



**REQUEST FOR PROPOSAL SPECIFICATION AND
FORMS FOR COOPERATIVE STUDENT TRANSPORTATION
SERVICES AND CAREER AND TECHNICAL EDUCATION CLINICAL RUNS:
ORANGE-ULSTER BOCES**

ON BEHALF OF PARTICIPATING COMPONENT DISTRICTS

RFP-COOP-12-2025

RFP'S DUE:

Thursday, December 5th, 2024 @ 11:00 AM

Release Date:	Tues., Oct. 22 nd , 2024
Pre-Proposal Meeting:	Wed., Nov. 6 th , 2024 - 10:00AM
Questions by:	Wed., Nov. 20 th , 2024 - 4:00PM
Proposal Due Date:	Thursday, Dec. 5 th 2024, 11:00AM

ORANGE-ULSTER BOCES COOPERATIVE STUDENT TRANSPORTATION SERVICES

SPECIFICATIONS AND PROPOSAL FORMS FOR STUDENT TRANSPORTATION

Proposals due:

TIME: 11:00 AM
DATE: Thursday, December 5th, 2024
PLACE: Orange-Ulster BOCES
Administration Bldg
53 Gibson Road
Goshen, NY 10924

Proposer's Information

Legal Name of Proposer's Company:		
Company Representative Name and Title:		
Legal Address:		
City:	State:	Zip:
Telephone:		
Fax:		
Email:		
Statement by Proposer as to whether Proposer is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity:		

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

Signature of same individual stipulated directly above:

Date: _____

ORANGE-ULSTER BOCES COOPERATIVE TRANSPORTATION PROPOSAL

RFP-COOP-12-2025

53 Gibson Road
Goshen, New York 10924

NOTICE TO PROPOSERS

The Board of Cooperative Educational Services, Sole Supervisory District of Orange and Ulster Counties, popularly known as BOCES (in accordance with section 103 of article 5-A of the General Municipal Law), hereby invites the submission of sealed proposals for contracted student transportation for a multi-year contract for the periods, (July 1, 2025–June 30, 2026, July 1, 2026–June 30, 2027, July 1, 2027– June 30, 2028, July 1, 2029–June 30, 2030). This Request for Proposal (RFP) may be used by all Orange-Ulster BOCES component school districts under the terms and conditions of the BOCES Transportation COSER. Proposal Documents are available on the Orange-Ulster BOCES website at: <https://www.ouboces.org/> AND will also be available at <https://www.bidnetdirect.com/>.

Student transportation services will be to special education locations, McKinney-Vento and foster care sites, and career technical education clinical locations in BOCES established regions for both school year and summer sessions.

Deviations from these Proposal documents will not be accepted. It is understood that the conditions and specifications of the Orange-Ulster BOCES Regional Transportation Services shall apply. Proposals will be received until 11:00 a.m. on Thursday, December 5th, at the Orange-Ulster BOCES Business Office located at 53 Gibson Road, Goshen, New York. The contents of the RFP proposals shall remain confidential until notice of Intent to Award is issued by the BOCES. Any Proposal received after 11:00 a.m. on December 5th, 2024, will be returned to the Proposer unopened. Proposals will not be accepted that are sent by facsimile or by electronic mail.

A pre-Proposal meeting will be held on November 6th, 2024, at 10:00 a.m. Individuals interested in participating in the pre-Proposal meeting must request to participate via an email request to Patricia Milburn, Transportation Coordinator, at patricia.milburn@ouboces.org. The request to register for the pre-Proposal meeting should be received no later than 10am on November 5th, 2024. Registered participants will receive an email invitation to the meeting. Attendance at the Pre-Proposal Meeting is mandatory to be considered a qualified Proposer. It is encouraged participants appear in person, but there will be a link to participate virtually if you cannot attend in person.

Proposals will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm unless the Proposer provides written notice to the Orange-Ulster BOCES that the Proposal has been withdrawn. Where a unilateral error or mistake is discovered in a proposal, the proposal may be withdrawn after the date of opening only after a showing of the following: (1) the mistake is known or made known to the purchasing agent within three days after the opening of the proposal; and (2) the price(s) proposed was (were) based on an error of such magnitude that enforcement would be unconscionable; and (3) the proposal was submitted in good faith and the proposer submits credible evidence that the mistake was a clerical error as opposed to a judgment error; and (4) the error in the proposal is actually due to an unintentional and substantial arithmetic error or an unintentional omission of a substantial quantity of work, labor, material, goods, or services made directly in the compilation of the proposal, which unintentional arithmetic error or unintentional omission can be clearly shown by objective evidence drawn from inspection of the original work paper, documents, or materials used in the preparation of the proposal sought to be withdrawn; and (5) it is possible to place Orange-Ulster BOCES in *status quo ante*.

Proposals will be evaluated on a weighted system established by BOCES for each of the categories to be

Proposer's Initials

reviewed. BOCES will consider the following elements in determining the most suitable Proposal with the weighting factor (points) for each element shown in parentheses after the element description:

- I) Student Transportation Experience; References; Management Continuity (15).
- II) Safety Programs; Accident History; Driver Training and Requirements (18).
- III) Fleet Maintenance; Vehicle Features; Fleet Profile (15).
- IV) Financial and Insurance Resources (10).
- V) Infrastructure and Electric Bus Conversion Plan (facilities; software experience; technology (12).
- VI) Proposal Cost (30).

The School District's Board of Education will not make an award for a Proposal whose total weighting element are less than 70.

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

The Proposal Bond or certified check will be deposited with the Orange-Ulster BOCES as a guarantee that the Contract will be signed and delivered by the Proposer, and in default of this, the amount of such check or Proposal Bond shall be retained for use of BOCES as liquidated damages on account of such default.

Orange-Ulster BOCES requires a performance bond alternative Proposal submittal which would include the annual premium for a performance bond for 100% of the estimated annual contract costs. The Proposer must submit proof of ability to be bonded with the Proposal. Proof must be in the form of a consent of surety from a surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified. The proof of bond ability will be provided to the Orange-Ulster BOCES with the Proposal submittal.

Purchasing Office
Orange Ulster BOCES

INSTRUCTIONS TO PROPOSERS

1. Inspect carefully all general and special provisions of this Proposal document.
2. Provide all information requested and complete the "Non-Collusive Proposal Certification" and the "Form of Proposal" for each Proposal. Be sure to sign in all required places and initial each page where indicated. If no Proposal is being submitted on one or more of the separate Proposals or combinations, please so indicate in each space by entering "No Proposal" wherever a price or rate is indicated. All spaces must be completed with either a Proposal amount or "No Proposal" designated. Do not enter zero (\$0) if "No Proposal" is being submitted as zero (\$0) is an amount that could be awarded by BOCES. BOCES reserves the right to reject any Proposal which does not contain pricing on all elements of the requested program.
3. Submit one original and five (5) copies of the Proposal, plus an electronic copy contained on a thumb/flash drive, including this complete document without removing any sheets. All materials submitted to the Orange-Ulster BOCES pursuant to this Proposal become the property of BOCES and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files. No other distribution of the Proposal shall be made by the Proposer.

Each printed copy of the Proposal is to be contained in a separate three-ring binder. The electronic version must include all pages and exhibits/materials and must be a true and complete copy.

