

**REQUEST FOR PROPOSAL
FOR
TRANSPORTATION OF PUPILS
JULY 1, 2023 – JUNE 30, 2028
RFP#2022-16-A**

Westbury UFSD
2 Hitchcock Lane
Old Westbury, NY
11568

PROPOSALS WILL BE DUE AND ACKNOWLEDGED PUBLICLY:

DATE: February 13, 2023
TIME: 10:00 a.m.
PLACE: Westbury UFSD
Zaino Conference Room
2 Hitchcock Lane
Old Westbury, New York 11568

PUBLIC NOTICE

To appear in the Nassau and Suffolk Editions of Newsday on 2/1/23 and the Nassau Illustrated News (formerly known as Westbury Times) on 2/1/23

REQUEST FOR PROPOSAL FOR TRANSPORTATION OF PUPILS FOR THE 2023-24 SCHOOLYEAR

RFP#2022-16-A

Westbury UFSD

2 Hitchcock Lane, Old Westbury, NY 11568

The Board of Education of the Westbury UFSD hereby invites sealed proposals for providing transportation for the 2023-2024 school year for each of the following contracts: (1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) with District providing fuel; (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger vehicles, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips and (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel. *In the best interest of the School District, the Board of Education reserves the right to award the transportation contracts for one (1) year, three (3) years or five (5) years. Future one-year or multiple-year contract extensions may be awarded at the discretion of the Board of Education. The award of multi-year contracts is subject to and shall be conditioned upon the approval of the Westbury UFSD voters.*

The Request for Proposal, including forms for proposal, certification, conditions, and specifications may be obtained from the School District's Purchasing Department located at the Administration Building at 2 Hitchcock Lane, Old Westbury, New York 11568.

In all cases, it must be understood that the conditions set forth in the request for proposals issued by the Westbury UFSD shall apply. Sealed proposals shall be sent to the School District's Purchasing Department at 2 Hitchcock Lane, Old Westbury, New York 11568 **and** shall be clearly marked "**Pupil Transportation Proposal – Do Not Open Until 10:00 a.m. on February 13, 2023**". Such proposals will be received until 10:00 a.m. on February 13, 2023, in the Zaino Conference Room at which time and place all proposals will be publicly acknowledged. In no event shall the School District consider any proposal that is mailed but not actually received by the School District's Purchasing Department at or before 10:00 a.m. on February 13, 2023. The Board of Education reserves the right to reject all proposals, waive any informalities in proposals and to negotiate any portion of proposals.

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

When a Board of Education or a trustee of a school district elects to receive proposals submitted in response to a request for proposals, such Board of Education or trustee shall evaluate each proposal from a responding contractor according to criteria established by the Commissioner, which criteria shall include at a minimum (i) the previous experience of the contractor in transporting pupils, (ii) the name of each transportation company the contractor has been an owner or a manager and previous experience, (iii)

a description of any safety programs implemented by the contractor, (iv) a record of accidents in motor vehicles under the control of the contractor, (v) driving history of employees of the contractor, (vi) inspection records and model year of the motor vehicles under the control of the contractor, (vii) maintenance schedule of the motor vehicles under the control of the contractor, (viii) financial analysis of the contractor, (ix) compliance with insurance requirements, and (x) total cost of the proposal. Proposals will be evaluated and awarded based on the following criteria by the School District pursuant to Section 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education, together with all other applicable laws, rules, regulations and ordinances.

Category	Weight
I(A) Previous Experience of the Proposer in School Transportation	5
I(B) Management in performance of contracts in School Transportation	5
II(A) Safety Program	10
II(B) Accident History	5
II(C) Record of Drivers	5
II(D) Fleet Inspection Record	5
II(E) Maintenance Schedule of Vehicles	5
III(A) Financial Analysis	5
III(B) Insurance Requirements	5
IV Cost - points to be prorated on percentage over lowest cost	50
TOTAL	100

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

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

Board of Education
Westbury UFSD

REQUEST FOR PROPOSAL SPECIFICATIONS
GENERAL GUIDELINES

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

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

<u>Category</u>	<u>Points</u>
I.	
A.	5
B.	5
II.	
A.	10
B.	5
C.	5
D.	5
E.	5
III.	5
A.	5
B.	5
IV.	
A.	50
	<i>Total:</i> 100

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

Scoring Information

I(A) PREVIOUS EXPERIENCE

The evaluator will rate the proposers' previous experience in providing service to the School District, and other districts of comparable size. Priority will be given to the level of service provided to the School District. Safety, on time performance, problem solving, accessibility of management, and driver appearance are to be considered in evaluation of the proposer. Scores may range from a high of 5 points to a low of 0 points.

I(B) OWNER & MANAGEMENT

The evaluator will rate the interaction with managers & owners during the course of performance in all districts served and companies owned or managed. If the proposer has not had previous experience with the School District, the evaluator shall contact other school districts where comparable service has been provided by the proposer. Scores may range from a high of 5 points to a low of 0 points.

II(A) SAFETY PROGRAMS

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

II(B) ACCIDENTS

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

II(C) DRIVING HISTORY OF EMPLOYEES

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

II(D) VEHICLE MAINTENANCE

The New York State DOT BUSNET Reports for the proposer for ALL terminals in region 10 (Nassau/Suffolk Counties, NY) for the periods of April 2019 - March 2020, April 2020 - March 2021, April 2021 - March 2022 (hereinafter "time period") will be utilized to calculate a BUSNET Rating. The proposer's BUSNET Rating shall equal one (1) minus the sum of the out of service vehicles for all terminals operated by the proposer in region 10 during the time period divided by the sum of the total number of inspected vehicles for all terminals operated by the proposer in region 10 during the time period. If contractor does not currently operate in Nassau or Suffolk Operator may submit Profile of all locations in a comparable Region. The proposer shall be credited with points in this section based the BUSNET Rating as follows:

100% - 99% for ALL terminals	5 points
98% - 97% for ALL terminals	4 points
96% - 95% for ALL terminals	3 points
94% - 93% for ALL terminals	2 points
92% - 91% for ALL terminals	1 point
90% or lower for ALL terminals	0 points

II(E) MAINTENANCE SCHEDULE OF VEHICLES

The evaluator will review the preventative maintenance of the proposer. Frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs. Scores may range from a high of 5 points to a low of 0 points.

III(A) FINANCIAL ANALYSIS

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

III(B) INSURANCE

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

IV(A) OVERALL COST

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

50 points for the lowest cost proposal

Points for overall cost will be awarded as based on a formula awarding 50 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 5 points deducted from the maximum score of 50 for a score of 45. Proposers submitting innovative cost-effective programs that provide material savings to the School District may receive additional points).

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

NON-COLLUSIVE CERTIFICATION

Firm Name:

Business Address:

Telephone Number: () _____

Date of Proposal Opening:
February 13, 2023

I. General Bid/Proposal Certification

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

II. Non-Collusive Bidding Certification

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

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

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

(1) The prices in this bid/proposal have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder/proposer or with any competitor.

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

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

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

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

2) Any bid/proposal hereafter made to any political sub-division of the State or any public department, agency or official thereof by a corporate /proposer for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid/ proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of

the bidder/proposer, and such authorization shall be deemed to include the signing and submission of the bid/ proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

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

Signature of Proposer: _____
(Signature of proposer or authorized representative of a corporation)

Title: _____

Sworn to before me this _____ day of _____, 20__

(Notary Public)

THIS FORM MUST BE SIGNED AND NOTARIZED

WESTBURY UFSD
2 Hitchcock Lane
Old Westbury, New York 11568

AFFIDAVIT OF COMPLIANCE

STATE OF

COUNTY OF

_____, being duly sworn, deposes and says:

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

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

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

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

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

Signed

Date

Sworn to before me this ____ day of _____, 20__

Notary Public
Seal

CHECK LIST

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

- Security - Bid Bond or Certified Check
- Proof of Bond-ability for Performance Bond
- Letter from Insurance Company Guaranteeing Appropriate Coverage
- Reference List or Evidence Demonstrating an Ability to Perform Required Services
- Appendix - Vehicle List
- Appendix - Hold Harmless Agreement
- All Form of Proposal Pages Completed and Signed
- Non-Collusive Bidding Certification
- All Pages of Proposal Documents Signed and/or Initialed where indicated
- Appendix- Iran Divestment Certification
- Appendix- Bidder's Statement on Sexual Harassment

Request for Proposal

Introduction:

The Board of Education of the Westbury UFSD hereby invites sealed proposals for providing transportation for the 2023-2024 school years for each of the following contracts: (1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) with District providing fuel; (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger vehicles and under, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel. Future one (1) year contract extensions may be awarded at the discretion of the Board of Education in accordance with applicable laws, rules and regulations. Contracts for more than one (1) year are subject to the approval of the voters of the School District. The Board of Education is looking for a contractor (“Contractor”) that will be a team player partnering with the School District. For the purpose of this Request for Proposal, the term “Contractor” shall have the same definition as, “proposer,” *supra*, i.e. the entity identified in the proposal as the contractor who will be providing services pursuant to the contract with the School District; the School District is not required to consider the qualifications of a parent company, holding company, affiliated company, or other controlling entity in rating the proposal, but the School District may do so if it deems such consideration to be appropriate.

These specifications are intended to provide for school bus services for the transportation of students for the Westbury UFSD. The Transportation programs of said School District are defined and described in the appendices and proposal forms annexed to these specifications. Each proposer must inform itself fully as to the conditions relative to the fulfillment of the contract(s). In that regard, all proposers are invited and urged to review, among other things, the routing schedules used in the 2022-23 school year which are on file with the School District and shall be made available through the School District Purchasing Department upon request.

The Contractor needs to strive for a 95% or better school bus inspection rate. If the Contractor’s bus inspection (NYSDOT) profile falls below 90%, the Board of Education reserves the right to terminate the contract.

The Contractor’s safety program will be based on trained staff and monthly safety meetings. The Contractor shall provide a dispatcher at a designated telephone number at the main fleet depot to answer calls concerning daily service, including missed service and late pickups or drop-offs. The dispatcher shall be on duty from no less than ½ hour prior to the time the first bus run begins, until one half hour from the time when the last bus run is completed. Said dispatcher will maintain contact with the School District as necessary. The Contractor shall be responsible for maintaining services and facilities each day. The dispatcher must be thoroughly familiar with safety regulations, and all routes and operator’s daily assignments. The dispatcher must be able to read and understand the logbook and be able to answer all reasonable questions on the day’s operations. The dispatcher must be thoroughly familiar with the geography of the School District, prevailing traffic patterns and bus routing procedures in effect. The dispatcher shall further have the authority to send a substitute driver and bus to cover for any bus having mechanical difficulty and/or any type of accidents. The Contractor shall provide direct private line telephone equipment and service between the main dispatch operations center(s) and the School District’s Transportation Office. The Contractor must at all times maintain and utilize the same radio frequency for all buses under this contract. These previously mentioned positions shall be separate and distinct from the following additional positions. A separate full time 19A certified road supervisor/trainer will be hired by the Contractor to ensure a safety program consistent with the expectations of the Board of Education.

There will be a Pre-Proposal meeting on Monday, February 13, 2023, at 10:00 AM in the Z a i n o conference room at 2 Hitchcock Lane, O l d Westbury, NY 11568. Individual proposer questions will be addressed at this meeting. Questions that require investigation by the District will be sent to all proposers of record by the School District or its designee in the form of addenda to the specifications. All addenda so issued shall be sent by e-mail or by fax with receipt acknowledged and shall become a part of the contract documents. Failure of any proposer to receive any such addendum or interpretation shall not relieve any proposer from any obligations under his/her proposal submitted.

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

Section 1 – Contractor Qualifications

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

For each of the contracts requested herein, the following minimum requirements must be met to qualify:

- A. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the School District with a copy of its BUSNET Bus Inspection Operator Profile Summary for each of the previous 3 years, (4/19-3/20, 4/20-3/21, 4/21-3/22). The School District expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10% for all locations. The School District reserves the right to reject any proposal from a Contractor that it deems is not performing adequate maintenance to its school bus fleet. The location for bus/vehicle storage and the repair and maintenance facility must be included in the proposal.
- B. The Contractor must possess and provide the School District with a copy of its Company Drug and Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter.
- C. The Contractor must employ a full time Safety Supervisor(s) who is a New York State Department of Motor Vehicles-Certified Article 19-A Examiner and a State Education Department-certified School Bus Driver Instructor (SBDI). The Contractor must provide the School District with the names and respective certification numbers of all employees so certified. The Contractor must also employ a full-time road supervisor/trainer as set forth in the specifications.
- D. The Contractor shall provide the School District with a reference list which lists the names of all school districts serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with. This reference list shall include all school districts the Contractor has served during the past ten (10) school years. The Contractor must have held contracts with these school districts under the same company or corporation name.
- E. The Contractor must be financially responsible as demonstrated by:

1. The submission of audited or reviewed financial statements that, in the opinion of the School District, which have been satisfactory for the last three (3) years.
 2. The submission of a list of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens. Said list must, in the opinion of the School District, not indicate any potential for future operating or financial problems which could negatively impact service to the School District.
 3. The Contractor has not been denied a Performance Bond within the last seven (7) years. The cost of the Performance Bond will help determine the degree of financial responsibility. As such, the Contractor shall complete the cost of bond form attached hereto as an appendix. The cost of the bond shall be included in the cost of proposal submitted by each proposer.
 4. A satisfactory credit history as demonstrated by a review that may be initiated by the School District.
- F. The Board of Education reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of these documents, including a copy of the drivers' contract with their union (if applicable). Upon investigation and evaluation, the Board of Education may choose to reject any proposal where it is found that the Contractor's qualifications are not consistent with the information presented.

