transportation company submitting the Proposal has been the same for three (3) or less years	0		
<b><u>2a</u></b>	<b><u>SAFETY PROGRAMS</u></b>		<b>10</b>	
	The evaluator will rate the safety programs implemented by the proposer and compliance with all appropriate State Agencies. Evaluation of training programs, manuals, drug and alcohol testing, as well as mandated courses should be considered. Scores may range from a high of 10 points to a low of 0 points.			
	Hiring criteria exceeds the state requirements. Hiring criteria is to be stated/described.	2		
	Hiring criteria meets the state requirements. Hiring criteria is to be stated/described.	1		
	Training program exceeds the State/industry requirements. Training program is to be stated/described	2		
	Training program meets the State/industry requirements. Training program is to be stated/described	1		
	Safety Coordinator/Driver Trainer at terminal or assigned to the terminal, is an Article 19-A Examiner.	2		
	Safety Coordinator/Driver Trainer at terminal or assigned to the terminal, is an School Bus Driver Instructor (SBDI)	1		
	Safety coordinator/Driver Trainer at terminal or assigned to the terminal has at a minimum completed two out of four certification programs listed below (or equivalents) that are above the minimum requirements. However, certification as a NAPT Pupil Transportation Safety & Training Specialist would be sufficient for	2		

	any two of the other certification areas listed.  Examples of certification programs are; (1) passenger management, (2) attendant instruction, (3) accident management and investigation, (4) school site management. If other industry standard and/or company developed safety training certification exists, please so state and explain.			
	Evaluation of drivers exceeds State requirements (Article 19-A of VTL as well as SED requirements). Evaluation of drivers is to be stated/described.	2		
	Evaluation of drivers meets State requirements (Article 19-A of VTL as well as SED requirements). Evaluation of drivers is to be stated/described.	1		
<b>2b</b>	<b><u>ACCIDENTS</u></b>		<b>5</b>	
	The evaluator should consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving injury should be weighed more heavily than minor damage accidents. Scores may range from a high of 5 points to a low of 0 points.			
	The average of the number of accidents per ten thousand miles traveled for the three calendar years (2017, 2018 and 2019) as reported on each <b>ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT (DS-3.3)</b> is .05 or less	5		
	The average of the number of accidents per ten thousand miles traveled for the three calendar years (2017, 2018 and 2019) as reported on each <b>ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT (DS-3.3)</b> is .06to .15.	3		
	The average of the number of accidents per ten thousand miles traveled for the three calendar years (2017, 2018 and 2019) as reported on each <b>ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT (DS-3.3)</b> is .16 to .25.	1		

	The average of the number of accidents per ten thousand miles traveled for the three calendar years (2017, 2018 and 2019) as reported on each <b>ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT (DS-3.3)</b> is .26 or higher.	0		
<b><u>2c</u></b>	<b><u>DRIVING HISTORY OF EMPLOYEES</u></b>		7	
	The abstract standards are to be for the Proposer as well as any of its affiliated or related companies presently or previously owned or managed in part or in totality by the Proposer and /or principal(s) of the Proposer within the last three (3) years for the type of transportation for which this proposal is being submitted. Proposer shall clearly indicated the company to which each record relates.			
	Abstract review standards exceed State requirements –Abstract review standards are to be stated/described.	7		
	Abstract review standards meet State requirements. Abstract review standards are to be stated/described.	5		
<b><u>2d</u></b>	<b><u>VEHICLE MAINTENANCE</u></b>		18	
	The New York State DOT BUSNET ratings for the proposer for ALL terminals in NYDOT will be considered. Scores for this section will be determined by the Three-year average BUSNET ratings as follows:			
	97.0-100% average for ALL terminals	14		
	94.0-96.9% average for ALL terminals	9		
	90.0-93.9% average for ALL terminals	5		
	89.9% or lower average for ALL terminals	0		
	As shown by the vehicle listing in this proposal, no buses shall be over 10 years old and the average age of the buses is seven (7) years old or less as of the first (1 <sup>st</sup> ) of each school year.	5		
<b><u>2e</u></b>	<b><u>Maintenance Schedule of the Motor Vehicles under the Control of the Contractor.</u></b>		7	

	The maintenance schedule is to be submitted for all vehicles owned or operated by the Proposer that will be used in the performance of this contract.			
	Preventive maintenance exceeds chassis manufacturer's recommendations in time and/or mileage. Chassis manufacturer's recommendations are to be stated/described.	2		
	Preventive maintenance meets chassis manufacturer's recommendations in time and/or mileage. Chassis manufacturer's recommendations are to be stated/described.	1		
	Clearly identified and monitored system is in place to ensure the vehicle defects reported by drivers are repaired in a timely and complete manner.	1		
	Ration of full-time dedicated technicians to buses is 20:1 or lower.	2		
	Ration of full-time dedicated technicians to buses is 21:1 to 26:9.	1		
	Ration of full-time dedicated technicians to buses is 27:1 or higher.	0		
	The Contractor utilizes industry standard fleet maintenance software and/or tracking systems to record and track vehicle maintenance that will enable the School district to view quickly, fully and historically the maintenance services on the vehicles in service to it.	2		
<b>3a</b>	<b><u>FINANCIAL ANALYSIS</u></b>		<b>6</b>	
	The evaluator will review the financial documents submitted to determine the financial strength of the proposer. Added value should be given to proposers submitting certified financial statements or in the case of publicly traded companies, their annual report. Scores may range from a high of 6 points to a low of 0 points.			
	Financial statements of the Proposer, its affiliated and/or related companies for the last three (3) years have been prepared in accordance with Generally Accepted Accounting Principles (GAAP), or	1		

	International Financial Reporting Standards (IFRS).			
	Financial statements of the Proposer, its affiliated and/or related companies for the last three (3) years have been audited or reviewed by an independent Certified Public Accountant (CPA) in accordance with Generally Accepted Accounting Principles (GAAP) and found to be unqualified.	1		
	The audited or reviewed financial statements of the Proposer, its affiliated and/or related companies for the last three (3) years are found to be satisfactory and without qualifications by the School District.	2		
	There are no pending claims or lawsuits the would-be material to this contract, nor any outstanding judgements or liens against the company, any affiliated companies, or principal(s) of the proposer that could result in a financial loss to the Proposer or principal(s) of the Proposer.	2		
	The Proposer's independent Certified Public Accountant, or the School District's independent auditor or comparable independent and qualified person, has issued a disclaimer of opinion, an adverse opinion, or a going concern qualification.	0		
	The Proposer, its affiliated and/or related companies, or principal(s) of the Proposer, has filed for bankruptcy (including reorganization under Chapter 11 of the United State Bankruptcy Code) within the last seven (7) years.	0		
	The Proposer, its affiliated and/or related companies, or principal(s) of the Proposer, has been denied a Performance Bond within the last seven (7) years	0		
<b>3b</b>	<b><u>INSURANCE</u></b>		<b>6</b>	
	The evaluator will review all information submitted to ascertain that the District's requirements are fully met. Score may be 5 points for full compliance or 0 points for non-compliance.			