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

- 1) Completed, signed and initialed Proposal specifications and addendums (if any).
 - 2) Student Transportation Experience; References; Management Continuity (15).
 - 3) Safety Programs; Accident History; Driver Training and Requirements (18).
 - 4) Fleet Maintenance; Vehicle Features; Fleet Profile (15).
 - 5) Financial and Insurance Resources (10).
 - 6) Infrastructure and Electric Bus Conversion Plan (facilities; software experience; technology, location) (12).
 - 7) Proposal Cost (30).
 - 8) Miscellaneous – Any descriptive information that describes capabilities or value-added services
4. Proposals must be presented in a sealed opaque envelope or box(es), addressed as follows:

Orange-Ulster BOCES Cooperative Student Transportation Proposal
Orange-Ulster BOCES
53 Gibson Road
Goshen, NY 10924

Transportation Proposal – December 5th, 2024 - 11:00 A.M.

5. Proposals will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm unless the Proposer provides written notice to the Orange-Ulster BOCES Business Office, as LEA, prior to the opening date, that the Proposal has been withdrawn.
6. Proposer must furnish, at its own expense and with the Proposal submission, a Proposal Bond or certified check payable to the Orange-Ulster BOCES for the Orange-Ulster BOCES Cooperative Student Transportation Proposal, in the amount of ten percent (10%) of the first year calculated gross annual contract amount for each operating Proposal submitted. The surety company issuing the Proposal Bond must be rated as an "A" carrier (Excellent) in the current edition of A.M. Best's *Insurance Guide*. Proof of

the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s), if selected by BOCES, is also required and must be submitted with the Proposal consistent with the requirements specified herein.

The Orange-Ulster BOCES will not accept a cash deposit in lieu of a performance Bond.

7. Questions pertaining to these specifications may be addressed at the pre-Proposal meeting to be held on November 6th, 2024, at 10:00 a.m. Attendance at this meeting is mandatory. Unless the roads are closed in the Town of Goshen due to an announced State of Emergency, the pre-Proposal meeting will be held on the scheduled day at the scheduled time. A virtual option will be made available.
8. If the Orange-Ulster BOCES is officially closed on the date scheduled for the Proposal opening due to weather or other emergency conditions, the required submission time, and Proposal opening, will be held at 11:00 a.m. on the next business day that the Orange-Ulster BOCES is officially open.
9. Proposals will be received until 11:00 a.m., December 5th, 2024, at the Orange-Ulster BOCES, located at 53 Gibson Road, Goshen, N.Y 10924. Attention: Laurie Catal, Business Office.
10. Proposers are encouraged to thoroughly check all submissions, as these documents require significant detailed information to support each Proposal. It is the Proposer's responsibility to ensure that all requested information is supplied with the initial Proposal. BOCES will reject any late submissions, and BOCES are not responsible for notifying the Proposer of any missing elements of the Proposal.
11. Time Frame:

The following timeline is subject to change by BOCES:

Event	Date	Time
Issue Request for Proposal	October 22 nd , 2024	
Deadline to RSVP Pre-Proposal Meeting	November 5 th , 2024	10:00 am
Pre-Proposal Meeting	November 6 th , 2024	10:00 am
Deadline for final questions	November 20 th , 2024	4:00 pm
Proposal Due	December 5 th , 2024	11:00 am
Approval by BOCES	January 2025 (tentative)	
Project Start	July 1, 2025	

PROPOSER'S CHECK LIST

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

- Attendance at Pre-Bid Meeting
- Bond or Certified Check
- Proof of Bondability for Performance Bond
- Letter from a New York State licensed Insurance Agent or an Insurance Carrier Guaranteeing Appropriate Coverage
- Response(s) to Previous Experience of the Contractor in Transporting Students with Focus on New York State operating experience
- Response(s) to Information on the Transportation Company where the Principal (s) of the Contractor Has Been an Owner or a Manager and Previous Experience
- Response(s) to Description of Any Safety Programs Implemented by the Contractor
- Response(s) to Record of Accidents in Motor Vehicles Under the Control of the Contractor
- Response(s) to Driving History of Employees of the Contractor
- Response(s) to Inspection Records of the Motor Vehicles Under the Control of the Contractor
- Response(s) to Maintenance Schedules and Maintenance Programs of the Contractor
- Response(s) to Financial Analysis of the Contractor
- Response(s) to Compliance with Insurance Requirements, Signed Contractor Agreement Form
- Any Other Information or Data the Contractor Wishes to Provide That Further Shows Its Experience or Qualifications and/or Ensures That High Quality Service Will Be Provided to BOCES
- Hold Harmless Agreement
- Financial Information Compliance Form
- Non-Collusive Proposal Certification
- Acknowledgement by Proposer Signed
- Iran Divestment Act

- Proposer Statement on Sexual Harassment
- Proposer Statement of Assurances RE: Education Law 2D
- All Pages of Proposal Documents Included and Initialed'
- All Proposals Properly Signed
- One (1) original document and Five (5) Copies of Proposal and Related Materials, Plus a True and Complete Electronic Version of the Proposal

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APPENDICES

Appendix A – Current Program Profile / Route Schematic

Appendix B -- Fleet List

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Appendix D – Data Privacy – **has been removed/ to be filled after award

Appendix E – Evaluation Criteria for Proposal

Appendix F – Form to be Used to Evaluate Proposals

Hold Harmless Agreement

Financial Information Compliance

Form of Proposal –Cooperative Transportation Services

Non-Collusive Proposal Certification

Acknowledgement by Proposer

Iran Divestment Act Certification

Proposer Statement on Sexual Harassment

Proposer Statement of Assurances RE: Education Law 2D

Sample Pricing Page

Non-Proposer's Response

1. GENERAL CONDITIONS

All invitations to submit Proposals issued by the Orange-Ulster BOCES will bind Proposers and successful Proposers to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the Contract(s) awarded by BOCES.

<u>DEFINITIONS</u>	
“Addenda”	written instruments issued by BOCES, or its agent, prior to the Proposal opening deadline which modify or interpret the Proposal documents by additions, deletions, clarifications, or corrections
“Bid, “Bids”, or “Proposals”	an offer to furnish materials, services, supplies, and/or equipment in accordance with this Request for Proposal, the general conditions, specifications, and other Proposal Documents. Throughout this document, “Bid”, “Bids”, or “Proposal” will be interchangeable.
“BOCES”	Refers to Orange-Ulster BOCES
“Proposer” or “Contractor”	any individual, company, or corporation submitting its Proposal, and qualified consistent with the "Proposer Qualifications" section of this document.
“Proposal Documents”	Includes the “Notice to Proposers”, “Instructions to Proposers”, all “Terms, Conditions, Requirements, and Specifications” set forth in this Request for Proposal, the “Form of Proposal” forms, all appendices and forms attached hereto, and all Addenda issued prior to the Proposal opening deadline.
“Board”	the Board of Orange-Ulster BOCES.
“Contract”	an agreement duly executed by BOCES and the Contractor(s) which calls for the transportation of pupils of BOCES by the Contractor in accordance with all terms, conditions, requirements and specifications in the Proposal, for a price to be paid by BOCES.
“Dead Head Mileage”	Mileage to and from the Contractor’s location(s) that is not considered part of a District’s bus routes or trips.
“District” or “School District”	refers to the participating districts as defined as “Orange-Ulster BOCES Regional Schools”. May be used to refer to two or more participating districts or may be used to refer to each individual district participating in the program.
“Evaluation Criteria”	the means by which BOCES will evaluate the Proposals submitted.
“He/She, His/Her”	When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
“Home-to-School”	shall refer to AM, mid-day and PM runs used to