Section 2 - Proposals

A. Proposal Procedure and Requirements

1. The date and time of the opening of proposals will be given in the Public Notice.
2. All proposals must be submitted on and in accordance with forms provided by the Board of Education and included in this document ("Proposal Forms"). No sheet is to be removed from this document. Proposer must submit (1) "original" and (4) "copies" of complete proposal.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures clearly written in ink.
4. The Board of Education reserves the right to accept incomplete proposals which are in the best interest of the School District.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy of other copy, or company name may be used in lieu of any required signature. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed.
6. Contractors will provide, along with the complete proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts (including dates of service) which they have served during

the past ten (10) years and a summary of their experience over at least ten (10) years of successfully operating a complex school transportation program in compliance with the applicable laws, rules, and regulations of the State of New York. In lieu of organizational experience, staff experience must be demonstrated. Contractors will also provide, along with the completed proposal, an auditor (certified or reviewed) financial statement.

7. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specification may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
8. Prices and information required, except the signature of the Contractor, should be handwritten or typed for legibility. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile or printed signatures are not acceptable.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
10. All proposals received after the time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the Board of Education reserves the right to waive what it deems proposal or specification informalities relating to a specific proposal to reject any and all proposals, to re- advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the Board of Education’s judgment, it deems to be in the best interest of the School District.**
11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the proposer can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.
12. All proposals must be sealed. They must be submitted in a plain manila envelope. All proposals must be addressed to the School District’s Purchasing Department, Administration Building, 2 Hitchcock Lane, Old Westbury, New York 11568. The proposal envelope must be clearly marked, **“Transportation Proposal: Do not open until 10:00 a.m. on February 13, 2023”**. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the School District and will not be returned.

Section 3: Requirements for School Bus Drivers and Vehicles

- A. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the School District:
 1. Article 19-A of the New York State Vehicle and Traffic Law;

2. CDL licensing;
 3. Section 156.3 of the Regulations of the Commissioner of Education; and
 4. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident.
- B. A complete list, of all regular and substitute drivers, is to be submitted in August at the beginning of each school year during the life of the contract.
- C. The successful Contractor shall provide for adequate office and safety supervision of his/her contractual obligations with the School District, which shall be acceptable to the Board of Education. There shall be no additional cost to the School District for these services. The Contractor will employ an SBDI/19A Trainer, a road supervisor/trainer solely for the School District. Monthly safety meetings will be held for all employees of the Contractor. In addition, a dispatcher will be on duty ½ hour before first AM run and ½ hour after last PM run. The School District must approve all staff including office staff.
- D. When any driver of a school bus shall have been on-duty driving continuously for ten (10) hours or at separate intervals for ten (10) hours in the aggregate or work a total of fifteen (15) hours as a bus driver and other employment in any twenty-four (24) consecutive hour period, including time for meals, s/he shall not continue to work or again go on duty without having had at least eight (8) consecutive hours off duty. The period of release from duty herein required shall be free from and off the school bus, and free from work of any kind with any employer and shall be given at such places and under circumstances that rest and relaxation from the strain of the duties of employment may be obtained. Every driver of a school bus shall receive at least twenty-four (24) consecutive hours of rest in every calendar week from all employment. The provision of this paragraph shall not apply in case of accident or Act of God, or a cause not known to the Contractor or to his/her officers in charge of such operation at the time that such driver left the place where s/he last went off duty prior to such delay. Any change in State or Federal Law or Regulation will supersede this paragraph.
- E. The Contractor agrees to have its drivers utilize two-way radios. All vehicles will be equipped with two-way radios. CB units are not acceptable. Proof of radio equipment must be made within five (5) days of contract award. Base stations must be able to reach all parts of the School District. The Contractor shall provide a base station radio to the School District dispatch office to permit direct communication with the buses if required by the School District. All buses/vehicles that are used for transporting students of the School District must, at all times during the term of the contract, utilize the same frequency.
- F. The buses/vehicles to be used in this contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. For the purpose of determining cost only, the School District will use the current transportation profile of the School District as outlined in the Appendices and Proposal Forms.
- G. The Contractor will comply with the School District's and Nassau County's emergency plan, if any. An evacuation drill will be held at least once a year at no cost to the School District.
- H. Video Cameras must be installed on each vehicle used to service School District students and must be operated according to School District specifications. The Contractor will provide buses with digital video camera systems which capture all passenger actions. Recorded digital

videos, images, and/or audio recordings are to be provided to the School District immediately upon request. No digital videos, images, or audio records may be deleted, destroyed, altered, nor shared with any parent/guardian, by the Contractor without the prior written consent of the School District.

I. Drivers

1. Each proposed regular or substitute school bus driver and attendant must be twenty-one (21) years of age or older.
2. Each regular or substitute school bus driver shall be examined by a physician prior to beginning service. An examination to determine the physical condition of each driver shall be reported by the physician on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law and Section 156 of the Regulations of the Commissioner of Education. Such physical examination shall be conducted no less than four (4) weeks prior to the beginning of service in each school year. The costs of such examinations shall be paid by the Contractor and/or the drivers and Attendants/Monitors.
3. The School District reserves the right to have their doctor examine anyone providing service under this contract. Anyone with conditions including, but not limited to, blood pressure and/or diabetic problems may be examined by the School District physician periodically at the School District, at the discretion of the School District.
4. The Bus Driver 19 A/SED checklist must be submitted annually to the School District for each driver. No regular or substitute driver is to be assigned to perform any part of this contract prior to such written approval by the Superintendent of Schools or designee.
5. For each regular or substitute school bus driver assigned to the nearest terminal to the District, and the terminal that will service this contract if they are different, the Contractor must submit an annual report of the bus driver's driving records for review and approval by the School District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Section 156 of the Regulations of the Commissioner of Education and the schedule of the School District.
6. Each regular or substitute bus driver must submit themselves for fingerprinting by police authorities as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law.
7. Drivers shall comply with all other safety aspects prescribed by Section 156 of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject.
8. Drivers shall not smoke on the school bus or on school property. Drivers shall not eat or drink while on the school bus.
9. Each Proposer must submit a complete list of all school bus drivers who are assigned to perform any services under this contract who have been involved in accidents during the past three (3) years. (If the Proposer is the current Contractor, then they are to provide accident records for all drivers currently servicing this District. All other Proposers are to

provide accident records for all current drivers in the Proposer's closest District of equal size or larger.)

10. The successful Contractor must agree that no later than August 30 of each school year, the Proposer shall submit to the School District's transportation office a list of the bus drivers to be assigned for that current year with driver abstracts. The Contractor must also submit a list of drivers with whom the Contractor proposes to use as substitutes. All information required for regular drivers must also be provided for substitute drivers. Drivers will be issued identification cards by the Contractor which must always be in each Driver's possession when driving for the School District.
11. Since the action and conduct of the bus drivers reflect upon the school system as a whole, the School District reserves the right to have the bus contractor immediately replace drivers the School District determines unsatisfactory. The School District reserves the right to interview all drivers before they are assigned. The Superintendent of Schools shall have the final authority for making determinations concerning the acceptability of drivers, and the Superintendent, or designee, may require the replacement of any driver, at any time, and for any reason.
12. The Superintendent of Schools, or designee, reserves the right, in the exercise of his/her sound discretion, to reject or require the replacement of drivers without being limited to considerations of the drivers' health and driving records.
13. Each driver shall be properly trained and shall hold the proper class license as to operate the vehicle under his operation. The license will always be in each driver's possession that they are performing services under this contract.
14. The Contractor must properly investigate the ability and character of all school bus drivers (regular and substitute) and must certify to the Superintendent of Schools, in writing, that each such driver is properly trained, certified, and possesses the required ability and character to perform the required services under this contract.
15. It is understood that the Contractor will take all reasonable precautions to see that the Contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the Contractor that any employee has been, or is reputed to have been, involved in any crime or act which might raise any doubts as to the employee's fitness for work with children, it shall be the duty of the Contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. Any allegation that an employee or agent of the Contractor has been, or is reputed to have been, involved in a crime or act which may raise a doubt as to the employee's fitness for work with children shall immediately be brought the attention of the School District, in writing to the Superintendent of Schools or designee. Such notice to the School District shall be provided even if the Contractor has not yet completed an investigation of the allegation(s) at issue.
16. Each driver will be responsible for complete control of the bus. Each driver will be responsible for the pupil management of the bus and will have commensurate authority to cope with this responsibility. The driver in charge will immediately report all pupil problems to the Building Principal and the School District Transportation Office. Violation of good conduct and improper behavior on the part of students shall be handled strictly according to the procedures in effect in the School District during the term of the Contract. It is of paramount importance that drivers and Attendants/Monitors maintain

good order on the school buses. Drivers and/or Attendants/Monitors will be required to attend suspension or other disciplinary hearings and/or meetings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the School District's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance at such suspension or other disciplinary hearings and/or meetings by drivers shall be borne by the Contractor.

17. Each driver must be able to communicate both verbally and in writing, as necessary, in English, to execute his/her responsibilities in this regard. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to immediately notify the School District Transportation Office of all accidents and all other unusual situations.
18. Contractor's Monthly Reports: The Contractor shall deliver to the School District its written report of operations on a monthly basis. Said report shall include, but not be limited to, matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline accidents and required activity, rules of regular route bus driver hours, and other items related to the performance of the Contract.
 - a. Staffing. Due to the daily involvement and management requirements of a transportation system of this size, the Contractor must have a fully qualified staff necessary to carry out effectively the requirements of the contract, including safety and road supervisor/trainers and a dispatcher as specified in this RFP.
 - b. Drivers The driver work force shall be maintained at a level large enough to support the daily operational needs, with spare drivers in sufficient numbers to handle any emergency situation and cover all necessary routes, trips and/or runs as required by the School District. The School District shall be notified daily of any driver, driver assistant, or bus Attendant/Monitor absences on AM and/or PM runs.
19. In order to command a high public respect for the driving staff as a whole, all drivers will present a neat personal appearance at all times. Drivers may not wear open toe shoes.
20. Drivers will keep the interior and exterior of buses in an orderly, clean, and sanitary condition. The Contractor is responsible for ensuring that any school bus used in the performance of this contract **is be cleaned on the interior daily**. The School District reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter onto School District properties but must be deposited into receptacles designated for such debris and trash.
21. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals row by row if needed. Buses are never to be left unattended on School District property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are in the driver's possession. At such times, the school bus airbrakes must be pumped down completely so spring brake engages.
22. Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. Any nonfunctioning seat belts must be repaired by the Contractor within twenty-four (24) hours.

23. Drivers are required to check all seats on the bus every day following each trip of their route assignment after unloading students, to ensure that children or articles have not been left on the vehicle.
24. Drivers shall not disembark from the school bus when children are inside, except in the case of emergency; and in such case, before leaving his/her seat the driver shall stop the motor, leave the transmission in gear, set the auxiliary brake, and remove the ignition key.
25. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. All pre-kindergarten, kindergarten, 1st and 2nd grade students must be received by an authorized person at all times when discharged. Drivers shall cooperate fully in all pupil accounting systems as established and amended by the Board of Education.
26. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus stop, unless authorized by the School District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency, which jeopardizes the health and safety of a pupil. In any such emergency where a driver removes a pupil from a bus providing services hereunder before reaching the pupil's intended destination, the driver must take reasonable steps to ensure the safety of the pupils, including any pupil who has been discharged from the school bus and must immediately notify the School District of such emergency.
27. Drivers will be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Board of Education.
28. 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 in writing prior to the start of service, the Contractor will be liable in the sum of \$500.00 for each occurrence driven by said driver.
29. The Contractor shall not reassign drivers after the first four (4) weeks of school, except in the event of a resignation or a termination, at the School District's request, or with the School District's prior written approval.
30. When car seats, boosters and safety harnesses are needed for specific students, including Pre- Kindergarten, they shall be provided by the Contractor at the Contractor's sole cost and expense.
31. A driver assigned in connection with this contract shall be available for meetings when requested by the Superintendent of Schools or his/her designee.
32. **Non-Performance Damages**

In view of the difficulty the School District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed non-performance damages and shall not be deemed a penalty.