	The base insurance carrier has a current A.M. Best Secure financial strength rating of Superior (A++, A+)	3		
	The base insurance carrier has a current A.M. Best Secure financial strength rating of Excellent (A, A-)	2		
	The base insurance carrier has a current A.M. Best Secure financial strength rating of Good (B++, B+)	1		
	The base insurance carrier has a current A.M. Best Secure financial strength rating of Vulnerable (B to S), or Not Rated Category (NR-1 to NR-5)	0		
	The surety company for the Performance Bond has a current A.M. Best Secure financial strength rating of Superior (A++, A+)	3		
	The surety company for the Performance Bond has a current A.M. Best Secure financial strength rating of Excellent (A, A-)	2		
	The surety company for the Performance Bond has a current A.M. Best Secure financial strength rating of Vulnerable (B to S), or Not Rated Category (NR-1 to NR-5)	1		
<b>4a</b>	<b><u>OVERALL COST</u></b>		<b>30</b>	
	The scores for total cost of the proposal will be scored as follows:			
	<u>30 points for the lowest cost proposal</u> Points for overall cost will be awarded as based on a formula awarding 30 points to the lowest proposer and deducting the percentage difference between the lowest proposer and the other proposers. (i.e.) if the total cost between the lowest proposer and the next lowest proposer is 10%, then proposer two will have 3 points deducted from the maximum score of 30.			
	<b><u>TOTAL SCORE</u></b>			



**LEGAL NOTICE**

**NOTICE TO RESPONDERS**

The Board of Education of the Washingtonville Central School District, Washingtonville, New York, (in accordance with Section 103 of Article 5-A of the General Municipal Law) invites the submission of sealed requests for the following:

**2019-07 RFP for Private School Transportation**

**2020-2021**

In light of the current situation with the Corona virus, its' impact and as it continues to evolve, the District offices are currently closed to the public. We are requesting that the submittal requirements for this RFP be done electronically via email to our Purchasing Department.

Please email responses to Jeanne DeLongis, Purchasing Agent at [jdelongis@ws.k12.ny.us](mailto:jdelongis@ws.k12.ny.us), not later than 2:00 p.m., Thursday, April 30, 2020.

Subject line must contain the following: **"RFP PRIVATE SCHOOL TRANSPORTATION"**

If you are not able to comply with this requirement, please contact me.

Specifications and RFP Forms may be obtained from the Jeanne DeLongis, at 845-728-9858 or email: [jdelongis@ws.k12.ny.us](mailto:jdelongis@ws.k12.ny.us).

The Board of Education reserves the right to reject any or all responses.

DATED: April 7, 2020

Jeanne C. DeLongis  
Purchasing Agent

**WASHINGTONVILLE CENTRAL SCHOOL DISTRICT**

**VARIOUS TRANSPORTATION ROUTES 2020-2021**

**PROPOSER INFORMATION FORM**

**EMAIL BY:** 2:00 PM

**DATE:** April 30, 2020

Email: Jeanne DeLongis, Purchasing Agent at [jdelongis@ws.k12.ny.us](mailto:jdelongis@ws.k12.ny.us)

Subject line must contain the following: **“RFP PRIVATE SCHOOL TRANSPORTATION”**

A confirmation of receipt will be sent back to you.

Mail:

**PROPOSAL BOND or CERTIFIED CHECK – must be Mailed to:**  
Washingtonville Central School District  
**PRIVATE SCHOOL TRANSPORTATION**  
52 West Main Street  
WASHINGTONVILLE, NY 10992

**Proposer’s Information**

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

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

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

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

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

e-mail: \_\_\_\_\_

## INSTRUCTIONS TO PROPOSER

1. Inspect carefully all general and special provisions of this Proposal document.
2. Complete the “Proposal Certification” and the Forms of Proposal. Be sure to sign in all required places, and initial each page where indicated. If no Proposal is being submitted for a particular item please so indicate in each space by entering “No Proposal” wherever a price is indicated. All spaces must be completed with either a Proposal amount or “No Proposal” designation.
3. Return this complete bound document (without removing any sheets), along with all other required materials as detailed in these documents. All materials submitted to the District pursuant to this Proposal become the property of the District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files.
4. Proposals must be emailed to [jdelongis@ws.k12.ny.us](mailto:jdelongis@ws.k12.ny.us) by 2:00 PM on April 30, 2020. Subject line must contain the following: **“RFP PRIVATE SCHOOL TRANSPORTATION”**
5. Proposals will remain firm for a period of 45 days following the date of the opening, and shall thereafter remain firm until the Proposer provides written notice to the District’s Business Office that the Proposal has been withdrawn.
6. The Proposer must furnish, at its own expense, a Proposal bond or certified check in the amount of ten percent (10%) of the calculated gross Proposal amount. Proof of Bond ability for a Performance Bond equal to 100% of the annual contract is also required. Cost for Proposal bond/performance bond to be determined by scope of work as outlined in Proposal.  
PROPOSAL BOND or CERTIFIED CHECK – can be **Mailed** to:  
Washingtonville Central School District  
PRIVATE SCHOOL TRANSPORTATION  
52 West Main Street  
WASHINGTONVILLE, NY 10992
7. RFP Proposals will be received until **2:00 PM on April 30, 2020 via email.**
8. **Proposal Bond or Certified Check will be received via mail postmarked by April 30, 2020.**



## I. GENERAL CONDITIONS

All invitations to Proposal issued by the Washingtonville Central School District will bind Proposers and the successful Proposer to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Washingtonville Central School District.

### DEFINITIONS

- “Addenda”** - written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Proposed Documents by additions, deletions, clarifications, or corrections.
- “Proposal”** - an offer to furnish materials, services, supplies, and/or equipment in accordance with the invitation to Proposal, the general conditions, and the specifications.
- “Proposer” or “Contractor”-** any individual, company, or corporation submitting its Proposal, and qualified consistent with the “Proposer Qualifications” section of this document.
- “Board”** - the Board of Education of the School District.
- “Contract”** - an agreement duly executed by the District and the Contractor which calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements and specifications in the Proposal, for a price to be paid by the District.
- “School District”** - shall mean the legal designation of the Washingtonville Central School District
- “Specification”** - description of services to be performed by the Proposer and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- “Successful Proposer”** - any Proposer to whom an award is made by the School District.