	transport students from home-to-school and school-to-home with “home” and “school” generically used terms in the provision of out-of-district routes.
“Lead Education Agency” or “LEA”	The Orange-Ulster BOCES is serving as the Lead Education Agency in this transportation Proposal and is authorized by each participating district to act on their behalf and to fulfill the mandated Proposal procedures as required by New York State laws and regulations
“Profile”	As used in these specifications, it is the summary of a school bus operator’s New York State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
“Route” or “Run”	shall mean the designed travel of a bus which may or may not include multiple trips in either the AM or PM times. A route or run may consist of one or more scheduled trips. A route or run typically refers to an AM or PM use of the bus and does not refer to the entire day’s schedule for that bus. Words are frequently used interchangeably.
“School Bus” or “Bus”	refers to any student transportation vehicle including 5-7 passenger autos or vans, mini-school buses, wheelchair vehicles, or 20+ passenger school buses. The term “school bus” used herein refers to any vehicle provided by the Contractor to transport students under the terms and conditions of this contract.
“School Year”	The number of days for which transportation will be required will be governed by the actual school calendars as adopted by the various Districts including the calendars of all other schools for which BOCES are responsible for furnishing transportation. BOCES and BOCES(s) reserve the right to modify the length of the school year, including increasing or decreasing the number of days of service.
“Schools”	refers to the participating districts as defined as “Orange-Ulster BOCES Regional Schools”. May be used to refer to all participating districts, each individual district, or identified out- of-District locations.
“Specification”	Refers to the description of services to be performed by Proposer and BOCES together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance
“Successful Proposer”	any Proposer to whom an award is made by BOCES
“Times”	All times referenced herein refer to the local prevailing time for BOCES.

2. PROPOSALS

2.1 PROPOSAL PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Proposal opening will be given in the Notice to Proposers. *If the Orange-Ulster BOCES is officially closed on the date scheduled for Proposal opening due to weather or other emergency conditions, the required submission time, and Proposal opening, will be held at 11:00 a.m. on the next business day that the Orange-Ulster BOCES is officially open at the same location.*
- 2.1.2 All Proposals must be submitted on and in accordance with forms provided by BOCES and included in this document. All Proposals must include, as a minimum, the required information as detailed in these documents, and all Proposals must be submitted in the format as described in the “Instructions to Proposers”. The Proposal sheets are not to be removed from the document. One (1) original and five (5) copies of each Proposal, along with a true and complete electronic copy, including any collateral materials, must be submitted to BOCES. No other distribution of the Proposal shall be made by the Proposer.
- 2.1.3 Where so indicated by the makeup of the Proposal Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Proposer should be initialed by the Proposer and must be clear and readable. BOCES will also provide electronically various required forms that facilitate automated completion using Microsoft Word, however the printed and executed forms must be submitted. Electronic submission will not be accepted. BOCES reserves the right to interpret figures where clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternatives or options will have Proposals submitted.
- 2.1.5 A Proposer shall make no stipulations on the Proposal Form nor qualify its Proposal in any manner. No Proposal will be considered which purports to qualify, limit, amend or omit any requirement of the Proposal documents. Deviations from these Proposal documents will not be accepted. The submission of “clarifications” or changes to the terms and conditions of these specifications that make changes conditions for the final contract(s) will not be considered and are not acceptable.

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

- 2.1.6 A Proposal shall include the legal name of Proposer and a statement whether the Proposer 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 Proposer to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Proposal by a corporation shall also give the State of Incorporation. A Proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Proposer. The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided for all those individuals whose ownership/membership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided, or a specific link to the online location of said annual reports shall be provided. If the Proposer operates related companies that may provide services to BOCES(s) under this Proposal, information on these firms must be provided.

The Acknowledgement by Proposer form included in this document must be completed and submitted with the Proposal.

- 2.1.7 Proposer's responses to information requested will be used to evaluate each Proposer's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Proposal. Upon request of BOCES, a Proposer who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Proposal.
- 2.1.8 All information required in the Notice to Proposers, Specifications and Proposal Offer, in connection with each item against which a Proposal is submitted, must be provided, to constitute a regular Proposal.
- 2.1.9 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Proposal.
- 2.1.10 Prices and information required, except signature of Proposer, should be typed or printed for legibility. Illegible or vague Proposals may be rejected. All changes on entries submitted by Proposer must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, or typewritten signatures are not acceptable. No charge will be allowed for federal, state, or municipal sales and excise taxes since BOCES is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Proposer. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.
- 2.1.11 Proposals received after the time stated in the Notice to Proposers will not be considered and will be returned unopened to the Proposer. The Proposer assumes the risk of any delay in the mail or in the handling of the mail by employees of BOCES. Whether sent by mail or by means of personal delivery, the Proposer assumes responsibility for having his/her Proposal deposited on time at the place specified. HOWEVER, BOCES RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS TO BE 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 A PART OF A PROPOSAL, OR TO ACCEPT PARTS OF PROPOSALS FROM MORE THAN ONE PROPOSER, AS IN BOCES JUDGEMENT, IT DEEMS TO BE IN THE BEST INTEREST OF BOCES.
- 2.1.12 The submission of a Proposal will be construed to mean that the Proposer 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 specifications. The submission of a Proposal will also mean that the Proposer is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of New York, BOCES, and School Districts, and that the Proposer will fully comply with said rules, laws, regulations, policies, procedures, and requirements.

- 2.1.13 All Proposals must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Proposals must be addressed to the Orange-Ulster BOCES Cooperative Transportation Proposal. The Proposal envelope or box must be clearly marked "Cooperative Transportation Proposal". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Proposal opening as indicated on the Notice to Proposers must appear on the envelope or box label(s). Facsimile, e-mail, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Proposal will become the property of the Orange-Ulster BOCES and will not be returned.

Proposals will be evaluated using criteria developed within the ten categories listed in Appendix "F".

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

The information supplied by the Proposer will be utilized by the Proposal review committee, its consultant(s) and advisors, and authorized BOCES representatives in the review of Proposals, consistent with applicable regulations and laws.

2.2 PROPOSER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

- 2.2.1 Under penalty of perjury the Proposer certifies that:

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

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

- 2.2.2 Qualifications of Proposers: The work and services described in these Proposal documents include the performance of activities directly affecting the safety of the students of BOCES and the participating Districts, and the public generally. BOCES may make any investigation necessary to determine the ability of the Proposer to fulfill the Contract(s), and the Proposer shall furnish BOCES with all such information for this purpose as BOCES may request. **If, in the sole and absolute discretion of**

BOCES, the Proposer is not properly qualified or responsible to perform any obligations of the Contract upon which the Proposal is submitted, BOCES reserves the right to reject its Proposal.

BOCES will be the sole determinant of the acceptability of the information provided by the Proposer, and it will determine the capability of the Proposer to provide the requested services. In addition to information provided by the Proposer, BOCES reserves the right to investigate all references provided by the Proposer and to utilize other sources of information to establish the qualifications of the Proposer. Upon investigation and evaluation, BOCES may choose to reject any Proposal where the Proposer's stated qualifications are such that BOCES feels, in their sole and absolute discretion, that the Proposer may not be able to perform the transportation service in a safe and an efficient manner.

Each Proposer is to provide written information on its qualifications to provide student transportation services for BOCES. In addition to a narrative that will explain specifically the Proposer's qualifications, Proposers may submit supplementary materials that will illustrate and support statements made. Proposer's information is to be organized under each of the ten (10) categories listed below with a response required for each category. Information other than what is requested in each of these ten (10) categories will not be considered as a part of the formal evaluation.