In addition to other fines/non-performance damages set forth herein, three hundred dollars

(\$300.00) may be deducted from the Contractor's subsequent payment for the following:

- a. Each time a driver operates a vehicle in service under this contract when he/she has not received the proper training, instruction, and/or courses as specified herein within the required time period.
- b. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
- c. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio set in sound working order.
- d. Each school day, or a portion thereof that the Contractor fails to utilize the same radio frequency for all buses servicing this contract.
- e. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
- f. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of this contract and with all applicable laws, including structural and safety provisions.
- g. Each occurrence, after a driver unloads student at a facility or home drop off point, where a child has been left on the vehicle unattended.
- h. Each time a driver is smoking on the bus, or School District property and each time a driver is eating or drinking on a school bus when driving or when children are on board.
- i. Each time an accident/incident is not reported to the School District immediately or when the district has been informed that a replacement vehicle is scheduled, and it does not arrive in the 20 minutes as described in Section 8 of this document.
- j. Each time an unapproved driver is used.
- k. Each time a driver is using a cell phone or hands-free cell phone while driving.
- l. Each time a driver drops off a pre-kindergarten, kindergarten, 1st or 2nd grade student without an authorized adult present to receive such student.
- m. Each time a bus does not have the proper equipment (ex. harness, oxygen tank holder, wheelchair tie downs or seat belts, car seats, etc.)
- n. Each time a video camera or GPS unit is not operating and/or malfunctioning.
- o. Each time bus runs are doubled up without School District approval and written authorization.

- p. Each time the Contractor has changed bus routes without prior written approval by the School District.
- q. Each time a driver makes an unauthorized house stop.
- r. Each time that the Contractor does not have the number and type of vehicles as required by the School District.
- s. Each time a driver uses inappropriate language, as determined by the School District
- t. Each time unsafe driving is observed, as determined by the School District.
- u. Each time any other provision of the contract is violated.

In the event a strike or other occurrence causes an interruption of services for more than twenty-four (24) hours, the Westbury UFSD shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the School District.

Beginning of School, Examination Weeks, and Other

- a. Transportation beyond the usual may be necessary at times and places during September through June. This additional service shall be supplied by the contractor at no extra cost to the School District. Examples of additional transportation that will be provided are for exam schedules, Kindergarten orientation, early dismissals, half-days, etc.
- b. All drivers shall attend Mandatory Sexual Harassment and Child Abuse training and any additional training deemed necessary by the School District, including sensitivity training.

Section 4 - Safety

- A. All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies of officials of the State of New York.
- B. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.
- C. It shall always be the duty of each driver to operate his/her bus at a reasonable rate of speed in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles in Vehicle and Traffic Law and State Education Department Regulation 156.3(g)(6).
- D. Each driver shall use all care to guard the children, prevent undue crowding and maintain order

in his/her bus at all times without the use of force or fear. Any child refusing to obey the driver shall be reported to the School District Transportation Office immediately.

- E. Every driver is responsible for the following: All children riding on the buses are to board and be discharged at designated stops only. Unauthorized passengers are prohibited. All children are to enter and leave the vehicle at roadside or curbside. Driver must ensure all passengers are seated while the bus is in motion.
- F. Each school bus shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in the State Education Department training program.
- G. The Contractor will hold school bus safety drills as described in 156.3(h) and (i) of the Regulations of the Commissioner of Education at such times and locations as will be designated by School District officials. These are to be conducted by an experienced driver and supervised by the Building Principals or his/her designee. The first emergency drill shall be conducted during the first week of the school term or as directed by the School District. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The Contractor shall, when requested, provide a bus and driver to conduct student emergency bus evacuation drills, according to State Education Department regulations, as well as any bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the School District.
- H. The Contractor's employees shall not smoke, including the use of vaporizer products, on School District premises, within buildings of the School District or within School District or Contractor- owned vehicles.
- I. The Contractor will ensure that bus drivers, when called upon by either the School District or municipal authorities, will cooperate in the prosecution of cases before any court agency involving motorists who are charged with having passed a stopped school bus.
- J. Pupils from other school districts may not be transported on buses under contract to the School District, without expressed written consent from the School District.
- K. Drivers must always have accurate up-to-date student lists on board the school bus.
- L. After one month of operation, the drivers will have learned the names of the school bus riders.
- M. The School District reserves the right to conduct unannounced driver evaluations as it deems necessary.

Section 5 - Number of Students to be Transported

The number of children to be transported under this contract shall be designated from time to time by the Board of Education and/or its designee.

Section 6 - Insurance and Bonds

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the transportation contractor hereby agrees to effectuate the naming of the School District as an Additional Insured on the transportation contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.
2. The policy naming the School District as an Additional Insured shall:
 - a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to Conduct business in New York State. A New York licensed and admitted insurer is required.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
 - c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/ (CG 20 26) or equivalent, the decision to accept an endorsement rest solely with the School District. A completed copy of the endorsements must be attached to the Certificate of Insurance.
3.
 - a. The certificate of insurance must describe the services provided by the transportation contractor that are covered by the liability policies.
 - b. At the School District's request, the transportation contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the transportation contractor will provide a copy of the policy endorsements and forms.
4. The transportation contractor agrees to indemnify the School District for applicable deductibles and self-insured retentions.
5. Minimum Required Insurance:
 - a. **Commercial General Liability Insurance**
\$5,000,000 per occurrence/ \$5,000,000 aggregate.
\$1,000,000 for sexual misconduct.

State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.
 - b. **Automobile Liability**
\$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the

6. The Transportation contractor acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract. The transportation contractor is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

7. Performance Bond: Each contractor must submit with its proposal a written certification from its bonding company that said bonding company shall, if said Contractor is awarded this transportation contract, be prepared to make, execute, and deliver to the School District a valid performance bond bonding said Contractor in their performance of these transportation contracts, in a sum equal to the full amount of its contract for the entire length of performance of the contract. If awarded the contract pursuant to its proposal, the successful Contractor, to qualify, will be required to make, execute, and deliver such performance bond issued by a bonding company duly licensed to do business in the State of New York and approved by the School District's attorney, to the School District's representative within ten (10) days after the Board's resolution awarding the contract or prior to commencement of transportation, whichever shall occur first.

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

Any failure on the part of the Contractor to perform as per the specifications of the Contract will be deemed a breach of the condition for faithful performance.

It is hereby expressly provided that if the Contractor is adjudged as bankrupt or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency or if it defaults in the due performance of this contract or if it persistently disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this contract, then the School District in any such events, by its Board of Education, by a resolution setting forth the reasons that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving said Contractor and its bonding company three (3) days written notice, terminate the employment of the Contractor and take possession of said Contractor's equipment, materials, and machinery used in connection therewith, and may perform this transportation contract by whatever method the Board of Education deems expedient; or in the alternative, the School District, by resolution of its Board of Education in any of such events may declare a default of said Contractor and invoke performance by said Contractor's bonding company in accordance with its performance bond. In any such case the Contractor shall not be entitled to receive

any further payment and the Board of Education may lawfully expend and apply any monies constituting the unpaid balance of the contract price to either complete this transportation contract by whatever method the Board of Education deems best or, as the case may be, to pay over the applicable portion or the whole thereof to the Contractor's bonding company after its due performance of this transportation contract in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said School District.

In any such events, if the cost to the School District to complete this transportation contract exceeds such unpaid balance of the contract price, the Contractor shall pay the difference to the School District and shall be responsible for any costs incurred by the School District.

Any bonding company who submits a performance bond for this transportation contract thereby agrees to each and every provision of this contract and hereby waives notice of any alteration or change in this contract made or that may be made within the allowable provisions thereof.

Section 7 - Bid Bond (Proposal Bond)

Each proposer will be required to furnish, at its own cost and expense, a bid bond or certified check in the amount of ten percent (10%) of the first year of the following transportation service contracts: (1) Home- to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) with District providing fuel; (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger vehicles and under, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel. The bid bond or certified check will be returned to the successful Contractor(s) after the School District and the Contractor(s) have executed the contract, provided a performance bond is in effect.

In the event of failure or refusal of the Contractor to execute and deliver the contract together with the performance bond hereinafter specified within ten (10) days after award, the bid bond or certified check submitted with the proposal shall become the property of the Westbury UFSD. Certified checks shall be made payable to the Board of Education, Westbury UFSD. Bid bonds shall use the same description.

Section 8 – School District and Contractor Responsibility

- A. The Contractor will provide all necessary school buses, vehicles, equipment, labor and supplies. The Contractor will employ school bus drivers and provide supervision over the operation of the school buses and vehicles. The Contractor will provide insurance. The Contractor will assist the School District in designing more efficient routes subject to the School District's prior approval. It shall be the responsibility of the Contractor to check the mileage and time prior to the submission of a proposal and consider any inconsistencies in his/her proposal. Contractor waives all future claims for bringing any inconsistency to the School District's attention prior to submission of its proposal. The Contractor will be responsible for maintaining internet and email resources required for effective communication

with the School District and the Contractor's routing and scheduling software. The Contractor will provide the School District with New York State DOT BUSNET results each year services are provided to the School District.

- B. The successful Contractor shall be required to furnish to the Board's representative, within eight (8) weeks after the start of the school, the actual route mileage for each route, unless State Education Department requires earlier notification.
- C. Fuel: It is the intention of the School District to request proposals with the School District supplying fuel to be used in the performance of the school year *Home to School/School to Home* school year contract for large buses (65-66 passenger bus) and *Home to School/School to Home* school year contract for vans (20-30 passenger, including lift buses).
1. 10 miles per gallon will be the basis for fuel allocation for 65-66 passenger buses.
 2. 15 miles per gallon will be the basis for fuel allocation for 20-30 passenger vans (incl. lift buses).
 3. Bus route mileage will be computed on the basis of the contractor's trip mileage sheets and will be verified by the district's computerized routing program.
 4. Any fuel used by the Contractor in the performance of the services under this contract in excess of the allocation computed using the data set forth in paragraphs 1-2 above will be paid for directly by the Contractor. The Contractor will not be reimbursed for this expense.
 5. The Contractor must provide signed receipts of delivery to the Transportation Office as soon as the fuel is received. ***Fuel purchases will be spread out equally over the 10- month school year, if determined necessary by the School District.***
 6. Should changes occur reducing the total bus route mileage per year, the Board of Education will reduce the mileage allowance accordingly.
 7. The Contractor will maintain adequate records as to the fuel used on a monthly basis and submit to the School District a monthly statement signed by an authorized representative of the Contractor showing the total number of gallons used. The Board of Education reserves the right on demand to see the charts of the Contractor which shall show a total mileage traveled by buses/vehicles under this contract and the total number of gallons used therefore.
 8. The Contractor shall be responsible for providing storage tanks and pumps in any instances where the fuel wholesaler under the contract does not provide the same. The Contractor's shall be responsible for ensuring that any storage tank(s) and pumps shall meet any and all requirements of applicable law and regulations including any; and shall be free of any internal leaks, which may contaminate stored fuel. The Contractor shall be responsible for testing said tank(s) for internal water accumulation at least once per week.
 9. Only in the circumstance where a student is residing greater than 15 miles outside of the School District boundary shall the School District be responsible for deadhead mileage. Mileage for the displaced student will be calculated from Westbury High School. ***All other deadhead miles are not the responsibility of the School District.***

Deadhead miles are described as follows:

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

From -School Runs (including out of district schools)-Deadhead miles are miles travelled to the first school of a from-school run. Any miles travelled after the last

student drop off on a from-school run will be deemed deadhead miles.

D. Tolls

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

E. Vehicles: Large buses are to be 65-66 pupil capacity and Vans are to be 20 to 30 pupil capacity and lift buses up to 4 W/C stations. All vehicles are required to have an air conditioning. A ten (10) year replacement schedule for all buses shall be the minimum replacement rate for the purpose of scoring the proposal. Replacement schedules that provide for greater than ten (10) year replacement schedules will result in a zero (0) score for vehicle replacement. No vehicles over ten years old may be used in the performance of the contract(s) without the expressed written consent of the school district.

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

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have sufficient spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within **20 minutes**. The Contractor must maintain a spare ratio of ten percent (10%) of each size of vehicle utilized in the performance of this Contract.