## II. PROPOSER QUALIFICATIONS

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

The following minimum requirements must be met to qualify for proposing:

- a. The Proposer must possess and demonstrate facilities, knowledge and capabilities to satisfy all New York State Department of Transportation rules, regulations and vehicle inspection requirements. The Proposer must provide the District with a copy of its BUSNET Bus Inspection Operator Profile Summary for calendar years 2019 (year to date), 2018, and 2017. The District will require all Proposers to possess a profile that reflects an out-of-service (OOS) rate that is less than 10% for the period specified. **Any Proposer with a 10% or greater out-of-service (OOS) rate will be deemed unqualified.**
- b. The Proposer must possess and provide the District with a copy of its Company Drug & Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter. A copy of the 2019 Annual Report of Drug & Alcohol Testing Results must also be submitted.
- c. The Proposer must employ a Safety Supervisor(s) who is a NY State Department of Motor Vehicle-certified Article 19A Examiner and a NY State Education Department-certified School Bus Driver Instructor (SBDI). The Proposer must provide the District with the names and respective certification numbers of all employees so certified.
- d. The Proposer must provide the District with a reference list which lists the names of all school districts served by it with a comparable program, including the names and telephone numbers of each business or transportation official the Proposer collaborates with. This reference list shall include all school districts the Proposer has served during the past three (3) school years. The Proposer must have held contracts with these school districts under the same company or corporation name.
- e. The Proposer must be financially responsible as demonstrated by:
  1. The submission of audited or reviewed financial statements that, in the opinion of the Board, have been satisfactory for the last three (3) years. The last three years should include the period ending 2019.
  2. The lack of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens.

3. The Proposer has not been denied a Performance Bond within the last seven years. Proof of bond ability must be provided with any Proposal submitted.
  4. A satisfactory credit history as demonstrated by a review that may be made by the District.
- f. The Board of Education reserves the right to investigate all references and information submitted by the Proposer pursuant to the requirements of these Proposal documents. Upon investigation and evaluation, the Board of Education may choose to reject any Proposal where it is found that the Proposer's qualifications are not consistent with the information presented.
  - g. 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.
  - h. 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 2.8: Schedule of Events

<i>Event</i>	<i>Date</i>
<i>RFP Released</i>	<i>April 10, 2020</i>
<i>Deadline for Questions</i>	<i>April 30, 2020 @ 2:00 PM</i>
<i>RFP Due</i>	<i>April 30, 2020 @ 2:00 PM</i>
Proposal Bond ~ postmarked by	<i>April 30, 2020</i>
<i>Start of Contract</i>	<i>July 1, 2020</i>

**III. AWARD**

1. The District and its Board will employ every effort to make an award within forty-five (45) days after the date of the Proposal opening and all Proposals shall remain firm during that time period. The District further reserves the right to make awards following this initial forty-five (45) day period to any Proposer who has not provided written notice to the District's Business Office that its Proposal has been withdrawn.





The successful Proposer shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Proposer, as well as attorney's fees incurred in contracting with another party.

4. It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part thereof to any person, company or corporation, without the previous written consent of the District.

5. The Notice to Proposers, General Conditions, Proposer Qualifications, Specifications and any 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(s) itself.

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

7. It is understood that the Contract(s) in no way excludes the District from using its own vehicles, or services provided by other school districts or BOCES, or in any way limits the District from using other contractors in performing similar or other services.

8. Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by the District.

## **V. GUARANTEES BY THE SUCCESSFUL PROPOSER**

1. The District may at any time by a written order, require the performance of extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.

2. The successful Proposer warrants and guarantees:

- a. That the Proposer is financially solvent and the Proposer 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.



unpaid of any persons supplying labor or materials. The 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.

4. The cost of the route will be shared equally among the participating districts. The contractor will invoice each district separately.do not need this if we aren't participating with other districts.

## **VII. SAVINGS CLAUSE**

1. The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract(s) shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful Proposer except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

## **VIII. SPECIFICATIONS**

### **SCOPE**

The District reserves the right to increase or decrease the number of buses over the life of the contract, due to an increase or decrease in schools serviced, student population, change in school's hours, or any other demographic change. The cost of the added buses, if needed, will be at the per diem cost approved in the contract. The 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.

These specifications are intended to provide for transportation services for Various Transportation Routes 2020-2021 for students residing in the Washingtonville Central School District who attend schools listed in Appendix A.

At this time, we anticipate the need for transportation for approximately 750 students and the District will notify the Contractor of the 2020-2021 student counts by July 30, 2020. Students who move into the school district mid-year will register with the District and the District will notify the Contractor of new students. The Contractor is not permitted to transport students who are not registered with the District and the Contractor will not be paid for transporting students who are not registered with the District.

A list of District designated school bus stops will be provided to the Contractor. Upon request, the contractor must provide the District with copies of transportation routes that are being used to transport the District's registered students.

Hours of operation - first bell time no earlier than 7:00 a.m. and last bell no later than 5:30 p.m.

Days of operation – bus service is to be provided only Mondays – Fridays for dates on the Washingtonville CSD approved School Calendar as attached.

Route combinations are subject to change.

### **SCHOOL DISTRICT REPRESENTATIVE**

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

### **PROPOSAL BOND**

The Proposer will be required to furnish, at its own expense, a Proposal bond or certified check in the amount of 10% of the Proposal for the Transportation Routes 2020-2021 program.

## **IX INSURANCE**

All Proposers must comply with the following Insurance Requirements:

- a. Enclosed with the Proposal submission, the Proposer must include a letter from an insurance carrier or agent stating that no less than the minimum limits of insurance required in the Proposal request will be met. The insurance carrier must be licensed to do business in New York State and must be rated in the latest edition of A.M. Best's *Insurance Guide* as secured.
- b. Notwithstanding any terms, conditions or provisions, in any other writings between both parties, the transportation contractor hereby agrees to effectuate the naming of the District as an Additional Insured on the transportation contractor's insurance policies, except for workers' compensation and N.Y State Disability insurance.
- c. Minimum insurance coverage amounts for each bus will be:
  1. Automobile insurance with a symbol "1" covering all school vehicles, including hired and non-owned vehicles, with limits of at least \$1,000,000 combined single limit (bodily injury and property damage). No aggregate limit. Coverage at least equal to ISO form #CA 00 01 12 93. No endorsements reducing or limiting coverage.
  2. \$5,000 medical payments per person.
  3. Commercial General Liability with limits of at least \$5,000,000 per occurrence/\$5,000,000 aggregate as well as \$1,000,000 for sexual misconduct. Aggregate to apply per project. Coverage for bodily injury, property damages, personal injury and advertising injury. Coverage at least equal to ISO form #CG 00 01 01 96. No endorsements reducing or limiting coverage.