Proposer's information is to be submitted in the order of each of the seven (7) categories listed below. The information provided must respond specifically to what is requested in each of the subcategories. These responses must be clearly labeled, follow the order of the questions asked, and there must be a response for the information requested in each category. Nonresponses, unclear responses, or responses provided without requested documentation could result in a partial or total loss of points for the category or portion of the category that has no response, is unclear, or lacks supporting documentation where this is required.

BOCES shall be the sole interpreter of all information.

2.2.3. Request for Proposal Evaluation Criteria:

2.2.3.1 Student Transportation Experience; References; Management Continuity:

- A. The Proposer is to state the number of years it has in school transportation and the number of buses operated by the Proposer. Experience will be considered acceptable if the Proposer has operated a fleet of no less than fifty percent (50%) of the size of the total fleet to be operated for BOCES.
- B. The number of years of experience of the Proposer in student transportation services is to be stated for regional transportation programs similar to this BOCES program. Similar is defined as size (number of buses/vehicles), type (shared services), and operation (out-of-district coordinated services). Experience in New York State is of paramount importance when considering comparable experience. Proposer should detail their experience in providing services to any of the Districts participating in this program.
- C. Each Proposer is required to submit as part of their proposal an outline of the experience of its managerial personnel to perform the work under consideration.
 - (1) Included in the qualifications of the Proposer is to be a brief resume summarizing the experience and qualifications of the terminal manager and other members of the managerial and supervisory staff who will be directly responsible for the performance of this contract. Other managers and supervisory staff include assistant manager(s),

dispatcher(s), trainer(s), safety supervisor(s), maintenance supervisor(s), etc.

- (2) If any of these positions have not been filled, please list the qualifications for the position(s).
- (3) Please provide a job description for the terminal manager as well as each of the other site managers listed in Item C (1) above that will be directly involved in the performance of this contract.
- (4) An organizational chart is to be provided showing the terminal manager's position within the Proposer's company as a whole. Within the organizational chart, specific areas of authority and responsibility are to be identified for line and staff positions that affect the performance of this contract. The organizational chart should include the number of full-time and part-time office and maintenance team members that will be serving this contract.

D. For every school district, non-public school, and State or private agency in New York State to which the Proposer currently provides transportation services, or has provided transportation services within the last five (5) years, the Proposer is to provide the name of the contact person; the person's position; the name of the school district, non-public school, or agency; address, and telephone number.

- (1) For each of the above school districts, non-public schools, and/or agencies, the Proposer also is to provide the following information:
 - i. Type of transportation services provided (regular home-to-school, special education, alternate education, racial balance, extra-curricular programs, etc.). Given the unique nature of this BOCES transportation program, Proposer's should identify any and all coordinated transportation contracts that it operates.
 - ii. Name of the Proposer's current or last terminal manager at each location and the manager's length of service at that location as well as with the Proposer's company.
 - iii. Number and size of buses and vans that will be located within the greater BOCES region.
 - iv. Beginning and ending dates of the contract.
- (2) It is highly desirable that Proposers have at least five (5) years' experience in the pupil transportation business. Included in these five (5) years of experience should be experience in providing regular home-to-school transportation, and experience in providing transportation services for special education students in districts comparable to the districts served by BOCES.

BOCES reserves the right to make inquiries through its own resources for reference checks.

E. BOCES will evaluate each contractor's proposal and may assign extra points, or deduct points, based upon specific experience with an individual contractor that has served BOCES or any of the participating districts.

- F. As part of the experience of the Proposer in transporting pupils, the BOCES requires information about the ability of the Proposer to retain drivers. The Proposer is to provide the number of drivers it has in the terminal closest to the BOCES that has a sufficient number of regularly assigned route drivers including any previously employed BOCES bus drivers in order to service the District. Excluded are to be drivers whose primary position are clerical, management, mechanics, and *per diem* substitute drivers.

The years of experience of the drivers with the Proposer is to be shown in groupings of five time periods.

	0-2 Years' Experience	2-4 Years' Experience	4-7 Years' Experience	7-10 Years' Experience	10+ Years' Experience
Number of Drivers					

- G. Describe infrastructure capabilities of the Proposer relative to management personnel, safety training, and support services resources that could be made available to assist BOCES with any staffing needs or emergency services. This would include regional personnel that could be made available within 24 hours to offer assistance to BOCES.
- H. If the Proposer is a privately held entity (sole proprietorship, partnership, L.L.C., or corporation), the Proposer is to identify the name, address, and current telephone number of the transportation company that the principal(s) of the Proposer owned (in toto or in part), or at which the Proposer has been a manager, within the last five (5) years.
- (1) If the principal(s) of the Proposer has been a manager at another transportation company within the last five (5) years, the title and managerial duties are to be identified as well as the name of the transportation company and the years the principal(s) of the Proposer was a manager.
 - (2) If the principal(s) of the Proposer owned or was a principal owner of another transportation company within the past five (5) years, the Proposer is to identify the association that existed, the current status of this association, and the reason(s), if any, if the association is no longer in existence.
- I. If the Proposer is a publicly held entity, a copy of the most recent Annual Report is required.

2.2.3.2 Safety Programs; Accident History; Driver Training and Requirements.

- A. The Proposer is to provide a description of its safety and training program for drivers, monitors and aides, mechanics, and supervisory personnel that will be used in the direct performance of this contract. Include in this description the following:
- (1) What is included in the hiring criteria above that which is mandated by the State and Federal requirements to ensure that the driver candidate is a safety minded and responsible person?
 - (2) What safety and training programs are used by the Proposer? As a minimum,

include the following areas and frequency where appropriate:

- i. Any additional training for drivers and monitors (aides) of special needs students above that which is mandated by the State and Federal requirements. Describe the program(s), its frequency, and total yearly hours.
- ii. Does the Proposer provide a training program for driver applicants who have no experience driving school buses above what is required by the Department of Motor Vehicles (CDL Class A, B, or C with a P and an S endorsement) and the State Education Department? Describe the program and give the total number of training hours.
- iii. Any other in-service or on-going driver and monitor (aide) training and retraining programs.

- (3) Describe the specific driver and aide training programs utilized by the Proposer, including information relative to passenger management skills training. Include commercially developed programs and any in-house programs. Describe whether training is done through formal in-service programs, or through the use of videos and other self-directed methods.

The successful Contractor must provide documentation of the successful completion of the required safety training sessions as well as the two (2) “refreshers” required by SED annually. Sign in sheets must be provided by the Contractors to support the trainings. The Contractor will supply a spreadsheet of all SED requirements as outlined by the State Education Department in coordination with the new SED SharePoint system. Additionally, BOCES reserves the right to audit the 19A and SED files upon request for compliance with required regulations.

- (4) Provide details on all formal training programs provided to maintenance staff members, including both in-house and external classes, videos, certification programs, and more. Provide information on historical efforts to assist mechanics to achieve ASE certifications, including financial support and paid attendance at training classes.
- (5) What evaluation and retention criteria are used for drivers and monitors (aides)? Provide information on and evaluation/retention procedures used that exceed the requirements of New York State Vehicle and Traffic Law Article 19-A.

B. The Proposer can identify any established safety organization activities in which its organization or key personnel actively participate. State how such participation will assist in the performance of this Contract.