Vehicles used in the performance of this contract shall further include the following features:

- Seat belts on all vehicles;
- GPS vehicle tracking and video camera systems. Contractor will make all GPS reports, and video footage available to the District upon request; GPS systems must have an app for parents to view the status of their children's bus route.
- Two-way radios as described herein, which shall always be maintained in operable condition by the Contractor. All vehicles must operate and utilize the same radio frequency. No vehicles shall be operated at any time without an operating radio;
- Air conditioning
- When approved car seats, boosters and safety harnesses are needed for specific students, including Pre- Kindergarten, they shall be provided by the Contractor at his/her expense; and
- All buses will be diesel or gasoline fueled unless the School District specifically approves an exception. Electric Vehicles are also acceptable.
- The District will endeavor to have students use a technology enabled bus pass to 'swipe' when they board and disembark the school bus. This will necessitate the installation of a card reader on the school buses. Contractor agrees to have card readers installed on all vehicles, providing to/from school service, used in service of the contract.
- The District will participate in the Town of North Hempstead and/or the Town of Hempstead's School Bus Stop Arm Enforcement program; contractor agrees to install necessary equipment on all large buses and mini-buses.

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

All buses used in fulfilling this Contract must have a pupil seating capacity as listed in the appropriate appendix and/or proposal form. All buses must be painted in the National School Bus Chrome color. All such buses must be owned by the Contractor, except in cases of emergency in which cases permission for use of other buses must be obtained from the School District prior to such use.

Vehicles required by this Contract shall be provided in accordance with the Appendices attached hereto. Contractors are required to provide with their Proposal, on the Appendix attached, the make, model, year, fuel type and seating capacity of each vehicle to be used in fulfilling this contract.

- F. School Year and Number of Days: The number of days for which transportation will be required will not exceed one hundred eighty-five (185) days and, in any case, will be governed by the actual School calendar as adopted by the Board of Education including the calendars of all other schools for which the School District is responsible for furnishing transportation. When schools are closed for any reason, including but not limited to, "Acts of God," transportation is to be furnished on such other days as the Board of Education declares as official school days.

It is understood that on those days that Westbury UFSD have a scheduled closure and the private, special needs and/or BOCES schools are open, the Contractor will be responsible for furnishing any required transportation to those schools at no additional cost to the School District. Transportation shall not be required on Federal Holidays.

There will be no charge for schedule changes during exam weeks.

On all days including those days on which it snows, when the roads are icy, and other days when transportation may be deemed dangerous, only the Superintendent of Schools or his/her designee has the right and duty to determine if school will be canceled or delayed. The Contractor will hold vehicles and drivers until such time that he/she is notified by the Superintendent or designee that there will be no transportation of pupils for the particular day at issue.

The Superintendent of Schools is responsible to determine the closing or delayed opening of schools due to emergency conditions. The decision will be made known to the Contractor prior to the time of dispatching buses.

If classes are in session and during the day weather or emergency conditions arise making it necessary that children must be transported home prior to the regular closing of school, the Superintendent of Schools will so notify the Contractor as soon as possible to provide the usual and necessary transportation.

With regard to transportation on half days, early dismissal days, during exam periods in January and June, and other days when regular daily transportation schedule is not followed, the Contractor agrees to provide the necessary and required transportation for such days as he/she does for each regular school day. Contractor is obligated to follow all revised time schedules provided in such instances by the school. The Contractor is further responsible for obtaining and following all calendars for BOCES, special needs, and the non-public

program locations to which the Contractor provides transportation under this contract.

Schedule Variations

Dismissal Schedules – The services to be ordinarily provided by the Contractor on a regular basis on the regular routes (i.e. Home-to-School and School-to-Home Transportation Routes) are mutually understood to be contingent on the time schedules set forth in the regular Home-to-School and School-to-Home Transportation Route as made available, upon request, by the School District’s Transportation Department. The Contractor shall also provide:

- Transportation for District-wide midday dismissals when required, as determined by the District;
- Transportation for half days, early dismissals and delayed starts as determined appropriate by the Board of Education, Superintendent, or designee including, but not limited to parent conferences, special events, and/or emergencies.
- Comparable transportation to/from all BOCES, special needs and non-public schools covered by the Contract on days when Westbury UFSD has other-than-regular arrival or dismissal schedules;
- Comparable transportation for BOCES, special needs and non-public schools on days when UFSD are closed for any reason other than closures for inclement weather and federal holidays;
- Transportation for WUFSD students as required, in the discretion of the District, during January and June examination weeks as well as any and all BOCES and/or non-public schools to which transportation is provided under the Contract.

G. Hours of Operation

Working hours shall be defined as follows:

A.M. - From time of first stop pick-up to time of arrival at last school.

P.M. – From ten (10) minutes prior to scheduled departure time at the first school to the time the last student is dropped off on the last route.

Driving time shall be calculated from the first pick-up to the last drop-off for each scheduled work assignment. Drivers prep time and travel to and from the bus depot shall not be included.

The School District reserves the right to determine the starting and ending times of any and all bus routes. Working hours shall be determined by the School District and need not be consecutive. A deviation of up to fifteen (15) minutes above the assigned package does not warrant a change in compensation. Should deviations occur in excess of fifteen (15) minutes above the assigned package, compensation shall be prorated according to the Contract prices then in force.

H. Late Penalties: Certificates of Insurance and Performance Bonds must be received prior to the expiration of previous document. A \$1000.00 a day fine will be levied for late Certificates of Insurance and Performance Bonds.

I. Route Responsibility: If there is any question about route mileage or route timing as stated in the specifications, it shall be the responsibility of the Contractor to check the mileage and

time prior to the submission of proposals and consider any inconsistencies in his/her proposal. No adjustments will be made in the contract price after award of the contract, except as provided in other clauses of these specifications.

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 School District.

J. The successful Contractor further warrants and guarantees:

- a) That it financially solvent and it is experienced in and competent to perform the type of services/work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- b) That it shall procure and maintain Workers Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed contract.
- c) That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between Contractor and School District.
- d) That it will comply with the State Occupational Safety and Health Act (“SOSHA”) and the “Toxic Substances Act” (“Right to Know Act”) with respect to all operations or activities on School District premises.
- e) In accordance with Section 220-E of the Labor Law of the State of New York, it is agreed that:

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

No contractor, sub-contractor nor any person on his behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race color, creed or national origin.

As prescribed by law, there may be deducted from the amount payable to the Contractor by the School District under this contract a penalty for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of Section 220-E.

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

- f) The successful Contractor shall conform to the guidelines spelled out in the Nassau-Suffolk Affirmative Action Program.

- g) The Contractor will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. The Contractor agrees to comply with any and all Board policy related to drug and alcohol use.
- h) The successful Contractor will comply with any and all other applicable Federal, State, County and/or local laws, rules and regulations, and District policy. The Contractor will be required to obtain any and all permits and to complete this proposal in accordance with all State, County and Local ordinances, rules, regulations and requirements.

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

- i) In compliance with the New York State Health and Safety Act, as well as any and all Federal, State and Local laws, and/or regulations, regarding toxic and hazardous materials and substances, the Westbury UFSD hereby states its intention not to knowingly purchase or use any product, material or service which may be considered to be in whole or in part, toxic or hazardous.
- j) The Contractor shall comply with the applicable policies and procedures of the Westbury UFSD. Contractor shall conform to and abide by the policies, rules and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future policies and/or regulations as may reasonably be required by the School District, with the consent of the Contractor.
- k) Further, it shall be the responsibility of the Contractor to inform the School District, in writing, regarding the real or suspected toxic or hazardous nature, in whole or in part of any product, equipment or service which in its implementation, produces an immediate or residual toxic or hazardous consequence or by-product. Said notification shall be provided with the proposal, or at the time purchase is being considered when no proposal is required.

Section 9 - Two Way Radios/Cell Telephones/AV Equipment/GPS systems

All buses shall be equipped with two-way radios utilizing the same frequency. Any audio and visual equipment will be installed by the Contractor. Bus drivers are required to carry cell phones on all out-of-district trips where radio communication is not attainable; and are required to provide the Contractor and the District with the contact numbers for such cell phones. Cell phones shall not be used while the bus is in motion, including hands-free services. Video camera and GPS systems are required on each vehicle used to service public, non-public and special needs students. GPS systems must have an app for parents to view the status of their children's bus route.

Section 10 - Addition or Deletion of Buses

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

District's written order. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, School District employee contract changes, traffic and construction demands, etc. The successful Contractor guarantees that it will be able to accommodate a variety of changes over the life of the contract and provide additional vehicles as "adds," reduce vehicles as "deletes," or modify daily usage schedules, as needed according to the prices set forth in the proposal.

Section 11 –Laws of the State of New York and Regulations of the Commissioner of Education

The Contractor will comply with laws of the State of New York and the requirements of Section 156.12 of the Regulations of the Commissioner of Education and all applicable federal, state and local laws, rule, regulations and ordinance affecting this contract.

Section 12 - School Locations and Time Schedules

Current schedules and destinations are available, upon request, by the Contractor. These schedules and routes may be modified in the sole discretion of the School District.

Section 13 - Fleet Information and Bus Replacement

Fleet description, inspection records and results are to be included in the proposal. Buses must be newer than ten (10) years old. Average age of fleet will affect score for vehicle replacement schedule.

Section 14 - Routes

Route descriptions are available, upon request, in the School District's Transportation Department. Contractor will follow School District generated and other routes.

The Board of Education reserves the right to set up all routes, to change any and all routes, change times routes are to be operated, modify bus stops and any other such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in this RFP. No route changes are to be made by the Contractor without the written permission of the District Office. The Board of Education also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.

A principal officer of the Bus Contractor and the Contractor's dispatcher must be available at least one (1) month prior to the opening of school to cooperate with the School District in constructing bus routes.

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

Children shall be transported to their respective schools, and buses shall arrive at their respective schools for dismissal, at times determined by the School District.

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

The Contractor will be responsible for furnishing transportation to the schools and locations as provided in the Program descriptions set forth in herein.

On a day established by the School District within one (1) 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 any routes where there is an indication of an inability to regularly perform to schedule and to safely serve the pupils, and the Contractor shall advise the School District of the same. Contractor must provide written verification of this trial run process to the School District no later than August 30th of each year.

Section 15 - In and Out of District Transportation for Public, Private, Parochial Locations

Information about in and out of district transportation for public, private and special needs locations, are included in the Appendices and Proposal forms of this RFP. In accordance with the Regulations of the Commissioner of Education, separate contracts will be awarded (1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65 - 66 passenger bus) with District providing fuel; (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger vehicles and under, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips and (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel.

Section 16 - Proposal Forms

Costs for (1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (66 -65 passenger bus) with District providing fuel; (2) Home-to- School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30 passenger vehicles and under, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips and (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20- 30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel. These costs must be submitted on the forms of proposal provided in this RFP.

Section 17 - Proposal

- A. Proposals must be received by the Westbury UFSD by 10:00 a.m. on February 13, 2023 in an envelope clearly marked: **TRANSPORTATION PROPOSAL: DO NOT OPEN UNTIL 10:00 A.M. ON February 13, 2023**
- B. Proposals must include copies of all pages of the RFP with each page initialed by the Contractor.
 - (1) Original and (2) copies of complete proposal must be submitted.

Section 18 - Evaluation of Proposal

Each proposal for each of the transportation contracts will be evaluated by the School District Administration and Board of Education based on the criteria in Section 156.12 of the Regulations of the Commissioner of Education.

Measures of safety include formal safety programs, including driver training, administrative procedures for driver employment, pupil safety programs, and accident record analysis and the most current 3 years of NYS Department of Transportation Bus Inspection System Operator Profiles.

Costs will be compared to the cost for the current transportation system by the School District and for the cost for each proposal.

Quality of service will include measures of any quality management criteria such as mission statements and goals.

Criteria and weighting pursuant to Section 156.12 of the Regulations of the Commissioner of Education are contained in the public notice soliciting proposals and the appendix attached to this RFP.

Proposals for transportation must include cost using the format set forth in the forms of proposals in this RFP and/or the alternative pricing proposal for different configurations and number of buses. All proposals must include a signed and notarized Non-Collusive Statement and Affidavit of Compliance in the format included in this RFP.

Section 19 - Award

The School District will endeavor to make an award within ninety (90) days after the date of the proposal opening, and all proposals shall remain firm during that time period. *The School District further reserves the right to make awards following this initial ninety (90) day period to any proposer who has not provided written notice to the School District Transportation Supervisor that its proposal has been withdrawn.*

For the purpose of calculating the cost of the proposals, the requirements of the School District as described in the Forms of Proposals will be utilized as the basis for calculating the annual cost of the proposal.

Section 20 - Term

The term of the contract(s) shall be for a period of one (1) year, unless a multi-year contract is authorized by the voters of the School District for a three (3) or five (5) year period. If the voters do not authorize a multi-year agreement, a one (1) year contract will be awarded for each contract. After the one-year contract period, the contract(s) may be extended in accordance with applicable law, rules and regulations at a rate to be determined by the School District and the Contractor, but it is not to exceed the previous year's contract price plus the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to contract renewals are modified during the term of this contract.