4. \$10,000,000 umbrella or excess liability coverage is required. No aggregate limit to apply to automobile liability coverage. Must be at least following form of underlying coverages.
- d. Workers' Compensation coverage covering all employees in amounts as required by New York State law.
- e. Disability Benefits coverage covering all employees in amounts as required by New York State law.
- f. Policies shall include coverage for "sexual abuse and molestation."
- g. Said policy or policies shall be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the Board of Education of cancellation or content change. Notwithstanding any terms, conditions or provisions, in any other writing between 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 policy naming the District, as an additional insured shall state that the Contractor's coverage shall be primary coverage for the District, its Board, employees and volunteers. The Contractor shall also agree to indemnify the District for any applicable deductibles.
- h. The limits outlined above are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- i. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date.
- j. The Contractor shall hold harmless, defend and indemnify the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the Contractor.
- k. All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days prior written notice to the District. It shall further state that a similar thirty (30) days prior written notice will be given to the District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information.

1. 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.

### **X BOOKS AND RECORDS**

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract by the Department of Audit and Control as required by Section 3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract(s) may be examined at a mutually agreeable time by duly authorized representatives of the District. The Contractor shall maintain all books and records for a period of six (6) years from the date of the expiration of termination of the contract.

### **XI PERFORMANCE BOND**

The Proposer shall furnish a performance bond equal to 100% of the Contract to guarantee the faithful performance of such Contract upon the request of the district. Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney of the District. The Surety Company must have a policyholder's rating not lower than "A" and a financial rating in the latest edition of A.M. Best's *Insurance Guide* as secured. The performance bond shall be furnished to the District at least thirty (30) days before initiation of Contract service for each year, if required. Failure to meet this requirement on an annual basis, upon the request of the district, may result in termination of the Contract at the sole discretion of the District. **However, proof of bond ability must be submitted with the Proposal.**

### **XII CONTRACT PAYMENTS**

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a properly itemized invoice. Such payments shall be made monthly on the basis of services already rendered, subject to verification by the District. If the invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revisions that would affect the total yearly cost.

### XIII TERM

The terms of the Contracts are: the contracts start 7/1/20 to 6/30/21. The District, being sufficiently satisfied with the level of quality and cost of these services, may choose to extend the contract in the subsequent year(s) consistent with the then current SED regulations.

### XIV PHYSICAL EXAMINATIONS AND PERFORMANCE TESTING

The physical examinations and physical performance testing of school bus drivers shall be at the driver's or the Contractor's expense. All examinations and testing must be completed as required by regulations of the Commissioners of Education and Motor Vehicles. All school bus drivers must also comply with any and all Federal drug and alcohol testing requirements that may be mandated during the term of this Contract(s)

### XV CONTRACTOR'S RESPONSIBILITIES

#### **A. Personnel Matters**

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

1. 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 school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. **All bus drivers and bus monitors must understand and speak English.**
2. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District or its Superintendent of Schools shall have the right to direct the contractor to remove any person. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or bus monitors or to direct that they be replaced, without being limited to considerations of health and driving records.

3. An “Operations Supervisor” will be provided by the Contractor hereunder. Said Supervisor will be directly responsible for the operation of all buses under contract and for contacts with parents regarding transportation problems within the District provided, however, that all such operations and parent contacts are authorized by the District’s Superintendent of Schools or designee. Said Supervisor 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. Said Supervisor and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract(s), as well as prior to the beginning of each day’s hours of service, and for meetings with representatives of the District.
4. All drivers and monitors (if needed) provided by the Contractor pursuant to the Contract(s) shall be properly dressed.
5. The Contractor must comply with all State, Federal and local laws and regulations, and Regulations of the Commissioners of Education and Motor Vehicles, regarding school bus driver employment and bus operation, and any regulations relative to the employment of bus monitors.
6. Each driver and/or bus monitor performing services pursuant to the Contract(s) shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the State of New York. The Contractor shall employ a qualified full-time “Driver Trainer”, SED-certified as a School Bus Driver Instructor, who will also personally travel each route with the assigned driver at least once per year to survey not only the driver’s performance but route hazards and equipment utilization. Any Contractor hereunder must comply particularly with the Regulations of the Commissioners of Education and Motor Vehicles as they apply to safety regulations for drivers.
7. Annually each school bus driver performing services pursuant to the Contract must undergo the physical examination required by Section 156.3 of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the District’s Superintendent of Schools or designee in writing on the forms prescribed by the Commissioner. The costs of such examinations shall be paid by the bus driver or by the Contractor.
8. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District’s Superintendent of Schools or designee. The Contractor shall submit to the District no later than 14 days prior to the beginning of each contract year, a list of names and addresses, and complete copies of the Article 19A files (where required) for each regular and substitute bus driver and monitor employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date and at the time such hiring or termination takes place.



9. The Contractor shall at all times have “standby or shape drivers” available in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of standby drivers shall not be less than 10% of the number of drivers required to bring children to and from school on a regular basis.
10. 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 extinguishers, first aid equipment, windows, and roof hatches as a means of escape in case of an accident. Similar drills for students shall be conducted by the drivers under the general supervision of the Contractor and the District at such times and in such fashion as may be required by the applicable laws and regulations of this State. Normally these drills are conducted three times annually, during the first week of the school year, the first week of December and the first week of April.
11. **The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior approval of the District.** Additionally, prior to the first day of school and throughout the year(s) as needed, all drivers shall traverse (“dry run”) their assigned routes until they become thoroughly familiar with all stops and roads.
12. The Contractor, along with their respective drivers, will be responsible for the safety and supervision of the children transported under the Contract(s). Additionally, proper supervision shall be provided at transfer points at the Contractor’s expense. The judgment of the District as to the adequacy of such supervision shall be final. The transfer of children transported under contract from one vehicle to another, or one route to another, may not be undertaken by the Contractor without the expressed approval of the District for such transfer(s). Approval may be denied by the District if it is in the best interests of the child(ren) to do so.
13. **No kindergarten child(ren) are to be released without supervision. If there is no one to meet the child or if the kindergarten child is not with a sibling, the child shall be kept on the bus and dispatch is to be notified IMMEDIATELY. The bus driver must check his/her bus for sleeping children at the end of each run.**
14. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District’s premises or buses utilized pursuant to the Contract(s) 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 any bus, or on school property, by the 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.
15. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus.
16. Under no circumstances shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized 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. In the case of emergency, the driver shall notify the District (personally or through the dispatcher or supervisor) as soon as practical.

17. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pick-ups and 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.
18. The District may provide direct private line telephone equipment and/or radio service between the dispatch operations center and the District's transportation office. The Contractor shall have an operating fax machine located at the operations center, and supply the District with this fax number.
19. Bus monitors/attendants shall be 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 monitors, must be capable of being trained in first aid and CPR practices necessary to ensure the well-being of the pupils being transported.