C. The Proposer is to provide a record of accidents in motor vehicles under the control of the proposer as follows:

- (1) The Proposer is to submit a copy of its annual Department of Motor Vehicles ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT (Form DS-3.3 (3/18)) for the last three calendar years (2023, 2022, and 2021) for the terminals identified in Section 2.2.3.6.A.

- (2) BOCES reserves the right to request a copy of the Department of Motor Vehicles form (MV-104F), “Accident Report for School Vehicles”, for any accident(s) involving the Proposer’s school buses/vehicles during the present and last three calendar years.
 - (3) The Proposer is to describe its accident review process as well as its driver retraining and/or corrective action procedures that are taken.
- D. The Proposer is to provide a driving history of the employees of the contractor as follows:
- (1) The Proposer is to state the criteria it uses in its review of the abstract of the driving record of prospective drivers and the retention of existing drivers meets or exceeds the required standards of New York State. If the criteria exceed the requirements of New York State, state in what manner this does exist.
 - (2) BOCES reserves the right to make a random review of the abstracts of the driving record of the Proposer's drivers at terminals within 100 miles of BOCES. If there are no terminals within 100 miles, then all terminals within the State that have at least 50% of the size of the operation required by this contract may be used. The Proposer will facilitate this review by expeditiously providing any requested files or documents to BOCES or its agent

2.2.3.3 **Fleet Maintenance; Vehicle Features; Fleet Profile:**

- A. The Proposer shall submit a copy of the previous three years (April 1, 2021 – March 31, 2024) of its **New York State Department of Transportation Bus Inspection System-Operator Profile Summary** for all terminals that it operates within 20 miles of BOCES District, and all terminals in New York State that operate under the management contract format. The **Profile** is to include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.
- (1) If there are no terminals within 20 miles, then all terminals within New York State that have at least 50% of the size of the operation (# of buses) required by this contract. If the number of terminals the Proposer operates in New York State is in excess of eight (8), then only fifty percent (50%) of the **Operator Profile Summary** reports need be submitted. These fifty percent (50%) are to be of those terminals that are the most similar in size to that which will be operated to serve this contract.

Any Proposer whose average Profile passing rate for the past three-year reporting period (April 1, 2021 to March 31, 2024) is 85% or less (Out-of-Service [OOS] rate of 15% or higher) will receive a score of -5 points for this element.

- B. The Proposer will provide a description of its vehicle maintenance schedule (time and/or mileage) that will be used in the performance of this contract. Included with this submission is to be a copy of any checklist used for each type of preventive maintenance program. Include information that would demonstrate that the Proposer’s maintenance program would exceed chassis manufacturer’s recommendations, if that is the case.

- C. The Proposer will provide a description of the method(s) used to ensure that each vehicle actually receives preventive maintenance within the scheduled interval. Included with this submission is to be the following:
- (1) A copy of the **Driver Daily Inspection Report** (DDIR) form as well as any other forms that will be used by drivers to pre check/ post check their vehicles and to report defects to the maintenance staff.
 - (2) A descriptive statement of any other methods or procedures used by the Proposer to ensure that defects on buses are identified, corrected, and that the buses used in the performance of this contract are maintained in a proper as well as a safe manner. An example is the use of an Electronic Vehicle Inspection Report (EVIR) in lieu of a Driver Vehicle Inspection Report (DVIR).
- D. The Proposer is to state the ratio of full-time dedicated bus mechanics (including mechanics, mechanics' helpers, and full-time inventory storeroom help) that it will have to the number of DOT inspected buses (including vans, station wagons, and sedans). Excluded from this ratio is to be clerical staff assigned to bus maintenance and full-time maintenance supervisors who do not perform direct maintenance functions.
- E. Describe the Proposer's historical use of industry standard maintenance and inventory control programs. Include the name(s) of the programs currently in use by the Proposer.
- F. The Proposer is to identify its hiring criteria and training program for its maintenance staff as well as any percentage (or number) of ASE certified bus mechanics that will be in use in the performance of this contract.

2.2.3.4 **Financial and Insurance Resources.**

- A. BOCES may request from the Proposer the following financial information. If requested, this financial information is to be provided within 48 hours and can be provided in a sealed envelope. Failure to provide this information in the required timeline may result in a Contract not being awarded to the Proposer.

Professionally prepared financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Finance Reporting Standards (IFRS) for the past three (3) full years of the Proposer's company and any affiliated or related companies are to be provided. These statements must contain financial information specific to the Proposer and its affiliated or related companies, not just a consolidated financial statement for a group of companies (bus or other) owned by the Proposer. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate or related to another company, then the Proposer should submit financial statements of the affiliates or related companies, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and/or related companies and the Proposer will be held financially responsible for the Proposer and his/her operations.

The purpose here is to determine whether the Proposer is clearly in a financial position to operate

a student transportation service Contract of this size. It is the responsibility of the Proposer to provide the financial proof that the company is financially sound and capable of performing this Contract. If the financial statements do not supply that information, then the Proposer must include other documents that will provide this proof.

BOCES will be looking to see if the financial statements of the Proposer, its affiliated and/or related companies, have been audited or reviewed by an independent Certified Public Accountant and what qualifications, if any, may exist of the audit or review.

Only BOCES independent auditor or a comparable independent and qualified person will analyze this financial information and a report will be presented to BOCES on the financial strength of the Proposer. If the Proposer cannot provide sufficient information to prove the Proposer has the financial capability to perform this Contract, BOCES has the right to reject the Proposal.

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

2.2.3.4.1 Insurance Requirements

- A. The Proposer must provide proof, along with the completed Proposal package, that he can provide the expected insurance coverage as outlined in these RFP documents. This proof can be in the form of a certificate of insurance naming Orange Ulster BOCES and all participating School Districts as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide in the event the Proposer is awarded the Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Request for Proposal specifications. The Proposer is to provide the current A.M. Best rating of the insurance carrier(s) and the surety company for the Bonds.

Should any subcontractors be utilized by the Proposer, pursuant to the terms and conditions of

these specifications, insurance requirements must be comparable from the subcontractors, and/or the Proposer must indemnify BOCES for these vendors and services.

2.2.3.5 **Infrastructure (Facilities; Software Experience; Technology):**

- A. The Proposer must provide evidence and/or documentation to support the fact it has existing facilities available to meet the program demands.
- B. The Proposer must provide evidence that it has demonstrable experience with out-of-district student transportation routing software as well as any other advanced technology to assist the program to meet the needs of the students.

2.2.3.6 **Proposal Cost:**

- A. Route Cost (live route hours) is defined as: time required to transport children to and from a program and/or site each day. Route time will be calculated from the first child pick-up to the opening schedule time of program(s) / site(s) in the morning and from the scheduled dismissal time of program(s) / site(s) to the time of the last scheduled child drop off. BOCES has the right to schedule more than one program or site on routes. A route must have an attendant on board, when requested at all times when the route is transporting students.
- B. Total Cost of Proposal
 - (1) Cost of proposed service. Contract cost will be determined based on the lowest pricing for hourly rate and attendant hourly rate in each category.
 - (2) Proposer's strategies to reduce and or contain cost over the length of the contract, including technologies.
- C. On the Pricing Form provided, and as shown in the sample forms included at the end of this specification, the Proposer must list its hourly rates for the 2025/2026 school year for the vehicle types noted as well as for trained bus attendants as requested. The cost for required base services are to be separate and independent of the cost for any enhancements to service that the Proposer is willing to make available.