Section 21 - Contract

Each proposal will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall

constitute a contract between the successful Contractor and the School District. The contract shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.

The placing in the mail of a notice of award to a successful Contractor, to the address given in the proposal will be considered sufficient notice of acceptance of contract. Any contract awarded hereunder is contingent upon the approval of the Commissioner of Education after review by the New York State Education Department with respect to 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 conformance is received by the School District. The Contract shall be subject to the approval of the Board of Education, the Superintendent of Schools and the Commissioner of Education.

If the successful Contractor fails to furnish service on the date of commencement of the contract; or should it default in meeting any obligation under said contract; or should the successful Contractor fail, or be delinquent, in its performance of the contractual requirements and specifications in a timely fashion, as determined by the Board of Education of the School District, then the School District shall have the right to declare the successful Contractor in default and, in addition to any other legal or equitable remedies available to it, the School District, upon declaring the successful Contractor in default, may upon ten (10) days written notice to the successful Contractor, take the following action:

- a) Withhold any funds due the successful Contractor under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the successful Contractor; and/or
- b) Commence providing the services contracted for with the successful Contractor, either directly or through another contractor.

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

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

The Public Notice, Specifications, Appendices, Forms of Proposal and Addenda shall form a part of this contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the contract itself, together with any contract documents for which the State Education Department requires to be executed.

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

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

Section 22 – Payments

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

Section 23 - Method of Payment

The Contractor shall submit an original invoice for payment on a monthly basis, for services rendered September through June, or as otherwise deemed necessary by the Board of Education.

Payment will be made on a monthly basis upon approval of said invoice by the Board of Education of the Westbury UFSD. The Contractor shall be required to submit a corrected invoice, labeled as such, prior to payment, should corrections be deemed necessary by said District Office.

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

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

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

Payments of any invoice shall not preclude the School District from making claim for adjustment on any item found not to have been in accordance with General Conditions and specifications.

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

Section 24 - Contract Non-Assignable

- A. The contract for transportation or any right, title, or interest therein may not be assigned by the Contractor without the prior written approval of the Board of Education, the Superintendent of Schools, and the Commissioner of Education.

Section 24A – Subcontractors

- A. Contractor may use subcontractor(s) to perform some of the Services, provided that Contractor’s use of any subcontractor will not relieve, waive, or diminish any obligation Contractor has under the agreement.

- B. Contractor shall ensure that any subcontractor Contractor engages to perform any portion of the Services meets the applicable minimum qualifications set forth in Section 1 of the Request for Proposals pursuant to which the agreement was awarded.
- C. Contractor shall (a) impose on subcontractors obligations consistent with the terms of the agreement, and (b) ensure that Subcontractors comply with the agreement.
- D. Contractor shall ensure that subcontractor fully comply with all Laws.

Section 25 – Storage of Buses and Maintenance and Repair Facility

- A. Every Proposal must address the location of bus storage and the repair and maintenance facility. The bus storage, maintenance, and repair facility or facilities must be located in a reasonable distance and travel time (twenty (20) minutes or less) from all points within the boundaries of the District so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to address the location or to provide an unreasonable or unsuitable location for servicing the contract proposed may affect scores on Fleet inspection, maintenance schedule and safety. The Contractor must provide bus parking at a reasonable and suitable location. If that location is not at the repair and maintenance facility, the proposal must address the parking location. The School District reserves the right to inspect the proposed bus storage, maintenance, and repair facility or facilities to determine its/their adequacy prior to the award of the Contract. At the time of contract award the successful proposer must have 100% of the vehicles provided in this contract “parked in” (i.e., parked in the designated bus storage location).

Section 26 – Rights to Property:

As a condition of this contract, the Contractor agrees to allow School District Administrative Personnel on any property connected with the service provided to the School District for the purpose of inspection at any time. The Contractor shall also make the garage facility available for inspection of equipment by School District personnel.

Section 27 -Termination

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

1. Terminate any contract, at its sole discretion because of unsatisfactory service, unsafe operation, and/or practice, or improper maintenance of vehicles, assignment of unqualified personnel or competence. The Contractor will be held accountable for the demeanor of drivers and those found to be uncooperative. Those found unsuitable shall immediately be replaced at the request of the School District.

2. If the Contractor, after being notified, fails to correct any improper or unsatisfactory condition within five (5) days, notice of cancellation or termination of contract shall be made by the School District in writing and sent to the Contractor via certified mail to the office and address of the Contractor as indicated in the Form of Proposal.
3. In the event that the Contractor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure any such failure within the five (5) days of notification, the School District reserves the right to terminate said contract for default and, in order to protect the continuity of operations, procure the required services from the proposer that received the next highest total score, or from any other source the School District deems acceptable. During the five (5) days, liquidated damages as described herein shall be assessed. The Contractor shall be responsible for all costs incurred by the School District as a result of its failure to comply with the terms and conditions of its contract, including, but not limited to the difference between the cost of substitute services.
4. The School District, by five (5) days written notice, may terminate this contract in whole or in part, when it is in its best interest. If this contract is so terminated, the School District shall only be liable for payment in accordance with the provisions of this contract for services or supplies rendered prior to the effective date of termination.
5. Call upon the surety that issued the Performance Bond to the contractor to fulfill the obligations under the terms of said Performance Bond.

The School District may, at any time, in writing demand adequate assurance of due performance from the Contractor. The Contractor shall provide written assurance of performance within five (5) days of service of such demand. The School District may, at any time, in writing demand the production of then-current financial statements and records required by this Request for Proposal to demonstrate the continued financial responsibility and solvency of the Contractor. The Contractor shall provide the requested financial statements and records within ten (10) days of service of such demand. Should Contractor fail to provide written assurance of performance and/or required financial statements and records, the School District may take such actions as permitted under this Section 27.

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

Section 28 - Disputes

In case of any ambiguity, inconsistency or error in any of the Contract Documents or of a conflict between a provision of the Contract Documents and provisions of a State Law or regulation, the proposer is required to draw such matter to the attention of the Superintendent or his/her designate before he/she submits his/her proposal.

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

Section 29 - Compliance with Title IX Regulations

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

Section 30- Compliance with The American Disabilities Act and Section 504 of The Rehabilitation Act of 1973

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

Westbury UFSD

Appendices and RFP Forms

**APPENDIX
PROGRAM DESCRIPTIONS**

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

1. HOME/SCHOOL -SCHOOL/HOME PROGRAM - LARGE BUSES (65-66 PASSENGER CAPACITY) *(Includes In and Out-of-District Transportation for Public, Private, Parochial and Special Needs Schools and Programs)*

This is the estimated usage for the 2023-2024 school year. The cost shall be based upon calculating the total annual cost for either a one (1), three (3) or five (5) years of this usage and the prices submitted on Form of Proposal – 1 [district providing fuel] or by multiplying the number of buses by the cost per bus per month. The cost per month will be calculated on the basis of a 185-day school year to achieve the total cost per year, unless a school calendar(s) provides otherwise

2. HOME/SCHOOL - SCHOOL/HOME PROGRAM - VANS (20-30 PASSENGER AND UNDER INCLUDING LIFT BUSES) *(Includes In and Out-of-District Transportation for Public, Private, and Special Needs Schools and Programs)*

This is the estimated usage for the 2023-2024 school year. The cost shall be based upon calculating the total annual cost for either a one (1), three (3) or five (5) years of this usage and the prices submitted on Form of Proposal - 2 [district providing fuel] or by multiplying the number of buses by the cost per bus per month. The cost per month will be calculated on the basis of a 185-day school year to achieve the total cost per year, unless a school calendar(s) provides otherwise.

3. ATHLETIC TRIPS

Information enclosed indicates the estimated need for 545 athletic trips. The cost shall be based upon the prices submitted for the Per Hour Rate for 65-66 passenger buses and 20-30 passenger vans on Form of Proposal -3 [contractor provides fuel] for either one (1), three (3) or five (5) years.

4. FIELD TRIPS

Information enclosed indicates the estimated need for 452 field trips. The cost shall be based upon the prices submitted for the Per Hour Rate for 65-66 passenger buses and 20-30 passenger vans on Form of Proposal -4 [contractor provides fuel] for either one (1), three (3) or five (5) years.

5. SUMMER- IN-DISTRICT

This is the estimated usage for the 2023 Summer Session. The cost shall be based upon calculating the total annual cost for a one (1), three (3) or five (5) years of this usage (Summer Session) and the prices submitted on Form of Proposal – 5 [contractor provides fuel] and by multiplying the number of buses and Attendants/Monitors by the cost per bus/Attendant/Monitor per day. The cost per year will be calculated on the basis of a 30-day school year to achieve the total cost, unless a school calendar(s) provides otherwise.

6. SUMMER PROGRAM – OUT OF DISTRICT

This is the estimated usage for the 2023 school year (Summer Session – Out of district transportation). The cost shall be based upon calculating the total annual cost for a one (1), three (3) or five (5) years of this usage (Summer Session) and the prices submitted on Form of Proposal – 6 [contractor provides fuel] and by multiplying the number of buses and Attendant/Monitor by the cost per bus/ Attendant/Monitor per day. The cost per year will be calculated on the basis of a 30-day school year to achieve the total cost, unless a school calendar(s) provides otherwise.

APPENDIX

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

AMENDMENT TO REGULATIONS OF THE COMMISSIONER OF EDUCATION

Pursuant to Sections 207, 305 (14) and 3625 of the Education law and Chapter 698 of the Laws of 1996 Section 156.12 of the Regulations of the Commissioner of Education is amended, effective March 19, 1997, to read as follows:

156.12 Transportation contracts awarded through a request for proposals.

- A. Pursuant to the provisions of paragraph a of subdivision 14 of section 305 of the Education Law, all contracts for the transportation of pupils which are subject to the competitive bidding requirements of General Municipal Law shall be awarded to the lowest responsible bidder or through an evaluation of proposals submitted in response to a request for proposals by a Board of Education.
- B. When a Board of Education elects to award a contract through an evaluation of proposals in response to a request for proposals, such board of education shall evaluate each proposal from a responding contractor in accordance with the following criteria:
1. the previous experience of the contractor in transporting pupils;
 2. the name of each transportation company of which the contractor has been at owner or manager;
 3. a description of any safety programs implemented by the contractor;
 4. a record of accidents in motor vehicles under the control of the contractor;
 5. the driving history of employees of the contractor;
 6. inspection records and model year of each of the motor vehicles under the control of the contractor;
 7. maintenance schedules of the motor vehicles under the control of the contractor;
 8. a financial analysis of the contractor; [and]
 9. documentation of compliance with motor vehicle insurance requirements; and
 10. total cost of the proposal.
- C. Any public notice soliciting proposals for transportation services as well as any instructions provided to potential respondents to a request for proposal pursuant to this section, shall specify all of the criteria to be used in evaluating such proposals and shall specify the weights the board of education has assigned to each criterion for the purpose of evaluating proposals submitted in response to the request for proposals. For this purpose, no single criterion shall be weighted in excess of 50 percent of the total weight of all of the criteria to be used.
- D. Each district awarding a contract through an evaluation of proposals shall submit such contract to the Commissioner for approval pursuant to the provisions of Education Law sections 305 (14) and 3625, together with satisfactory evidence of the date of the request for such proposals, the forms and instructions used in making such request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to such criterion, the scores used to assess each category of the criteria and such other information as the commissioner deems necessary for such approval.

- E. Proposals for contracts for anticipated transportation needs for the following school year shall be requested no later than June 1, except that proposals for contracts for transportation of children with disabilities shall be requested no later than July 1 of the school year for which such contracts are to be awarded.
- F. Notwithstanding, the provisions of subdivision (e) of this section, in the case of an emergency or other unforeseen occurrence or condition affecting transportation services and requiring immediate action which cannot await responses to a request for proposals, interim contracts may be awarded for a period not to exceed one month pending the award of a contract for such services in accordance with the provisions of subdivisions (a) through (d) of this section.
- G. Proposals for contracts which cannot be anticipated in accordance with the provisions of subdivision (e) of this section, because of an emergency or other unforeseen occurrence or condition affecting transportation services, shall be requested at least 30 days prior to the beginning date of service.