**B. Vehicles**

1. 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 buses will have valid New York State Department of Transportation operating/inspection certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on school buses used during the term of this Contract.

In addition to the necessary school buses to meet the scheduled needs, the Contractor is required to have sufficient spare buses located at such place to ensure that the spare bus can respond to a vehicle need within thirty (30) minutes.

Due to the unique capabilities of certain school buses the Contractor must maintain at least one spare of each type of bus utilized. School buses used in the performance of this Contract shall all be **2010 or newer**, designed to conform to NY State Department of Transportation standards. At no time during the life of this contract shall a school vehicle be older than 10 years from its original in-service date. The following safety features must be installed on all school buses and the contractor must certify this to the District:

- a. working seat belts installed for each seating position
- b. high-back padded passenger seats
- c. flashing red school lights and fully-functioning stop sign
- d. two-way radios of at least 50-watt capacity sufficient to reach all vehicles in operation from the dispatch point to the most distant point of travel
- e. handrails that pass industry standard drawstring tests
- f. "eyebrow" crossover mirrors installed on both front fenders
- g. the contractor's telephone number posted at the rear of each vehicle's body

- h. video cameras owned by the contractor and installed in each of the school buses operated in the Washingtonville Central School District by the contractor.

The Superintendent or his/her designee reserves the right to reject school buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses.

2. Proposers are required to provide with their Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each school bus to be used in fulfilling this Contract.
3. 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. This shall especially include the maintenance Sections 720.21, 721, 722 and 723 of the New York State Department of Transportation Rules and Regulations.
4. All equipment used in performance of this contract must be equipped with seat belts for all passengers.
5. All equipment used in the performance of this contract must be equipped with a GPS system, a system to ensure no child is left unattended on the bus, similar to Child Checkmate, and a camera bus monitoring system, as specified below.
6. The Contractor will utilize a GPS system and will be financially responsible for all repairs and replacement of the GPS when necessary. The contractor will also provide access to the digitized information from the GPS system either as requested or through network access. The data will be on paper or in a digitized format as requested by the district. A detailed description of the proposed system and its capabilities must be provided with the proposal.
7. All buses used in the performance of this contract must be equipped with a system to detect unattended children on buses without an adult on board. This system must be able to sound an alert, both audible and visual, as well as notify a responsible individual by electronic means such as email or text. A detailed description of the proposed system and its capabilities must be provided with the proposal
8. All buses used in the performance of this contract must be equipped with four (4) video cameras if they are 66+ passenger, with three (3) cameras if they are Type A, which will run while trips are being conducted with students on board. Contractor and District will agree on the placement of cameras on the buses. There is no requirement for cameras on the 7-passenger vehicle. Video recording must be provided to the District, upon request. All cameras and recorders shall be kept in good working condition by the successful proposer(s). If video equipment is found to be malfunctioning a repair order for the work must be presented to the District within 48 hours of the defect being found, failure to repair malfunctioning equipment may result in a violation of the contract. Video surveillance systems shall be capable of recording a minimum of thirty (30) consecutive days on each media storage device. The Contractor shall include in their Proposal package specific information about the camera system that will be provided.
9. The successful proposer shall provide the District with a two-way radio capable of monitoring vehicles supplied to the District in performance of this contract.
10. Fuel for this proposal shall be the sole responsibility of the successful proposer for the base Proposal. As an alternative Proposal, price with fuel provided by the district. In the alternative, the contractor must have a fuel tank that can hold a minimum six thousand gallons.

11. All vehicles to be used in the performance of this contract shall not be older than ten (10) years and the average age shall not exceed seven years (7) as of the 1<sup>st</sup> day of each school year.
12. Contractor to Maintain District Fleet: The District is requiring that the Proposer maintain its DOT vehicle fleet. The proposed charge for maintenance shall be based on a per hour labor rate and a part plus markup charge. Both must be submitted with the Proposal. Hourly labor charges will be rounded to the nearest 10 minutes.
13. The successful contractor must equip all buses with two-way radios and ensure they are operating and active at all times while transporting pupils. All vehicle that transport pupils outside of the radio coverage area shall be equipped with cellular or digital radios at no additional cost.
14. All buses are required to carry proper identification signs. These identification signs are to identify the route being operated to the school's staff, parents and pupils. The district and contractor shall agree on the format and wording of the identification.

**C. Facilities**

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for school buses used in the operation of this Contract. School buses shall be safely parked and secured at the Contractor's location. Each Proposer shall provide the exact location of its nearest established maintenance facility that meets current D.O.T. requirements. The District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. Contractors should have a facility within 30 minutes of the Washingtonville Central School District to respond to vehicle break down incidents in a timely fashion.

**D. Fuel**

The Contractor shall be responsible for obtaining, storing and paying for all fuel required under this Contract. The Contractor's storage tank(s) shall meet all regulations of any regulatory agency and shall be free of any internal leaks that may contaminate stored fuel. The contractor shall be solely responsible in the event there is any leakage or contamination from such storage tanks.

**E. Tolls**

The cost of tolls incurred by the Contractor for the Transportation Routes 2020-2021 program will not be reimbursed by the district.

**F. 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.

**G. Maintenance Program**

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

**H. 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. A physical inspection of these facilities may be part of this evaluation. Photographs may be included. The facility must be located within 15 miles of the district offices at 50 West Main Street, Washingtonville, NY 10992

**I. NYSDOT Records**

A current report from the NYSDOT Busnet computer database must be submitted for the previous three 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.

**XVI SAFETY REQUIREMENTS**

School buses providing service under this Contract must be operated at all times by capable and competent personnel at safe and reasonable rates of speed and in accordance with applicable laws and regulations. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all precautions for the safety of students in their transportation to and from school. All students are to enter and leave buses at the curb and at no time are students to be transported off public highways, except in compliance with present practice. All school bus drivers and monitors will be trained as to how to ensure students are safely loaded and unloaded. This training shall include, but is not limited to, an understanding that all children, particularly those in primary grades (K-2), must be supervised carefully at all times, but especially in the afternoon (PM), and that most fatal school bus accidents occur when a child is struck by his/her own bus (BOB). All bus drivers shall be trained and must possess a complete understanding of proper crossing techniques for students who are “crossers” and be absolutely committed to observing the “15-foot rule” whereby students must be safely away from their bus by at least 15 feet before the driver closes the bus doors and pulls away from a bus stop. As required by New York State Education Law, all bus drivers operating buses under this Contract shall have completed the minimum pre-service driver training, have completed the 20-hour basic school bus driver class and receive at least two (2) refresher classes of 2-hours duration at times consistent with the law (the first between July 1 and the 1<sup>st</sup> day of school and the second between December 1 and January 31). The District encourages the Contractor to exceed these minimum training requirements by holding additional safety classes periodically.

