

**SWEET HOME CENTRAL SCHOOL DISTRICT
OF AMHERST AND TONAWANDA**

M E M O R A N D U M

TO: Michael V. Ginestre, Superintendent of Schools

FROM: Donald G. Feldmann, Assistant Superintendent for Finance & Plant Services

DATE: August 18, 2022

RE: Contracted Transportation Bid #2022-23-32

NF

MVG
8/24/22

Background:

Bid specifications for this contracted transportation were developed to transport non-public, charter and out-of-district Special Education students within our established District transportation boundaries. The bid specifications asked for transportation costs to forty-two (42) destinations. Specifications were mailed to ten (10) contractors and two (2) bids were received.

Contractors were also asked to submit an alternate bid if there was a cost savings to the District by combining any of the 42 runs.

Bid Tabulation:

	WNY Bus Company	WNY Bus Company <i>Alternate</i>	Transpo Bus Services	Transpo Bus Services <i>Alternate</i>
TOTAL COST PER DAY	\$27,482	\$15,876* Price if Awarded all 42 runs awarded	\$11,122.00	\$7,298
# OF DESTINATIONS	42	42	21	21

Bid Recommendation:

The District must cover all 42 of these transportation runs per day. By awarding the bid in its entirety to WNY Bus Company at their alternate price it would save the District approximately \$1 million annually rather than splitting the bid between the two vendors.

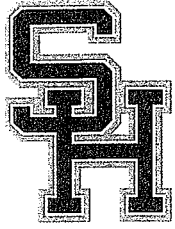
We contacted WNY Bus and negotiated a further reduction of \$350 per day (\$7,000 per month) for the entire school year.

Additionally, we will be leasing six (6) full-size buses to WNY Bus Company at a rate of \$1,500 per day that will come off of our daily costs. Attached to this memorandum is our lease and insurance agreements with WNY Bus Company.

I recommend that we award this bid to **WNY Bus Company** at a rate of \$14,026 for the forty-two destinations per day.

Run	Vendor	Price
1	Aspire Union	378.00 WNY Bus Co.
2	Baker Hall	378.00 WNY Bus Co.
3	Catholic Learning	378.00 WNY Bus Co.
4	CHC Learning	378.00 WNY Bus Co.
5	Falk Cambridge	378.00 WNY Bus Co.
6	Falk Washington	378.00 WNY Bus Co.
7	OLV RTF Treatment Facility	378.00 WNY Bus Co.
8	Gateway Longview	378.00 WNY Bus Co.
9	St. Marys for the Deaf	378.00 WNY Bus Co.
10	Summit Stahl	378.00 WNY Bus Co.
11	Summit Creekside	378.00 WNY Bus Co.
12	Amherst Christian Academy	378.00 WNY Bus Co.
13	Applied Middle School	378.00 WNY Bus Co.
14	Applied Tech High School	378.00 WNY Bus Co.
15	Applied Tech Elementary	378.00 WNY Bus Co.
16	Buffalo Academy of Science	378.00 WNY Bus Co.
17	Elimwood Village Charter Days Part	378.00 WNY Bus Co.
18	Elimwood Village Charter Heriel	378.00 WNY Bus Co.
19	New Life Christian	378.00 WNY Bus Co.
20	St. Joseph University	378.00 WNY Bus Co.
21	Universal	378.00 WNY Bus Co.
22	Northtowns Academy	378.00 WNY Bus Co.
23	Buffalo Collegiate	378.00 WNY Bus Co.
24	Buffalo Seminary	378.00 WNY Bus Co.
25	Cardinal O'Hara	378.00 WNY Bus Co.
26	Kings Center Charter School	378.00 WNY Bus Co.
27	Mount St. Mary	378.00 WNY Bus Co.
28	Nativity Miguel Middle	378.00 WNY Bus Co.
29	Potter Road Career Center	378.00 WNY Bus Co.
30	REACH Academy	378.00 WNY Bus Co.
31	St. Amelia School	378.00 WNY Bus Co.
32	St. Josephs Collegiate	378.00 WNY Bus Co.
33	St. Marys HS	378.00 WNY Bus Co.
34	Tapestry Charter	378.00 WNY Bus Co.
35	West Buffalo Charter	378.00 WNY Bus Co.
36	Winchester Academy	378.00 WNY Bus Co.
37	Niagara Academy	378.00 WNY Bus Co.
38	Enterprise Charter	378.00 WNY Bus Co.
39	Health Sciences Charter	378.00 WNY Bus Co.
40	Niagara Charter School	378.00 WNY Bus Co.
41	Westminster Community Charter	378.00 WNY Bus Co.
42	Darul Iman Buffalo	378.00 WNY Bus Co.