PROPOSAL CRITERIA AND SCORING

The following criteria will be applied for each of the following transportation contracts:

(1) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (65-66 passenger bus) with District providing fuel; (2) Home-to-School Transportation for In/Out of District Transportation for Public/Private/Parochial/Special Needs (20-30) passenger vehicles and under, including lifts & Attendants/Monitors) with District providing fuel; (3) Athletic Trips; (4) Field Trips and (5) Summer Home-to-School Transportation for In District Transportation for Public / Special Needs Students (20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors with Contractor providing fuel and (6) Summer Home-to-School Transportation for Out of District Transportation for Public – Special Needs Students 20-30 passenger, 65-66 passenger vehicles and including lifts & Attendants/Monitors) with Contractor providing fuel

Category	Weight
I(A) Previous Experience of the Proposer in School Transportation	5
I(B) Management in performance of contracts in School Transportation	5
II(A) Safety Program	10
II(B) Accident History	5
II(C) Record of Drivers	5
II(D) Fleet Inspection Record	5
II(E) Maintenance Schedule of Vehicles	5
III(A) Financial Analysis	5
III(B) Insurance Requirements	5
IV Cost - points to be prorated on percentage over lowest cost	50
TOTAL	100

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

Contractor _____ Date _____

Rater _____ Date _____

Pupil Transportation Proposal Proposal Scoring Document

Date: _____

Contractor: _____

CHECKLIST AND SCORE _____ Evaluator: _____

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

Category

I (A)
Previous experience of the proposer in transporting pupils.
Maximum Score – 5 Points SCORE: _____

I (B).
Evaluation of management in the performance of contracts to District.
Maximum Score – 5 Points SCORE: _____

II (A)
Safety programs implemented by proposer.
Include supporting documents in proposal.
Maximum Score – 10 Points SCORE: _____

II (B)
Record of accidents in motor vehicles under the control of the Proposer for the past three (3) years, if applicable. List insurance runs with accident description and ratio of injury vs. physical damage.
Maximum Score – 5 Points SCORE: _____

II (C)
Driving history of employees of the company and driving practices.
Include abstracts and driving records.
Maximum Score – 5 Points SCORE: _____

II (D)
Inspection records and model year of the motor vehicles under the control of proposer NYS DOT BUSNET score.
Include NYSDOT OPERATOR PROFILE for (3) previous years for all Nassau and Suffolk locations. (Region 10)
Maximum Score – 5 Points SCORE: _____

II (E)

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

Maximum Score – 5 Points

SCORE: _____

III (A)

Financial analysis of proposer (include financial statements)

Maximum Score – 5 Points

SCORE: _____

III (B)

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

Maximum Score – 5 Points

SCORE: _____

IV (A)

Overall cost of proposal over the period of time requested. Points will be awarded as a percentage of all proposers.

Maximum Score – 50 Points

SCORE: _____

TOTAL SCORE: _____

MAXIMUM TOTAL SCORE 100 POINTS

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

APPENDIX

- ***HOLD HARMLESS AGREEMENT***
- ***IRAN DIVESTMENT CERTIFICATION***
- ***STATEMENT ON SEXUAL HARASSMENT***

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

HOLD HARMLESS AGREEMENT

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

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

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

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

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED.

ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR.

Sworn before me this _____ day of _____, 20____

Signature _____

Date _____

Notary Public

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

In accordance with General Municipal Law §103-g, which generally prohibits the School District from entering into contracts with persons engaged in investment activities in the energy sector of Iran, the bidder/proposer submits the following certification:

(Please Check One)

Proposer's Certification

- By submission of this bid or proposal, each bidder/proposer and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certified as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder/proposer is not on the list created by the Office of General Services (OGS) pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law.

- I am unable to certify that my name and the name of the bidder/proposer does not appear on the list created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the State Finance Law. I have attached a signed statement setting forth in detail why I cannot so certify.

Dated: _____

Name of Bidder/Proposer

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____, 20__

Notary Public

Dated: _____

NEW YORK STATE SEXUAL HARASSMENT LAWS

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

BIDDER'S STATEMENT ON SEXUAL HARASSMENT

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

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

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of Section 201 g of the Labor Law.

Dated: _____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Sworn to before me this

_____ day of _____, 20____

Notary
Public

Dated: _____

APPENDIX

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

WUFSD School List 2022-2023

Name	Student Count	Town
WESTBURY HIGH SCHOOL	1551	Old Westbury
WESTBURY MIDDLE SCHOOL	1055	Westbury
PARK AVE	553	Westbury
DREXEL	522	Westbury
POWELLS	479	Westbury
DRYDEN	442	Westbury
ST. BRIGID/LADY OF HOPE	52	WESTBURY
ACADEMY CHARTER	43	UNIONDALE
BOCES JERUSALEM AVE	43	NORTH BELLMORE
KELLENBERG MEMORIAL HIGH	37	UNIONDALE
HOLY TRINITY HS	36	HICKSVILLE
ROOSEVELT CHILDREN'S ACADEMY	31	ROOSEVELT
BOCES RMK	25	WANTAGH
ST. AIDAN'S	20	WILLISTON PARK
LONG ISLAND LUTHERAN MS/HS	18	BROOKVILLE
CRESCENT SCHOOL	17	HEMPSTEAD
TIEGERMAN SLCD	14	GLEN COVE
CHAMINADE	13	MINEOLA
HOLY FAMILY	12	HICKSVILLE
OUR LADY OF MERCY ACADEMY	11	SYOSSET
PORTLEDGE	11	LOCUST VALLEY
UCP	11	Roosevelt
RUSHMORE	10	Carle Place
TRINITY LUTHERAN	10	HICKSVILLE
BOCES ROBERT WILLIAMS	9	JERICO
BROOKVILLE CENTER FOR CHILDREN	9	BROOKVILLE
BOCES CARMAN RD	7	MASSAPEQUA PARK
BOCES IRIS WOLFSON HS	7	Greenvale
FRIENDS ACADEMY	7	LOCUST VALLEY
GREEN VALE SCHOOL	7	Old Brookville
ST. DOMINIC'S HIGH SCHOOL	7	OYSTER BAY
VARIETY CHILD LEARNING CENTER	7	Levittown
WESTBURY FRIENDS	7	WESTBURY
SACRED HEART ACADEMY	6	HEMPSTEAD
ST. MARY'S HIGH SCHOOL	6	MANHASSET
BOCES SEAMAN NECK	5	SEAFORD
BOCES WILLET AVE	5	HICKSVILLE
NOTRE DAME	5	NEW HYDE PARK
ST. ANTHONY'S HIGH SCHOOL	5	HUNTINGTON
ST. JOSEPH'S SCHOOL	5	GARDEN CITY
ST. WILLIAM THE ABBOT	4	Seaford
BOCES CAREER PREP	3	Westbury
BUCKLEY COUNTRY DAY SCHOOL	3	ROSLYN
DDI HUNTINGTON	3	HUNTINGTON
EVERGREEN	3	HEMPSTEAD
FREEPORT CHRISTIAN ACADEMY	3	Freeport
HOLY CHILD	3	OLD WESTBURY
JAMES E ALLEN MS/HS	3	Dx Hills

-CONTINUED ON THE NEXT PAGE-

-CONTINUED FROM THE PREVIOUS PAGE-

Name	Student Count	Town
SCHECHTER OF LI	3	Williston Park
SEAFORD HS	3	SEAFORD
ST. FRANCES PREP	3	FRESH MEADOWS
ST. MARTIN DE PORRES	3	UNIONDALE
ABILITIES	2	Albertson
CDD	2	WOODBURY
EAST WOODS SCHOOL	2	OYSTER BAY
GRACE CHRISTIAN ACADEMY	2	MERRICK
HAGEDORN LITTLE VILLAGE	2	Seaford
MARIA REGINA SCHOOL	2	SEAFORD
MILL NECK MANOR	2	Mill Neck
SOUTHSIDE HS	2	Rockville Centre
ST. MARY'S ELEMENTARY SCHOOL	2	MANHASSET
WHISPERING PINES	2	OLD WESTBURY
WILLIAM SPYROPOULOS	2	Flushing
ARCHBISHOP MOLLOY HS	1	Briarwood
Bethpage High School	1	Bethpage
BOCES WOODWARD PK ELEM	1	Farmingdale
CARLE PLACE MS/HS	1	CARLE PLACE
FUSION ACADEMY	1	Woodbury
HANC UNIONDALE	1	UNIONDALE
HARMONY HEIGHTS	1	East Norwich
HENRY VISCARDI SCHOOL	1	ALBERTSON
HOLY CROSS HS	1	Flushing
HUNTINGTON MONTESSORI SCHOOL	1	HUNTINGTON STATION
ISLIP ACADEMIC CENTER	1	Oakdale
LI SCHOOL FOR THE GIFTED	1	HUNTINGTON STATION
LONG ISLAND MONTESSORI	1	Westbury
MARTIN DE PORRES HS	1	Valley Stream
MDQ ACADEMY	1	Brentwood
PROGRESSIVE SCHOOL OF LI	1	MERRICK
SEAFORD MS	1	SEAFORD
ST. AGNES	1	Rockville Centre
ST. EDWARD CONFESSOR SCHOOL	1	SYOSSET
ST. GREGORY THE GREAT	1	Bellerose
ST. JOHN THE BAPTIST	1	FARMINGDALE
ST. THOMAS THE APOSTLE	1	West Hempstead
THE DE LA SALLE ACADEMY	1	Freeport
WALDORF	1	GARDEN CITY
FAMILY OF KIDZ	1	NEW HYDE PARK

Westbury UFSD

Proposal Forms

**HOME TO SCHOOL
TRANSPORTATION LARGE BUS
65-66 PASSENGER DISTRICT
PROVIDES FUEL
FORM OF PROPOSAL – 1**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

- First:** That said proposer is of lawful age and the only one interested in this proposal and that no one other than said proposer has any interest herein.
- Second:** That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third:** That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth:** That said proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.
- Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

In strict accordance with the proposal documents:

2023-2024 School Year 65-66 Passenger Bus

No of Hours	Estimated Number of Buses	Contract 1 Cost with District Providing Fuel Per Bus Per Month	Contract 1 Total Cost District Providing Fuel Per Year
4	5	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost
6	12	\$ _____ Per Bus	\$ _____ Total Cost
7	5	\$ _____ Per Bus	\$ _____ Total Cost
8	2	\$ _____ Per Bus	\$ _____ Total Cost
		Contract 1 TOTAL COST – 2023-2024 Large bus	\$ _____

2024-2025 School Year 65-66 Passenger Bus

No of Hours	Estimated Number of Buses	Contract 1 Cost with District Providing Fuel Per Bus Per Month	Contract 1 Total Cost District Providing Fuel Per Year
4	5	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost
6	12	\$ _____ Per Bus	\$ _____ Total Cost
7	5	\$ _____ Per Bus	\$ _____ Total Cost
8	2	\$ _____ Per Bus	\$ _____ Total Cost
		Contract 1 TOTAL COST – 2024-2025 Large bus	\$ _____

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

In strict accordance with the proposal documents:

2025-2026 School Year 65-66 Passenger Bus

No of Hours	Estimated Number of Buses	Contract 1 Cost with District Providing Fuel Per Bus Per Month	Contract 1 Total Cost District Providing Fuel Per Year
4	5	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost
6	12	\$ _____ Per Bus	\$ _____ Total Cost
7	5	\$ _____ Per Bus	\$ _____ Total Cost
8	2	\$ _____ Per Bus	\$ _____ Total Cost
		Contract 1 TOTAL COST – 2025-2026 Large bus	\$ _____

2026-2027 School Year 65-66 Passenger Bus

No of Hours	Estimated Number of Buses	Contract 1 Cost with District Providing Fuel Per Bus Per Month	Contract 1 Total Cost District Providing Fuel Per Year
4	5	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost
6	12	\$ _____ Per Bus	\$ _____ Total Cost
7	5	\$ _____ Per Bus	\$ _____ Total Cost
8	2	\$ _____ Per Bus	\$ _____ Total Cost
		Contract 1 TOTAL COST – 2026-2027 Large bus	\$ _____

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

2027-2028 School Year 65-66 Passenger Bus			
No of Hours	Estimated Number of Buses	Contract 1 Cost with District Providing Fuel Per Bus Per Month	Contract 1 Total Cost District Providing Fuel Per Year
4	5	\$ _____ Per Bus	\$ _____ Total Cost
5	6	\$ _____ Per Bus	\$ _____ Total Cost
6	12	\$ _____ Per Bus	\$ _____ Total Cost
7	5	\$ _____ Per Bus	\$ _____ Total Cost
8	2	\$ _____ Per Bus	\$ _____ Total Cost
		Contract 1 TOTAL COST – 2027-2028 Large bus	\$ _____

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

PROPOSAL 1 WITH DISTRICT PROVIDING FUEL

2023-2024	
Grand Total for 2023-2024	\$
2024-2025	
Grand Total for 2024-2025	\$
2025-2026	
Grand Total for 2025-2026	\$
2026-2027	
Grand Total for 2026-2027	\$
2027-2028	
Grand Total for 2027-2028	\$

TOTAL COST		
1 Year Aggregate Total	2023-2024	\$
3 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026	\$
5 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028	\$

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

- a. Athletic Trip Transportation Contract:
 Yes No

- b. Field Trip Transportation Contract:
 Yes No

- c. Van Transportation Contract:
 Yes No

- d. Summer In-district Transportation Contract:
 Yes No

- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

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

PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

Signature _____ Date: _____

Print Name and Title: _____

Sworn to before me this _____ day of _____, 20__.