**XVII ROUTE SCHEDULING**

A. The Board of Education reserves the right to set-up all routes, to change any and all routes, times routes are to be operated, bus stops and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the Proposal. No

route changes (particularly the adding of bus stops) are to be made by the Contractor without the prior permission of the District. The Board also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.

B. Both parties to the Contract agree to cooperate in revising the trips specified therein to improve safety service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without prior approval by the Superintendent of Schools or his/her designee.

C. Children shall be delivered to their respective schools not earlier than ten (10) minutes before the scheduled arrival time or as the District may otherwise direct. Buses shall be in designated school parking areas fifteen (15) minutes prior to dismissal.

D. The number of days for which transportation will be required should not normally exceed one hundred eighty-seven (187) days 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 days in the future as the Board declares official school "make-up" days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school.

**E. It is understood that the contractor will follow the Washingtonville CSD Transportation Calendar provided Appendix D.**

F. Each bus used under this Contract will display the proper route/bus designation when on scheduled runs or trips. The route/bus designations will be securely attached to the right-side 2nd passenger window or in another location approved by the District's Director of Transportation.

G. The Contractor will be responsible for furnishing transportation to the schools and locations as shown in Appendix "A", and/or as requested by the District.

H. SCHEDULE VARIATIONS

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

- a. District-wide early dismissals when required at no additional cost to the District.
- b. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc. at no additional cost to the District.
- c. Comparable transportation for non-public schools on days when public schools are closed for any reason (other than weather conditions) at no additional cost to the District.
- d. Dismissals as required during testing periods at no additional cost to the District.

I. The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the District.

J. OPERATING CRITERIA

On a day established by the District within one week prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. run to include all stops assigned on the route. The Contractor will correct routes where there is an indication of an inability to regularly perform to schedule and safely serve the students, and the Contractor shall advise the District of the same. The Contractor must provide written verification of this trial run process to the District no later than September 1<sup>st</sup> of each year.

No route changes are to be made by the Contractor without the prior written permission of the District. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in specifications 12 and 15 of the Proposal Document.

### **XIX OPERATING MATTERS**

A. District Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor. See Appendix D.

B. Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, Section 156.3 (and summarized in #10 of these Specifications). The cost of such instruction shall be paid by the Contractor.

C. Emergency Bus Drills: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location and use of all emergency doors, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The drivers shall be responsible for instructing their student riders as to the above when so directed and supervised by the Contractor's "Safety Supervisor". Such drills shall be held three (3) times annually (as summarized in #10 of these Specifications). Such services shall be provided at no cost to the District.

D. Emergency Closings: The Contractor shall be available to consult with the Superintendent of Schools or Director of Transportation during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in

no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.

E. Contractor's Monthly Reports: The Contractor shall deliver to the District any requested reports on a monthly basis at the same time that the monthly invoice is submitted.

F. Accidents: In the event of any accident involving the operation of a school bus under this Contract, the Director of Transportation shall be notified immediately. The local police shall also be notified and must conduct an investigation. If required and as soon as possible thereafter, all appropriate State agencies shall be notified. A Report of a School Bus Accident, Form MV104F, shall be completed and forwarded to these State agencies in accordance with instructions. The Director of Transportation shall receive a copy of this report faxed to him/her or hand delivered to the District's transportation office within 24 hours after the Contractor has received the official police report.

G. Driver's Daily Reports: Each bus driver shall be required to file a daily report on a form approved by the Director of Transportation describing the condition of his/her assigned bus, its mechanical/body condition, and a description of any maintenance action performed, if required. These reports shall be maintained in a binder for each bus, the binder will include the past six (6) months' reports and will be presented to the Department of Transportation Inspector as he/she may require. The District reserves the right to examine these reports at any time during regular business hours.

H. Rights to Property: As a condition of this Contract, the Contractor agrees to allow any member of the District's Administration 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, management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by District administrative personnel.

I. Exclusivity Clause: Only those children, adults or other persons authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of students from other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related contract with another school, district, or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes.

The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other school districts. The District reserves the right to allow other school districts to send children to its schools and for these children to ride its school buses on the same basis as its resident children.



## **XX DISPUTES**

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State Law or regulation, the Proposer is required to draw such matter to the attention of the Superintendent or his/her designee before he/she submits his/her Proposal. If the Proposer fails to do so, his/her Proposal will be construed by the Superintendent or his/her designee.

## **XXI BASE PROGRAM PROPOSAL**

The Base Program Proposal for the Transportation Routes 2020-2021 program shall be for the 2020-2021 school year consisting of regularly scheduled routes to school described in Appendix "A".

### **CHANGES IN THE BASE PROGRAM (ADD OR DELETE CLAUSE)**

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program(s), the Contract will be amended to reflect the change by using the Proposal amount quoted per vehicle on the "Form of Proposal". These costs shall reflect the appropriate renewal increases if any.

The District must be notified within ten (10) days of any changes in vehicle times that will result in a change in contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

## **XXII COMPLIANCE WITH TITLE IX REGULATIONS**

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

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

### **XXII COMPLIANCE WITH THE AMERICANS WITH DISABILITIES ACT AND SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

## XXIV CONTRACT

The successful Proposer shall be required to execute a Contract(s) on the appropriate form furnished by the Commissioner of Education that shall contain such further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools, Board Trustee(s) and the Commissioner of Education. A copy of the Contract is available for inspection at the District's Business Office. This Contract shall contain a default provision for all Obligations of the Contractor contained in the Proposals, Certifications, Qualification Standards, General Conditions, Specifications, and said Contract. The successful Proposer, upon failure or refusal to execute and deliver the Contract within twenty-one (21) days, after he/she has received notice of acceptance of his/her Proposal, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with his/her bond.

## XXV NON-PERFORMANCE DAMAGES (PENALTY CLAUSE)

In view of the difficulty the District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract:

A. If at any time the Contractor does not provide the required number of vehicles, qualified drivers or qualified monitors necessary as outlined in the Contract(s), the District shall deduct from its monthly payment the daily rate of said bus, driver, or monitor not provided in accordance with the Contract.

B. If the Contractor does not supply the necessary spare vehicles or drivers to operate the Transportation Routes 2020-2021 program within the 30-minute reporting requirement, the District shall deduct \$200.00 from the monthly payment for each such occurrence.

C. If the Contractor utilizes a bus that is older than 10 years from original in-service date, the District shall deduct \$200.00 from the monthly payment for each such occurrence (or \$200.00 per day that the old vehicle was used).

D. If a bus driver employed by the Contractor fails to check his/her bus for sleeping or otherwise leftover children at the conclusion of his/her run, the District shall deduct \$1000.00 from the monthly payment for each such occurrence and the driver shall be removed from any future assignment to a District run or route.