The Proposer is invited to provide any other information or data that further shows its experience or qualifications and/or ensures that high quality service will be provided to the District. **Although under current regulations this information cannot be used as part of the award evaluation, the material will assist the District in the evaluation of the overall abilities of the Contractor.**

2.3 **INTERPRETATION OF PROPOSAL DOCUMENTS**

No interpretation of the meaning of the specifications or other Contract Document will be made to any Proposer orally. Every request for such interpretation should be made in writing, addressed to Laurie Catal, Business Office, Orange-Ulster BOCES, Education Campus, 53 Gibson Road, Goshen, N.Y. 10924, or sent via email to: laurie.catal@ouboces.org, and must be received no later than 4:00 P.M. on November 20th, 2024. Proposers are strongly encouraged to submit questions in writing as soon as possible in order to provide BOCES time to develop thorough responses. Any requests for language clarifications or changes must be submitted as questions prior to the end of the question period

as requests submitted with Proposals will not be considered.

Notice of any and all interpretations and any supplemental instructions will be provided to all Proposers of record in the form of Addenda to the specifications. All addenda so issued shall be posted on the Orange-Ulster BOCES' website and will 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. Any and all addenda must be submitted with the Proposal by the Proposer. It will be the Proposer's responsibility to ensure that they receive any such Addenda.

3. AWARD

3.1 Award Period

BOCES will endeavor to make an award within forty-five (45) days after the date of the Proposal opening, and all Proposals shall remain firm during that time period. BOCES further reserves the right to make awards following this initial forty-five (45) day period to any Proposer who has not provided written notice to BOCES that its Proposal has been withdrawn.

Prior to the award of the Contract and during the course of the Contract, BOCES reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Proposer.

The award of the Contract(s) will be based upon an evaluation of the Proposal as described herein and as shown on Appendix E and F. The right to make decisions, evaluations and judgments rests solely with BOCES whose judgments will be final.

BOCES has initiated this Proposal process to solicit prices for cooperative transportation services for the participating districts. The cooperative Proposal is being undertaken to facilitate the use of one Proposal specification with the intention of increasing the scope of the contracted services while facilitating the potential sharing of buses, sharing of out-of-district runs, facilities, routing software, maintenance services, and management personnel. BOCES will serve as the contracting agency on behalf of the participating districts whose participation may vary in scope and degree during the term of the contract. BOCES makes no warranty or representation on the level of usage by any participating district. Proposers acknowledge, through their submission of Proposals, their understanding that usage of the services described may vary, increase, decrease, or terminate during the term of the contract.

BOCES is requesting Proposals for a five-year (July 1, 2025 - June 30, 2030) Contract period for full-service student transportation service. The service will include a facility, vehicles, insurance, routing, parent contact, management, drivers, attendants and department staff necessary to provide the district or districts served the requested transportation. The Contract(s) may then be renewed for one (1)-year extensions based upon the then applicable State regulations.

BOCES will award one or more contracts for described services with those services then available to the participating districts. The direct contracting agency will be BOCES; however, services will be provided directly to the districts consistent with these terms and conditions. Invoices will be submitted to BOCES with sufficient detail and in a format acceptable to BOCES to facilitate charges to the districts using the services.

Proposers will submit, on the Pricing Form provided, their prices for operating the transportation program of BOCES.

The Contract(s) will be awarded based upon a review by BOCES of all elements of the Proposal submitted, consistent with the Terms and Conditions of these documents.

3.2 Contract Pricing

The intent of this coordinated and centralized Proposal is to provide the Contractor(s) with a larger scope of service in order to offer each participating District significant savings from the operating volumes, infrastructure savings, and economies of scale. It is the intent of BOCES when possible and feasible to share servicers with all component districts to control costs. In any case in which shared services is implemented, for the purpose of transportation aid the contractor must possess a separate contract with the districts participating in this cooperative shared service agreement; however, the BOCES RFP pricing will be the basis for all component districts utilizing the cooperative shared service to and from any school under this RFP. It will be the responsibility of the BOCES' Director of Transportation in conjunction with component district(s) transportation director(s) to approve all cooperative shared service agreements in writing prior to the start of service.

The program described herein covers various aspects of the transportation programs operated by the participating Districts, or as envisioned as benefiting the participating Districts. A description of the current services provided is included at Appendix "A".

3.3 School Year and Summer Transportation Services (includes Special Needs; McKinney-Vento; and any other out-of-District service as required by BOCES) – **Contract – 5 Year term.** School Year and Summer is defined as July 1 – June 30. BOCES reserves the right to assign both school year and summer services to the same Contractor in order to provide continuity of services to the students.

The contractor will provide, at a minimum, home to school and school to home service for routes specified.

The contractor must demonstrate an ability and readiness to provide supplemental transportation services such as mid- day runs, shuttles, activity buses, late buses, vocational, feeder routes, and special program services should the need arise.

The number of vehicles to be operated under this RFP may increase or decrease per year at the established prices.

The contractor will provide regular school term services (September through June) following BOCES and all component district school calendars. Upon request, the contractor may provide summer school transportation at the same rate specified for regular school term service outlined in this RFP (Each year after the initial year (July 1, 2025- June 30, 2026) starting July 1, the price will be a mutually negotiated price, not to exceed the current price plus the Consumer Price Index (CPI) as published by the New York State Education Department. After the 5-year contract period has expired, there will be options to renew for additional 1-year terms(if mutually agreed upon by OU BOCES and the contractor) at a mutually negotiated price, not to exceed the current price plus the Consumer Price Index (CPI) as published by the New York State Education Department.

The contractor will provide transportation in conjunction with certain parameters established by BOCES and its component school districts. Guidelines for service will follow BOCES' and component district's policies for student transportation.

Routing services are defined as providing routing software and hardware designing bus routes, assigning riders, pairing or packaging bus routes, and /or optimizing accordingly.

The contractor is to provide routing services with the use of an industry-recognized computer routing system.

All routes must be approved by BOCES' Director of Transportation prior to the start of service. At that time, the route package for the specific route will be generated.

All routes must be designed with particular attention focused on providing the shortest ride times feasible for the students. The goal of the BOCES is to provide routes that are generally less than 90 minutes long. Nonetheless, given a number of factors such as weather, topography, and traffic, some routes will exceed the 90-minute goal.

Whenever necessary, compensation times will be determined by BOCES based upon trial runs and/or computer designated schedules. Once the routes are established, unless there are material changes in route length (15 minutes or more) no additional charge or credit for the route time will be issued. In all cases, the final determination for run time will be made by BOCES. Routes will be based on live hours and a 3-hour billable route package minimum starting point for establishment of a run. Hours of billable driver and if applicable, attendant, will be charged on an HOURLY RATE. Route hours are calculated from the first child pick-up to the opening schedule time or program or site or sites and or from the schedule dismissal time of programs and or site to the last drop off. If it is required to run additional pick-up or drop off to and from a school the hourly base rate will be added to the package for that day after written approval from BOCES.

The contractor, acting in conjunction with BOCES, will provide details of the route schedule(s) for all regular transportation to and from the attending schools. The route schedule(s) will contain the length or duration of individual routes, direction of travel, student address, phone, parent/guardian name, and name of location of attending school, time of pick-up and drop – off of student's residence and attending school location of student pick-up and drop off points, and breakdown of all route charges. (i.e.; base rate, attendant cost, etc.) It is understood that the number of student riders may vary during the period of this practical route and BOCES will have the final determination on the path of travel. Should the contractor or any driver employed under this RFP chose to travel a different path without written consent of BOCES, the contractor will be responsible for any and all additional cost relating thereto.