(NOTARY PUBLIC)

**HOME TO SCHOOL TRANSPORTATION
VANS 20-30 PASSENGER
4 STATION W/C LIFT
ATTENDANTS/MONITORS
DISTRICT PROVIDES FUEL
FORM OF PROPOSAL – 2**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

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

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

Third: That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

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

2023-2024 School Year 20-30 PASSENGER VANS & 4 W/C LIFT & ATTENDANTS/MONITORS			
No of Hours	Estimated Number of Vans	Contract 2 Cost with District Providing Fuel Per Van Per Month	Contract 2 Total Cost District Providing Fuel Per Year
4	60 20-30 PASS	\$ Per Van	\$ Total Cost
5	18 20-30 PASS	\$ Per Van	\$ Total Cost
6	5 20-30 PASS	\$ Per Van	\$ Total Cost
7	1 20-30 PASS	\$ Per Van	\$ Total Cost
8	1 20-30 PASS	\$ Per Van	\$ Total Cost
4	3 4 Station W/C van	\$ Per Van	\$ Total Cost
5	1 4 Station W/C van	\$ Per Van	\$ Total Cost
6	0 4 Station W/C van	\$ Per Van	\$ Total Cost
4	15 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
5	20 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
6	3 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
7	2 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
8	0 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
		Contract 2 TOTAL COST – 2023-2024 VANS/Attendants/Monitors	\$ _____

TRANSPORTATION SERVICES
for the WESTBURY UFSD
In strict accordance with the proposal documents:

2024-2025 School Year 20-30 PASSENGER VANS & 4 W/C LIFT & ATTENDANTS/MONITORS			
No of Hours	Estimated Number of Vans	Contract 2 Cost with District Providing Fuel Per Van Per Month	Contract 2 Total Cost District Providing Fuel Per Year
4	60 20-30 PASS	\$ Per Van	\$ Total Cost
5	18 20-30 PASS	\$ Per Van	\$ Total Cost
6	5 20-30 PASS	\$ Per Van	\$ Total Cost
7	1 20-30 PASS	\$ Per Van	\$ Total Cost
8	1 20-30 PASS	\$ Per Van	\$ Total Cost
4	3 4 Station W/C van	\$ Per Van	\$ Total Cost
5	1 4 Station W/C van	\$ Per Van	\$ Total Cost
6	0 4 Station W/C van	\$ Per Van	\$ Total Cost
4	15 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
5	20 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
6	3 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
7	2 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
8	0 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
		Contract 2 TOTAL COST – 2024-2025 VANS/Attendants/Monitors	\$ _____

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

2025-2026 School Year 20-30 PASSENGER VANS & 4 W/C LIFT & ATTENDANTS/MONITORS			
No of Hours	Estimated Number of Vans	Contract 2 Cost with District Providing Fuel Per Van Per Month	Contract 2 Total Cost District Providing Fuel Per Year
4	60 20-30 PASS	\$ Per Van	\$ Total Cost
5	18 20-30 PASS	\$ Per Van	\$ Total Cost
6	5 20-30 PASS	\$ Per Van	\$ Total Cost
7	1 20-30 PASS	\$ Per Van	\$ Total Cost
8	1 20-30 PASS	\$ Per Van	\$ Total Cost
4	3 4 Station W/C van	\$ Per Van	\$ Total Cost
5	1 4 Station W/C van	\$ Per Van	\$ Total Cost
6	0 4 Station W/C van	\$ Per Van	\$ Total Cost
4	15 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
5	20 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
6	3 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
7	2 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
8	0 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
		Contract 2 TOTAL COST – 2025-2026 VANS/Attendants/Monitors	\$ _____

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

2026-2027 School Year 20-30 PASSENGER VANS & 4 W/C LIFT & ATTENDANTS/MONITORS			
No of Hours	Estimated Number of Vans	Contract 2 Cost with District Providing Fuel Per Van Per Month	Contract 2 Total Cost District Providing Fuel Per Year
4	60 20-30 PASS	\$ Per Van	\$ Total Cost
5	18 20-30 PASS	\$ Per Van	\$ Total Cost
6	5 20-30 PASS	\$ Per Van	\$ Total Cost
7	1 20-30 PASS	\$ Per Van	\$ Total Cost
8	1 20-30 PASS	\$ Per Van	\$ Total Cost
4	3 4 Station W/C van	\$ Per Van	\$ Total Cost
5	1 4 Station W/C van	\$ Per Van	\$ Total Cost
6	0 4 Station W/C van	\$ Per Van	\$ Total Cost
4	15 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
5	20 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
6	3 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
7	2 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
8	0 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
		Contract 2 TOTAL COST – 2026-2027 VANS/Attendants/Monitors	\$ _____

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

2027-2028 School Year 20-30 PASSENGER VANS & 4 W/C LIFT & ATTENDANTS/MONITORS			
No of Hours	Estimated Number of Vans	Contract 2 Cost with District Providing Fuel Per Van Per Month	Contract 2 Total Cost District Providing Fuel Per Year
4	60 20-30 PASS	\$ Per Van	\$ Total Cost
5	18 20-30 PASS	\$ Per Van	\$ Total Cost
6	5 20-30 PASS	\$ Per Van	\$ Total Cost
7	1 20-30 PASS	\$ Per Van	\$ Total Cost
8	1 20-30 PASS	\$ Per Van	\$ Total Cost
4	3 4 Station W/C van	\$ Per Van	\$ Total Cost
5	1 4 Station W/C van	\$ Per Van	\$ Total Cost
6	0 4 Station W/C van	\$ Per Van	\$ Total Cost
4	15 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
5	20 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
6	3 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
7	2 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
8	0 Attendant	\$ Per Attendant/Monitor	\$ Total Cost
		Contract 2 TOTAL COST – 2027-2028 VANS/Attendants/Monitors	\$ _____

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

PROPOSAL 2 WITH DISTRICT PROVIDING FUEL

2023/2024	
Grand Total for 2023-2024	\$
2024/2025	
Grand Total for 2024-2025	\$
2025/2026	
Grand Total for 2025-2026	\$
2026/2027	
Grand Total for 2026-2027	\$
2027/2028	
Grand Total for 2027-2028	\$

TOTAL COST		
1 Year Aggregate Total	2023-2024	\$
3 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026	\$
5 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028	\$

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

- a. Athletic Trip Transportation Contract:
 Yes No

- b. Field Trip Transportation Contract:
 Yes No

- c. Van Transportation Contract:
 Yes No

- d. Summer In-district Transportation Contract:
 Yes No

- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

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

Signature _____ Date: _____

Print Name and Title: _____

Sworn to before me this _____ day of _____, 20____.

(NOTARY PUBLIC)

**WESTBURY UFSD
ATHLETIC TRIP
TRANSPORTATION SERVICES
CONTRACTOR PROVIDES FUEL
FORM OF PROPOSAL – 3**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

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

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

- Third:** That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

ATHLETIC TRIPS TRANSPORTATION SERVICES

For the WESTBURY UFSD:

In strict accordance with the proposal documents:

2023-2024 School Year Athletic Trips					
No of Hours	Estimated Number of		Contract 3 Cost with Contractor Providing Fuel Per Trip		Total Cost Bus + Van
	Buses	Vans			
2	10	20	\$ Per Bus	\$ Per Van	\$ Total Cost
3	50	5	\$ Per Bus	\$ Per Van	\$ Total Cost
4	100	5	\$ Per Bus	\$ Per Van	\$ Total Cost
5	100	5	\$ Per Bus	\$ Per Van	\$ Total Cost
6	75	5	\$ Per Bus	\$ Per Van	\$ Total Cost
7	50	5	\$ Per Bus	\$ Per Van	\$ Total Cost
8	50	5	\$ Per Bus	\$ Per Van	\$ Total Cost
Overtime Rate	100	5	\$ Per ½ Hour	\$ Per ½ Hour	\$ Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$ Per Bus	\$ Per Van	\$ Total Cost
NYC up to 8 hours	15	5	\$ Per Bus	\$ Per Van	\$ Total Cost
NYC Overtime Rate	20	5	\$ Per ½ Hour	\$ Per ½ Hour	\$ Total Cost
One way shuttle (Pick up or drop off)	20	5	\$ Per Bus	\$ Per Van	\$ Total Cost
			\$ Total Cost (All)		

ATHLETIC TRIPS TRANSPORTATION SERVICES

For the WESTBURY UFSD:

In strict accordance with the proposal documents:

2024-2025 School Year Athletic Trips					
No of Hours	Estimated Number of		Contract 3 Cost with Contractor Providing Fuel Per Trip		Total Cost Bus + Van
	Buses	Vans			
2	10	20	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	75	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	100	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	20	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
					Total Cost (All)

ATHLETIC TRIPS TRANSPORTATION SERVICES

For the WESTBURY UFSD:

In strict accordance with the proposal documents:

2025-2026 School Year Athletic Trips					
No of Hours	Estimated Number of		Contract 3		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	10	20	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	75	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	100	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	20	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
					Total Cost (All)

ATHLETIC TRIPS TRANSPORTATION SERVICES

For the WESTBURY UFSD:

In strict accordance with the proposal documents:

2026-2027 School Year Athletic Trips						
No of Hours	Estimated Number of		Contract 3 Cost with Contractor Providing Fuel Per Trip		Total Cost Bus + Van	
	Buses	Vans	Per Bus	Per Van	Total Cost	
2	10	20	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
3	50	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
4	100	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
5	100	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
6	75	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
7	50	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
8	50	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
Overtime Rate	100	5	\$	\$	\$	
			Per ½ Hour	Per ½ Hour	Total Cost	
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
NYC up to 8 hours	15	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
NYC Overtime Rate	20	5	\$	\$	\$	
			Per ½ Hour	Per ½ Hour	Total Cost	
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$	
			Per Bus	Per Van	Total Cost	
			\$			Total Cost (All)

ATHLETIC TRIPS TRANSPORTATION SERVICES

For the WESTBURY UFSD:

In strict accordance with the proposal documents:

2027-2028 School Year Athletic Trips					
No of Hours	Estimated Number of		Contract 3		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	10	20	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	75	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	100	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	20	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
					Total Cost (All)

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

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

PROPOSAL 3 ATHLETIC TRIPS

2023/2024	
Grand Total for 2023-2024	\$
2024-2025	
Grand Total for 2024-2025	\$
2025-2026	
Grand Total for 2025-2026	\$
2026-2027	
Grand Total for 2026-2027	\$
2027-2028	
Grand Total for 2027-2028	\$

TOTAL COST		
1 Year Aggregate Total	2023-2024	\$
3 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026	\$
5 Year Aggregate Total	2023-2024, 2024-2025 2025-2026, 2026-2027, 2027-2028	\$

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

- a. Large Bus Transportation Contract:
 Yes No
- b. Van Transportation Contract
 Yes No
- c. Field Trip Transportation Contract:
 Yes No
- d. Summer In District Transportation Contract:
 Yes No
- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

Signature _____ **Date:** _____

Print Name and Title: _____

Sworn to before me this _____ **day of** _____, **20** _____.