E. This contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems (including any violations of criteria listed in Sections 8-12) occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems re-occur within thirty (30) days, the District reserves the right to deduct \$200.00 from the monthly payment for each such occurrence.

F. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools and/or does not meet the requirements of the Commissioner of Education or Article 19A of the NY State Vehicle and Traffic Law, the Contractor shall be liable for deductions of \$200.00 per day from the monthly billing for each such occurrence.

G. In the event a strike or other occurrence causes an interruption of services 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 no service is provided, and the Contractor is responsible for financial liability to the District.

H. The District requires that **all** school vehicles that are utilized in the performance of this Contract(s) have operating and active two-way radios, or comparable communication devices. The Director of Transportation shall be provided the frequency by the Contractor, and the District reserves the right to operate a Consortium-provided scanner. A \$200.00 per day per bus penalty shall be assessed for any vehicle that does not comply with this requirement.

I. If at any time the Contractor fails to administer a Drug & Alcohol Testing Program for its school bus drivers as required by law the District reserves the right the deduct \$200.00 per day for the number of days this program was not in place.

J. Failure to provide the required number and/or type of vehicles, drivers, or monitors for any base programs under the Contract. The cost of the vehicle and/or cost of monitor for that day, plus \$100.00

K. Failure to provide the required number and/or type of spare vehicles, drivers, or monitors dispatched within 30 minutes of the reporting requirement. The cost of the vehicle and/or cost of monitor for that day, plus \$100.00

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

## VARIOUS TRANSPORTATION ROUTES 2020-2021

### FORM OF PROPOSAL - 1

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BOARD OF EDUCATION  
WASHINGTONVILLE CENTRAL SCHOOL DISTRICT  
52 WEST MAIN STREET  
WASHINGTONVILLE, NY 10992

#### **ROUTE PACKAGE**

Financial Analysis of the Contractor:

- A) Proposers are to provide in a separately sealed envelope the financial information required in this section. Failure to provide this information may result in a Contract not being awarded to the Proposer. Professionally prepared financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Finance Reporting Standards (IFRS) for the past three (3) full years of the Proposer's company and any affiliated or related companies are to be provided. These statements must contain financial information specific to the Proposer and its affiliated or related companies, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested or is actually an affiliate or related to another company, then the Proposer should submit financial statements of the affiliates or related companies, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and/or related companies and the Proposer will be held financially responsible for the Proposer and his/her operations. The purpose here is to determine whether the Proposer is clearly in a financial position to operate a student transportation service Contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially sound and capable of performing this Contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof. The School District will be looking to see if the financial statements of the Proposer, its affiliated and/or related companies, have been audited or reviewed by an independent Certified Public Accountant and what qualifications, if any, may exist of the audit or review. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this Contract, the Board of Education has the right to reject the Proposal.
- B) Information identifying any pending claims or lawsuits against the company and any of its affiliated and/or related companies, or principal(s) of the Proposer that would be material to this Contract, as well as any outstanding judgments and liens that could result in financial loss to the Proposer.

- C) A description of any bankruptcy filings (including reorganization under Chapter 11 of the United States Bankruptcy Code) by the Proposer, any of its affiliated companies, and any other related entities or principal(s) of the Proposer, within the last seven (7) years.
- D) A statement as to whether the Proposer, its affiliated companies, and/or any related companies, or principal(s) of the Proposer, has ever been denied a Performance Bond. If yes, the Proposer must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved.
- E) A statement identifying any Contract with a New York State School District or other municipal entity which has been terminated for poor performance. If none, so state. If a termination has occurred, provide descriptive information about the scope of the services provided, the total number of years' service was provided to the entity, and the reason(s) for termination. The District reserves the right to verify the information provided.

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 contracts

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 Proposal or proposal?

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

If yes, please explain

4. Have you or any company you have been affiliated with had a contract cancelled for performance?

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

If yes, please explain

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

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

**1. ROUTE PACKAGE: See Appendix “B”**

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

- **Yes**
- **No**

If the latter, is it authorized to do business in New York State?

- **Yes**
- **No**

3. In submitting this Proposal, the Proposer agrees to the terms and conditions of the Proposed Package including the Instructions to Proposers, General Conditions, Proposer Qualifications, Proposal Certifications and Specifications. If this Proposal is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized employee, that person hereby states that he or she has the authority to bind the corporation.

4. Pursuant to Specification **II. PROPOSER QUALIFICATIONS**; Item a), a copy of the Proposer’s calendar year 2017, 2018 and 2019 year to date NYS Department of Transportation BUSNET Bus Inspection Operator Profile Summary must be included with this Proposal.

5. Pursuant to Specification **II. PROPOSER QUALIFICATIONS**; Item b), a copy of the Proposer’s Drug & Alcohol Testing Policy for School Bus Drivers must be included with this Proposal.

6. Pursuant to Specification **II. PROPOSER QUALIFICATIONS**; Item c), the following individuals are qualified as an Article 19A Examiner and/or School Bus Driver Instructor (SBDI):

NAME	CERTIFIED AS	CERTIFICATION NUMBER
------	--------------	----------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

7. Pursuant to Specification **II. PROPOSER QUALIFICATIONS**; Item d), the Proposer has provided transportation services to the following school districts within the last three (3) years (these references will be contacted):

NAME	ADDRESS	CONTACT PERSON	TELEPHONE
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

8. Location of Proposer's nearest approved maintenance facility:  
\_\_\_\_\_

9. Pursuant to Specification **II. PROPOSER QUALIFICATIONS**; Item e), audited financial statements (certified or reviewed) for the last three (3) years must be included with the Proposal.

10. Pursuant to Specification **IX. SPECIFICATION**; SCOPE; Item 5, PERFORMANCE BOND; proof of bond ability must be included with the Proposal.

11. Pursuant to Specification **IX. SPECIFICATION**; Section B, Vehicles; Item 1, a vehicle list must be included with the Proposal on **APPENDIX B**.