Stand-alone routes (those operated for only one school district) will only be scheduled if the necessary drivers and buses are readily available, priority will be given to shared routes. In the event a route is stand alone and/or operated for only one school district, and the student discontinues transportation within the first 10 calendar day of the month, the component school district will be charged a per diem rate. In the event the student discontinues transportation after the 10th day of the month; the current monthly rate provision will apply. Rates for transportation of shared routes will remain the same.

Routes that begin partway through the month will be prorated on actual days of service.

3.4 **Career and Technical Education - Clinical Runs – 5 Year Term**

The purpose of this section of the Request for Proposal is to provide transportation for those students participating in the Career and Technical Education programs at various sites throughout the County. The Proposer must demonstrate an ability and readiness to provide supplemental transportation services consisting of routes designed for transportation of students in the Career and Technical Education Clinical programs.

The number of vehicles to be operated under this RFP may increase or decrease per year at the established prices.

The Proposer will provide regular school term services (September through June) following BOCES and all component district school calendars. Upon request, the contractor may provide summer school transportation at the same rate specified for regular school term service outlined in this RFP. After the first contract year (July 1, 2025-June 30, 2026) starting July 1, the price will be a mutually negotiated price, not to exceed the current price plus the Consumer Price Index (CPI) as published by the New York State Education Department. (please see renewal terms under section 3.3)

Whenever necessary, compensation times will be determined by BOCES based upon trial runs and/or computer designated schedules. Once the routes are established, unless there are material changes in route length (15 minutes or more) no additional charge or credit for the route time will be issued. In all cases, the final determination for run time will be made by BOCES.

Routes will be based on live hours and a one (1) hour billable route package minimum starting point for establishment of a run. Hours of billable driver and if applicable, attendant, will be charged on an HOURLY RATE. Route hours are calculated from the first child pick-up to the opening schedule time or program or site and/or from the schedule dismissal time of programs and or site to the last drop off. If it is required to run additional pickup or drop off to and from a school the hourly base rate will be added to the package for that day after written approval from BOCES.

The contractor, acting in conjunction with BOCES, will provide details of the route schedule(s) for all regular transportation to and from the attending schools. The route schedule(s) will contain the length or duration of individual routes, direction of travel, student address, phone, parent/guardian name, and name of location of attending school, time of pick-up and drop off of student's residence and attending school location of student pick-up and drop off points, and breakdown of all route charges. (i.e.; base rate, attendant cost, etc.) It is understood that the number of student riders may vary during the period of this practical route and BOCES will have the final determination on the path of travel. Should the contractor or any driver employed under this RFP chose to travel a different path without written consent of BOCES, the contractor will be responsible for any and all additional cost relating thereto.

Stand-alone routes (those operated for only one school district) will only be scheduled if the necessary drivers and buses are readily available, priority will be given to shared routes. In the event a route is stand alone and/or operated for only one school district, and the student discontinues transportation within the first 10 calendar day of the month, the component school district will be charged a per diem rate. In the event the student discontinues transportation after the 10th day of the month; the current monthly rate provision will apply. Rates for transportation of shared routes will remain the same.

Routes that begin partway through the month will be prorated on actual days of service.

4. CONTRACT

- 4.1 Each Proposal will be received with the understanding that its acceptance, in writing, by BOCES, to furnish any or all of the items described shall constitute a Contract between the successful Proposer and BOCES. The Contract shall bind the successful Proposer to furnish the labor and material required at the prices and in accordance with the conditions of his/her Proposal.

- 4.2 The placing in the mail of a notice of award to a successful Proposer, to the address given in the Proposal, will be considered sufficient notice of acceptance of Contract.
- 4.3 If the successful Proposer fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the term of the Contract or should the successful Proposer fail, or be delinquent (as determined by BOCES), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Proposer will be notified in writing by BOCES. If within (10) days after written notification by BOCES, the Proposer has not taken such measures, as will, in the sole and reasonable opinion of BOCES, insure the satisfactory progress and performance of the service, then BOCES shall have the right to declare the successful Proposer in default and in addition, to any other legal or equitable remedies available to it, BOCES upon declaring the successful Proposer in default may upon written notice to the successful Proposer, take the following action:
- 4.3.1 Withhold any funds due the successful Proposer under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which BOCES might have against the successful Proposer.
- 4.3.2 Commence providing the services contracted with the successful Proposer, either directly or through another Contractor.
- 4.3.3 Terminate the Contract.

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

- 4.4 It is mutually understood and agreed that the successful Proposer shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of BOCES which shall not be unreasonably withheld. A sale of stock in a corporation, a change in partners in a partnership, or a change in membership in an LLC, which results in a change in the controlling interest of the Proposer, shall be an action that will be considered a contract assignment under this provision.

Given the unique nature of the services being considered in this program, the use of specialized firms may be beneficial to BOCES. However, the determination on the use of any subcontractors' rests solely with BOCES.

- 4.5 The General Conditions, Specifications, Notice to Proposers, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.
- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.

- 4.7 It is understood that the Contract in no way excludes BOCES or any of the participating districts from using their own vehicles, drivers or bus aides/aides, or services provided by/through other Districts, BOCES, agencies, or in any way limits BOCES or BOCES from using other Contractors in performing similar or other services. While the primary focus of this contract is the transportation of students between home and out-of-district schools, BOCES reserves the right to utilize the vehicles supplied under this contract in any manner that best serves the needs of the students and the participating districts. This shall include, but not be limited to, the provision of services required by Federal and State mandates, such as transportation to and from drug treatment facilities, respite centers, and work study programs.
- 4.8 Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by BOCES.
- 4.9 No action or failure to act on the part of BOCES to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which BOCES is entitled, nor shall such action or failure to act on the part of BOCES waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

3. GUARANTEES BY THE SUCCESSFUL PROPOSER

- 5.1 BOCES may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. BOCES reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses, student destinations, participating districts, or length of operating day, and/or the number of days requiring transportation under this contract. If New York State regulations permit other districts to share services under the terms and conditions of this contract, the Contractor shall agree to facilitate this sharing. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. BOCES shall not be liable for any extra transportation services or increased compensation unless authorized in advance by BOCES' written order.

The Proposers should note that information about the current out-of-district routes, and projected needs, is available upon request. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, employee Contract changes, educational needs, placement changes, and traffic and construction demands. The successful Proposer guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Proposal.

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

BOCES reserves the right to reject all materials, supplies, and services, and the quality of materials, supplies, and services that do not meet its standards.

- 5.3 The successful Proposer warrants and guarantees:

- 5.3.1 That Proposer is financially solvent, and the Proposer is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- 5.3.2 That Proposer shall procure and maintain solely at its own expense Worker's Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to each district no later than 30 days before the commencement of each year's service.
- 5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA), or any successor health insurance legislation, as to all of its employees while they are engaged in work under any Contract between the Contractor and BOCES.
- 5.3.4 That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on District premises, and all other Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- 5.3.5 The Proposer will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, age, disability, sexual orientation, gender identity, veteran status, status as a victim of domestic violence, marital status, or any other applicable discriminatory classification in State or Federal law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause. The contractor, through their submission of a Proposal, stipulates that they are in compliance with Section 201-G of New York Labor Law.
- 5.3.6 The Proposer will state, in all solicitations or advertisements for employees placed by or on behalf of the Proposer, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, religion, sex, age, national origin, age, disability, sexual orientation, or marital status.
- 5.3.7 The Contractor will cause the foregoing provisions to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub- Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.
- 5.3.8 That Proposer will comply solely at its own expense with all Federal and State provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the individual district.
- 5.3.9 The successful Proposer will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of BOCES.
- 5.3.10 All Proposers shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students,

and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Proposal.