(NOTARY PUBLIC)

**WESTBURY UFSD
FIELD TRIP TRANSPORTATION
SERVICES
CONTRACTOR PROVIDES FUEL
FORM OF PROPOSAL – 4**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

- First:** That said proposer is of lawful age and the only one interested in this proposal and that no one other than said proposer has any interest herein.
- Second:** That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third:** That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth:** That said proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.
- Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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

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

**FIELD TRIP TRANSPORTATION SERVICES
for the WESTBURY UFSD**

In strict accordance with the proposal documents:

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

Please calculate the GRAND TOTAL for each year of the Agreement

FIELD TRIPS TRANSPORTATION SERVICES
For the WESTBURY UFSD:
In strict accordance with the proposal documents:

2023-2024 School Year Field Trips					
No of Hours	Estimated Number of		Contract 4		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	25	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	10	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	75	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	10	2	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	5	1	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$ Total Cost (All)		

FIELD TRIPS TRANSPORTATION SERVICES
For the WESTBURY UFSD:
In strict accordance with the proposal documents:

2024-2025 School Year Field Trips					
No of Hours	Estimated Number of		Contract 4		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	25	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	10	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	75	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	10	2	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	5	1	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
			Total Cost (All)		

FIELD TRIPS TRANSPORTATION SERVICES
For the WESTBURY UFSD:
In strict accordance with the proposal documents:

2025-2026 School Year Field Trips					
No of Hours	Estimated Number of		Contract 4		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	25	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	10	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	75	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	10	2	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	5	1	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$ Total Cost (All)		

FIELD TRIPS TRANSPORTATION SERVICES
For the WESTBURY UFSD:
In strict accordance with the proposal documents:

2026-2027 School Year Field Trips					
No of Hours	Estimated Number of		Contract 4		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	25	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	10	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	75	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	10	2	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	5	1	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
					Total Cost (All)

FIELD TRIPS TRANSPORTATION SERVICES
For the WESTBURY UFSD:
In strict accordance with the proposal documents:

2027-2028 School Year Field Trips					
No of Hours	Estimated Number of		Contract 4		Total Cost Bus + Van
	Buses	Vans	Cost with Contractor Providing Fuel Per Trip		
2	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
3	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
4	100	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
5	50	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
6	25	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
7	10	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
8	15	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
Overtime Rate	75	5	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
Cancellation Fee (if not cancelled within 1 hr of trip)	2	1	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC up to 8 hours	10	2	\$	\$	\$
			Per Bus	Per Van	Total Cost
NYC Overtime Rate	5	1	\$	\$	\$
			Per ½ Hour	Per ½ Hour	Total Cost
One way shuttle (Pick up or drop off)	20	5	\$	\$	\$
			Per Bus	Per Van	Total Cost
			\$		
					Total Cost (All)

PROPOSAL 4 FIELD TRIPS

2023/2024	
Grand Total for 2023-2024	\$
2024-2025	
Grand Total for 2024-2025	\$
2025-2026	
Grand Total for 2025-2026	\$
2026-2027	
Grand Total for 2026-2027	\$
2027-2028	
Grand Total for 2027-2028	\$

TOTAL COST		
1 Year Aggregate Total	2023-2024	\$
3 Year Aggregate Total	2023-2024, 2024-2025, 2025-2026	\$
5 Year Aggregate Total	2023-2024, 2024-2025 2025-2026, 2026-2027, 2027-2028	\$

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

- a. Large Bus Transportation Contract:
 Yes No
- b. Van Transportation Contract
 Yes No
- c. Athletic Trip Transportation Contract:
 Yes No
- d. Summer In District Transportation Contract:
 Yes No
- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

Signature_____ **Date:**

Print Name and Title:

Sworn to before me this_____ **day of** _____, **20**_____.

(NOTARY PUBLIC)

**HOME TO SCHOOL TRANSPORTATION
SUMMER In District
CONTRACTOR PROVIDES FUEL
FORM OF PROPOSAL -5**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

- First:** That said proposer is of lawful age and the only one interested in this proposal and that no one other than said proposer has any interest herein.
- Second:** That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
- Third:** That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
- Fourth:** That said proposer has carefully examined all parts of the specifications, and all documents referenced therein, prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, services, or labor for which this proposal is made.
- Fifth:** That the prices quoted are exclusive of all federal, state, and municipal sales and excise taxes, unless otherwise required by law.

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Seventh: The Proposer shall check here _____

if the proposal has been based upon

equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Proposer shall submit a list of said equivalents with a detailed description of same. This item in no way prohibits the Proposer from submitting equivalents after the award of the contract.

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

**In strict accordance with the proposal documents:
2023 SUMMER -In District**

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 5 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 5 Total Cost Contractor Providing Fuel Per Year (30 days)
4	2 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	1 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	1 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	2 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	3 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	5 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 5 TOTAL COST – Summer 2023	\$

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

**In strict accordance with the proposal documents:
2024 SUMMER-In District**

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 5 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 5 Total Cost Contractor Providing Fuel Per Year (30 days)
4	2 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	1 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	1 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	2 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	3 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	5 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 5 TOTAL COST – Summer 2024	\$

TRANSPORTATION SERVICES

for the WESTBURY UFSD

In strict accordance with the proposal documents:

2025 SUMMER-In District

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 5 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 5 Total Cost Contractor Providing Fuel Per Year (30 days)
4	2 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	1 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	1 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	2 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	3 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	5 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 5 TOTAL COST – Summer 2025	\$

TRANSPORTATION SERVICES

for the WESTBURY UFSD

In strict accordance with the proposal documents:

2026 SUMMER-In District

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 5 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 5 Total Cost Contractor Providing Fuel Per Year (30 days)
4	2 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	1 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	1 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	2 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	3 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	5 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 5 TOTAL COST – Summer 2026	\$

TRANSPORTATION SERVICES
for the WESTBURY UFSD
In strict accordance with the proposal documents:
2027 SUMMER-In District

20-30

Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 5 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 5 Total Cost Contractor Providing Fuel Per Year (30 days)
4	2 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	1 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	1 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	2 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	3 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	5 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 5 TOTAL COST – Summer 2027	\$

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

PROPOSAL 5 SUMMER--In District

2023	
Grand Total for 2023	\$
2024	
Grand Total for 2024	\$
2025	
Grand Total for 2025	\$
2026	
Grand Total for 2026	\$
2027	
Grand Total for 2027	\$

TOTAL COST		
1 Year Aggregate Total	2023	\$
3 Year Aggregate Total	2023, 2024, 2025	\$
5 Year Aggregate Total	2023, 2024, 2025, 2026, 2027	\$

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

- a. Large Bus Transportation Contract:
 Yes No
- b. Van Transportation Contract
 Yes No
- c. Athletic Trip Transportation Contract:
 Yes No
- d. Summer In District Transportation Contract:
 Yes No
- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

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

Signature _____

Date: _____

Print Name and Title: _____

Sworn to before me this _____ **day of** _____, **20** _____.

(NOTARY PUBLIC)

**HOME TO SCHOOL TRANSPORTATION
SUMMER Out of District
CONTRACTOR PROVIDES FUEL
FORM OF PROPOSAL -6**

BOARD OF EDUCATION
WESTBURY UFSD

Name of Proposer: _____

Business Address: _____

Telephone Number: _____

Date of Proposal: _____

The Proposer mentioned above hereby declares and certifies:

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

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

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

Third: That no member of the Board of Education of the Westbury UFSD, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Seventh: The Proposer shall check here _____

if the proposal has been based upon

equivalents in lieu of any kind, type, brand, or manufacturer of material other than those named in the specifications. If checked, the Proposer shall submit a list of said equivalents with a detailed description of same. This item in no way prohibits the Proposer from submitting equivalents after the award of the contract.

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

**In strict accordance with the proposal documents:
2023 SUMMER -Out of District**

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 6 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 6 Total Cost Contractor Providing Fuel Per Year (30 days)
4	18 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	5 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	18 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	5 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	1 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 6 TOTAL COST – Summer 2023	\$

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

**In strict accordance with the proposal documents:
2024 SUMMER-Out of District**

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 6 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 6 Total Cost Contractor Providing Fuel Per Year (30 days)
4	18 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	5 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	18 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	5 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	1 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 6 TOTAL COST – Summer 2024	\$

TRANSPORTATION SERVICES

for the WESTBURY UFSD

In strict accordance with the proposal documents:

2025 SUMMER-Out of District

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 6 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 6 Total Cost Contractor Providing Fuel Per Year (30 days)
4	18 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	5 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	18 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	5 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	1 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 6 TOTAL COST – Summer 2025	\$

TRANSPORTATION SERVICES

for the WESTBURY UFSD

In strict accordance with the proposal documents:

2026 SUMMER-Out of District

20-30 Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

No of Hours	Estimated Number of Buses	Contract 6 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 6 Total Cost Contractor Providing Fuel Per Year (30 days)
4	18 20-30 Pass van	\$ Per Bus	 Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	5 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	18 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	5 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	1 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 6 TOTAL COST – Summer 2026	\$

**TRANSPORTATION SERVICES
for the WESTBURY UFSD**

**In strict accordance with the proposal documents:
2027 SUMMER-Out of District**

Passenger Van, 4 Station W/C Van & 65-66 Capacity Large Bus

20-30

No of Hours	Estimated Number of Buses	Contract 6 Cost with Contractor Providing Fuel Per Bus Per Day	Contract 6 Total Cost Contractor Providing Fuel Per Year (30 days)
4	18 20-30 Pass van	\$ Per Bus	\$ Total Cost
5	2 20-30 Pass van	\$ Per Bus	\$ Total Cost
6	5 20-30 Pass van	\$ Per Bus	\$ Total Cost
4	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
5	1 4 Station W/C van	\$ Per Bus	\$ Total Cost
6	0 4 Station W/C van	\$ Per Bus	\$ Total Cost
4	18 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
5	2 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
6	5 Attendant/Monitor	\$ Per Attendant/Monitor	\$ Total Cost
4	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
5	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
6	1 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
7	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
8	0 65-66 Capacity Bus	\$ Per Bus	\$ Total Cost
		Contract 6 TOTAL COST – Summer 2027	\$

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

PROPOSAL 6 SUMMER—Out of District

2023	
Grand Total for 2023	\$
2024	
Grand Total for 2024	\$
2025	
Grand Total for 2025	\$
2026	
Grand Total for 2026	\$
2027	
Grand Total for 2027	\$

TOTAL COST		
1 Year Aggregate Total	2023	\$
3 Year Aggregate Total	2023, 2024, 2025	\$
5 Year Aggregate Total	2023, 2024, 2025, 2026, 2027	\$

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

- a. Large Bus Transportation Contract:
 Yes No
- b. Van Transportation Contract
 Yes No
- c. Athletic Trip Transportation Contract:
 Yes No
- d. Field Trip Transportation Contract:
 Yes No
- e. Summer Out of District Transportation Contract:
 Yes No

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

Ninth: Proposal/Bid Security

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

Board of Education, Westbury UFSD in the amount:

_____ \$ _____

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

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

-PROPOSAL FORM CONTINUED ON THE NEXT PAGE-

-PROPOSAL FORM CONTINUED FROM THE PREVIOUS PAGE-

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

Signature _____

Date: _____

Print Name and Title: _____

Sworn to before me this _____ **day of** _____, **20** _____.

(NOTARY PUBLIC)

2/3/23:

Addendum #1:

Please be aware that the Pre-Proposal conference will occur at 10AM on Monday, **February 6, 2023**, in the PPS conference room of the Westbury UFSD District Office; Located at 2 Hitchcock Lane, Old Westbury, 11568.

2/8/23:

Addendum #2:

Q: In the past, the District has not mandated a performance bond. Why is a performance bond being required now?

A: The District has chosen to require a performance bond. Past practices do not dictate the decisions that the District makes at the present time.

Q: Section 7 of the RFP has language stating that the district has the right to claim the Contractor's equipment, but the District has no legal right to claim equipment, why is that language included?

A: If Contractors have questions regarding the enforceability of this provision, they should consult with their own legal counsel. The following change has been made to clarify that, if deemed legal, the District retains the following rights:

To the extent permitted by law, it is hereby expressly provided that if the Contractor is adjudged as bankrupt or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency or if it defaults in the due performance of this contract or if it persistently disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this contract, then the School District in any such events, by its Board of Education, by a resolution setting forth the reasons that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving said Contractor and its bonding company three (3) days written notice, terminate the employment of the Contractor and take possession of said Contractor's equipment, materials, and machinery used in connection therewith, and may perform this transportation contract by whatever method the Board of Education deems expedient; or in the alternative, the School District, by resolution of its Board of Education in any of such events may declare a default of said Contractor and invoke performance by said Contractor's bonding company in accordance with its performance bond.

Q: Section 27, subsection 4 seems to state that the District can terminate the contract upon five (5) days written notice for any reason, why is that language there?

A: Please note that Section 27, subsection 4 is prefaced by the following language:

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

Follow-Up Q: Does this mean that the performance bond is also terminated?

Follow-Up Answer: Per the RFP, in the event of the conditions specified, the District may take the following action:

Call upon the surety that issued the Performance Bond to the contractor to fulfill the obligations under the terms of said Performance Bond.

Q: Section 8C refers to the fuel, and the fuel mileage appears to be in favor of the District. Can those numbers be changed, for example, to reflect 8 miles for a bus and 12 miles for a van?

A: The fuel will remain as stated in the RFP.

Q: Will the District do all the routing?

A: Yes, the District will do the routing in conjunction with its partners/vendors.

Q: Section 8F refers to school closings or delays for snow days and/or days when transportation may be dangerous– when will the District make decisions regarding snow days?

A: The District will make an effort to decide whether school closings or delays are necessary by 5 am, when possible.

Q: Section 14 refers to a “principal officer” – what is the definition of “principal officer”?

A: For the purposes of Section 14 only, principal officer refers to the chairman and chief executive officer, president and chief operating officer, chief financial officer, secretary, treasurer and controller and any vice president of the Contractor. Please note the following change:

A principal officer of the Bus Contractor **or the principal officer’s designee** and the Contractor’s dispatcher must be available at least one (1) month prior to the opening of school to cooperate with the School District in constructing bus routes.

Q: Section 9 refers to a GPS app – is it the District’s intention to mutually decide upon the GPS app with the bus company?

A: Yes

Q: Sections 21 and 24 and 24A refer to subcontracting – can it be done, or is the District’s approval required?

A: As set forth in the RFP, the District’s previous written consent is required.