Respectfully submitted,

By \_\_\_\_\_

Title \_\_\_\_\_

Company \_\_\_\_\_

Date \_\_\_\_\_

WASHINGTONVILLE CENTRAL SCHOOL DISTRICT  
 52 WEST MAIN STREET, WASHINGTONVILLE, NY 10992  
 Phone: 845-497-4000 Fax: 845-497-4006

TITLE: Non-Public School Pupil Transportation 2020-2021

PROPOSALNUMBER: 2021-04

APPENDIX "A"

Non — Public School List

UTA of KJ -Boys Yismach Moshe 22 Getzil Berger Blvd. Monroe, NY 10950 m: 441202226260	UTA of KJ Boys Motza Bakery 16 Getzil Berger Blvd. Monroe, NY 10950 m: 441202226269 <b>36 Students</b>	UTA of KJ Boys WP Building 6 Riminev Court Monroe, NY 10950 ID: 441202226259 <b>35 Students</b>
UTA Boys Atzie Chaim 13 Riminev Court Monroe, NY 10950 ID: 441202226258 <b>5 Students</b>	UTA Boys Nursery School 16 Kosnitz Drive Monroe, NY 10950 ID: 441202226265	Sheri Torah Boys School 25 Larkin Drive Monroe, NY 10950 ID: 441201229930 <b>154 Students</b>
UTA Markowitz Boys 16A Getzil Berger Blvd Monroe, NY 10950 ID: 441202226257 <b>31 Students</b>	UTA Bias Rachel Girls Beth Rochel Girls School 7 Israel Zupnick Drive Monroe, NY 10950 ID: 441202226255 <b>127 Students</b>	Congregation of Bnei Yoel Bnei Yoel Girls 156 Acres Road Monroe, NY 10950 ID: 441201226419 <b>58 Students</b>
UTA Goldberger Boys 10 Ratzfert Way Monroe, NY 10950 ID: 441202226232 <b>38 Students</b>	UTA of KJ Paradise Beth (Bais)Rochel Girls WPK Building 5 Israel Zupnick Drive Monroe, NY 10950 ID: 441202226261 <b>38 Students</b>	Congregation Bnei Yoel #38 Boys School 38 Bnei Yoel Drive Monroe, NY 10950 ID: 441201229273 <b>32 Students</b>
UTA of KJ Boys Talmud Torah Building 18 Getzil Berger Blvd. Monroe, NY 10950 ID: 441202226254 <b>35 Students</b>	UTA Girls, Beth(Bais) Rochel Girls Markowitz Building 5A Israel Zupnick Drive Monroe, NY 10950 ID: 441202226256 <b>17 Students</b>	Sheri Torah Goldberger 3 Yd Goldberger Dr Monroe, NY 10950 ID: 441202226402 <b>99 Students</b>

The District reserves the right to add or delete schools from this list. The Contractor will only be compensated for transportation to schools on the District's approved school list.







**Pricing Sheet**

**Contractor Purchased Fuel**

<b>Route Package</b>	<b>Cost Per Day 65/66 Passenger</b>	<b>Cost Per Day 28/30 Passenger</b>
1 Hour		
2 Hour		
3 Hour		
4 Hour		
5 Hour		
6 Hour		
7 Hour		
8 Hour		

**District Purchased Fuel**

<b>Route Package</b>	<b>Cost Per Day 65/66 Passenger</b>	<b>Cost Per Day 28/30 Passenger</b>
1 Hour		
2 Hour		
3 Hour		
4 Hour		
5 Hour		
6 Hour		
7 Hour		
8 Hour		

Cost **Per Hour** for Qualified Bus

Monitor/Attendant: \_\_\_\_\_

Cost **Per Day** Qualified Bus Monitor/Attendant:

\_\_\_\_\_

It is essential for all bus drivers assigned to these trips to be knowledgeable as to routes of travel and alternate routes of travel. The District highly recommends that a portable cellular phone be made available to any bus driver assigned to this run. Operational two-way radios must be installed in any and all trip buses.

All bus drivers must also be prepared to pay any toll or parking fee that may arise.



# Appendix D

## STUDENT CALENDAR 2020-2021

### WASHINGTONVILLE CENTRAL SCHOOL DISTRICT

*Approved by the Board of Education on:*

1-2 Supt. Conference Days 3 First day of school 7 Labor Day 16 Early dismissal drill 28 Yom Kippur  18+2	September 2020	February 2021	15-19 February Recess      15																																																																																				
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183 School Days  
 4 Conference Days  
 187 Total\*

Makeup days, if necessary, will begin with  
 March 16, April 5, March 29

- Conference Day - No School for students
- School Holiday
- Regents Exam
- Early Dismissal

**APPENDIX D**

**Proposal Certification, Hold Harmless Agreement, and Certification Iran Divestment Act  
of 2012**

**SUBMISSION CERTIFICATION:**

I hereby certify, as an officer of \_\_\_\_\_, that as the proposer for services under this Specification all of the information and material supplied to the District as required by this Specification 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 \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Notary Public \_\_\_\_\_ Corporate Seal

## BID PROPOSAL CERTIFICATIONS

Firm Name	
Business Address	
Telephone Number	Date of Bid

I. General Bid Certification

The bidder certifies that he will furnish, the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

II. Non-Collusive Bidding Certification

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

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

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

“(a) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of belief:

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
- (2) Unless otherwise required by law, the prices which subdivision of the state or any public department, have been quoted in this bid have not knowingly disclosed by the bidder and will not be knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and
- (3) No attempt has been made or will be made by the bidder to induce any other person, partnership of corporation to submit or not to submit a bid for the purpose of restricting competition.”

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

2. Any bid hereafter made to any political

agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid 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 bidder, and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certification as to non-collusion as the act and deed of the corporation.

\_\_\_\_\_  
Signature (Authorized)

\_\_\_\_\_  
Title

**HOLD HARMLESS AGREEMENT**

**(This form must be signed and notarized – Submit with Proposal)**

**It is hereby agreed and understood that the Dealer agrees to hold harmless and indemnify Washingtonville Central School District, Washingtonville Central School District Board of Education, or any officer, agent, servant, or employee of the Washingtonville Central School District from any lawsuit, action, proceeding liability, judgment, claim or demand which may arise out of:**

- A. Any injury to person or property sustained by the Dealer, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused;**
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error or omission of the Dealer, its agents, servants, 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 of indemnity, liability and loss hereunder shall survive Dealer’s completion of service or other performance hereunder and any termination of this contract.**

**The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Washingtonville Central School District, Washingtonville Central School District Board of Education, or any officer, agent, servant, or employee of the Washingtonville Central School District on any claim or demand, and shall satisfy any judgment that may be rendered against the Washingtonville Central School District, Washingtonville Central School District Board of Education, or any officer, agent, servant, or employee of the Washingtonville Central School District.**

**This Indemnification, Defense and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Dealer 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 Dealer.**

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

**Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2018**



**Washingtonville Central School District**  
52 West Main Street  
Washingtonville, NY 10992

**CERTIFICATION - IRAN DIVESTMENT ACT OF 2012**

(This form must be signed and notarized and submitted with Proposal)

By submitting this Proposal, the individual signing below and the Proposer certify that to the best of their knowledge and belief, the Proposer is not on the list created and maintained by the New York State Office of General Services pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law, cataloging significant investments in the Iranian energy sector.

I understand that if I do not make this certification, my Proposal will not be considered for award and will be rejected.

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

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

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

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