15,876.00 Per Day
2,857,680.00 For School Year (Based on 180 Days)



Sweet Home Central School District of Amherst and Tonawanda

Business Office
1901 Sweet Home Road • Amherst, New York 14228
(716) 250-1406

*Donald Feldmann,
Assistant Superintendent for Finance & Plant Services*

Lease Agreement

Between

Sweet Home Central School District (Lessor)

and

WNY Bus Company (Lessee)

Sweet Home Central School District will lease the following buses to **WNY BUS COMPANY** for the 2022-23 school year:

Bus # 336

Year 2015

VIN# 4UZABRDT0FCFW9797

Bus # 337

Year 2015

VIN# 4UZABRDT2FCFW9798

Bus # 338

Year 2015

VIN# 4UZABRDT4FCFW9799

Bus # 339

Year 2015

VIN# 4UZABRDT7FCFW9800

Bus # 344

Year 2016

VIN# 4UZABRDT7GCHH5051

Bus # 345

Year 2016

VIN# 4UZABRDT9GCHH5052

TERM

The lease will begin on September 1, 2022 and run through June 30, 2023. Lease will be reviewed will be mutually reviewed by both parties and any changes or additions will be done so by May 1, 2023 for the following school year.

MAINTENANCE

Sweet Home Central School District agrees to conduct the necessary maintenance on the leased buses during the term of the lease. The buses will be housed at the **WNY BUS COMPANY** and will remain in the care custody and control of the **WNY BUS COMPANY** for the term of the lease.

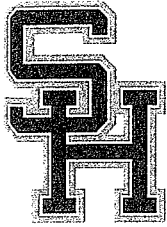
COSTS

Sweet Home Central School District agrees to lease the buses listed above for \$250.00 per day, per bus. Total daily lease of \$1,500.00 will be credited from the daily rate of \$15,876.00 established in Sweet Home Central School District Bid #2022-23-32.

Effective: September 1, 2022

Sweet Home Central School District

WNY Bus Company



Sweet Home Central School District of Amherst and Tonawanda

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*Donald Feldmann,
Assistant Superintendent for Finance & Plant Services*

Memorandum of Understanding

Between

Sweet Home Central School District (Lessor)

and

WNY Bus Company (Lessee)

The purpose of this Memorandum of Understanding is to detail insurance responsibilities of **Sweet Home Central School District** and **WNY BUS COMPANY** during the agreed term of their lease agreement. **WNY BUS COMPANY** needs to lease six (6) 66 passenger buses and **Sweet Home Central School District** has agreed to lease six (6) of their buses:

Pursuant to the attached lease agreement **Sweet Home Central School District** will lease the following buses to **WNY BUS COMPANY** for the 2022-23 school year:

Bus # 336

Year 2015

VIN# 4UZABRDT0FCFW9797

Bus # 337

Year 2015

VIN# 4UZABRDT2FCFW9798

Bus # 338

Year 2015

VIN# 4UZABRDT4FCFW9799

Bus # 339

Year 2015

VIN# 4UZABRDT7FCFW9800

Bus # 344

Year 2016

VIN# 4UZABRDT7GCHH5051

Bus # 345

Year 2016

VIN# 4UZABRDT9GCHH5052

INSURANCE

During the terms of the Lease Agreement both parties agree to maintain their insurance policies. Proof of Insurance will be provided by **WNY BUS COMPANY** and a Certificate of Insurance will be provided by **Sweet Home Central School District** naming **WNY BUS COMPANY** as an "Additional Insured" to its policy. **Sweet Home Central School District** will retain ownership of the buses listed in this Memorandum of Understanding.

Minimum Required Insurance:

Commercial General Liability Insurance

- o \$5,000,000 per Occurrence/ \$5,000,000 Aggregate
- o \$2,000,000 Products and Completed Operations
- o \$1,000,000 Personal and Advertising Injury
- o \$1,000,000 Sexual Misconduct and Assault
- o \$100,000 Fire Damage
- o \$10,000 Medical Expense

Insurance Claims

WNY BUS COMPANY agrees to comply with the New York State No Fault law and its requirements along with NYSIRs claim reporting guidelines if and when an accident or loss occurs involving the leased buses. WNY Bus Company will report all claims to NYSIR Claims with copies to the Sweet Home Central School District Business Office in a timely matter. WNY Bus Company will be responsible for any applicable insurance loss deductibles in effect assigned to buses listed in this Memorandum of Understanding subject to Sweet Home Central School District's NYSIR policy of Insurance.

MAINTENANCE

Sweet Home Central School District agrees to conduct the necessary maintenance on the leased buses during the term of the lease. The buses will be housed at the **WNY BUS COMPANY** and will remain in the care custody and control of the **WNY BUS COMPANY** for the term of the lease.

ADJUSTMENTS/SUBSTITUTES

If there are any adjustments, changes or substitute vehicle arrangements considered during the lease term both parties will notify NYSIR prior to putting the considerations into effect.

This Memorandum of Understanding is not intended to supersede the primary Lease agreement document and or its monetary and performance terms therein.

Effective: September 1, 2022

Sweet Home Central School District

WNY Bus Company