- 5.3.11 That in the performance of this contract, Contractor is an independent contractor, BOCES being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not BOCES, unless otherwise specifically designated by BOCES.

PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall release BOCES of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of BOCES and others relating to or arising out of this work. Should an error occur in the final billing by the Contractor, the Contractor shall have the right to notify BOCES of said error and present a corrected invoice for payment within 30 days of the termination of this contract.
- 6.2 Payments of any claim shall not preclude BOCES from making claim for adjustment on any item found not to have been in accordance with Contract Documents. BOCES also reserves the right to withhold payment of any charges for work that it did not approve, and/or that it believes are in violation of this contract.
- 6.3 BOCES may withhold from the Contractor so much of the payment due it as may in the judgment of BOCES be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. BOCES shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder shall be contingent upon needs as determined by the participating Districts. In the event BOCES shall elect to terminate this Agreement due to the lack of needs of participating districts, BOCES shall give the Contractor written notice 30 days before the end of the fiscal year. In the event that funding demand is restored following a termination of this Agreement under the Section, the Contractor shall be entitled to a right of first refusal to provide continuing service to BOCES if the restoring of the services under the terms of the Contract is consistent with then current State laws and regulations. In no event will the right of first refusal be enforced if the break in service exceeds one full fiscal year.
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. BOCES and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of BOCES, including a requirement for multiple copies of the invoices. At BOCES's option, an automated invoicing format may be developed, and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis, including detailed information on the specific District utilizing the services. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that BOCES has approved for daily routes and/or special routes. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages,

weather conditions, or similar operating issues that are deemed by BOCES to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by BOCES.

The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to BOCES on a route-by-route basis and shall submit such records upon request by BOCES for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by BOCES consistent with the route schedules and detail contained in these specifications.

a. SAVINGS CLAUSE

The successful Proposer shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, a pandemic, or for any other acts not within the control of the successful Proposer and which by exercise of reasonable diligence it is unable to prevent. If there is a change in the projected number and type of buses, or if it becomes necessary to restructure the component district(s) transportation program(s) and, therefore, the BOCES transportation program due to continuation of the Covid-19 pandemic or any other emergency that requires the closing of schools or changes in the school day or manner of educating students by executive order of the New York State Governor or the Orange County Executive or by laws and regulations of the New York State Education Department, the BOCES may not provide payment for any portion or for the total of the student transportation services to any school bus Contractor who has received an award to provide these services under this Request for Proposal document or for any transportation services under any other Request for Proposal document.

b. SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the safe transportation of students for BOCES and the participating districts. The estimated July 1, 2025-June 30, 2030 transportation program of BOCES is defined and described at Appendix "A" annexed to these specifications. Each Proposer must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Proposal.

8.2 BOCES REPRESENTATIVE

The Transportation Coordinator, or his/her designee, will represent BOCES in all matters pertaining to the performance of this Contract. The Orange-Ulster BOCES shall serve as the Lead Education Agency (LEA) for the purposes of this cooperative Proposal process. It is understood that BOCES is performing a cooperative purchasing and contracting service on behalf of the participating school districts.

8.3 PROPOSAL BOND

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

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

8.4 PERFORMANCE BOND

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

A determination on the acceptance of the Performance Bond ultimately rests solely with BOCES. The Performance Bond is an alternative feature of the Proposal and may be rejected/selected by BOCES. The Performance Bond or other security, if selected by BOCES, must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

BOCES will not accept a cash deposit in lieu of a Performance Bond.

8.5 INSURANCE

The Contractor shall provide the following insurance:

8.5.1 Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the transportation contractor hereby agrees to effectuate the naming of the District/BOCES as an Additional Insured on the transportation contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

8.5.2 The policy naming the District/BOCES 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 strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District/BOCES and may create significant vulnerability and costs for the District/BOCES.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the District/BOCES, its Board, employees and volunteers with a waiver of subrogation in the favor of the District/BOCES.
- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District/BOCES (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District/BOCES. A completed copy of the endorsements

must be attached to the Certificate of Insurance.

8.5.3 The certificate of insurance must describe the services provided by the transportation contractor that are covered by the liability policies.

- a. At the District's/BOCES' request, the transportation contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a
- b. list of endorsements and forms. If requested, the transportation contractor will provide a copy of the policy endorsements and forms.

8.5.4 The transportation contractor agrees to indemnify the District/BOCES for applicable deductibles and self-insured retentions.

8.5.5 Minimum Required Insurance:

- a. **Commercial General Liability Insurance**
\$5,000,000 per Occurrence/ \$5,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

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 state. The form can be completed and submitted directly to the WC Board online.

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

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

8.5.8 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state

what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. BOCES reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of BOCES constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to BOCES.

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

8.5.10 In the event that BOCES permits the use of sub-contractors, they shall maintain the insurance coverages outlined above and comply with all requirements set forth above, including the furnishing of separate insurance certificates and endorsements prior to said sub-contractors providing services, unless otherwise agreed to by BOCES.

8.5.11 The Contractor acknowledges that the procurement of such insurance as required herein is intended to benefit not only BOCES but also BOCES insurer(s).

8.6 BOOKS AND RECORDS

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

8.7 TERM

8.7.1 The term of this transportation contract shall be for five years, July 1, 2025 – June 30, 2030. The utilization of services shall vary each year based on the needs of the participating districts. Orange-Ulster BOCES reserves the right to extend the contract “consistent with Section 305 of Education Law” and “Section 156.12 of Commissioner’s Regulations”, and at the sole option of the purchasing agents’ recommendation, the Board of Education’s approval, and under the original RFP.

After the first contract year (July 1, 2025-June 30, 2026) the increase to the contract will be a mutually negotiated amount not to exceed the initial price plus the Consumer Price Index (CPI) as published by the New York State Education Department for each of the following four (4) years.

If renewed past June 30, 2030, each one (1) year term increase to the contract will be a mutually negotiated amount not to exceed the initial price plus the Consumer Price Index (CPI) as published by the New York State Education Dept.

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

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

8.8.1.1 It is recognized that for the protection of the children, drivers, aides, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. BOCES places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an aide, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an aide who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

All drivers and attendants must understand and speak English with proficiency.

8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that BOCES, its Superintendent, or designees shall have the right to direct the removal of any person (driver, aide, or office personnel) servicing this Contract for any reason. BOCES shall provide the request for removal to the Contractor in writing, stating the reasons for the removal. Such requests will not violate any applicable local, state or federal laws and regulations. Such drivers or aides shall be removed from the routes immediately upon notice from BOCES to the Contractor.

BOCES also reserves the right to directly employ certain aides, to provide specialized services or medical support to individual students.

8.8.1.3 A "Contract Manager" will be provided by the Contractor hereunder to oversee this out-of-District program. Said Manager must have complete authority over the operation of the Contractor's buses. This Manager will be directly responsible for working with the BOCES supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the BOCES or the participating districts; provided, however, that all such routing and parent contacts are authorized by officials of the BOCES or participating districts as designated by the District's Superintendent of Schools, or designee. Said supervisor also shall be responsible for compliance by drivers with all

District transportation policies, all statistical studies and reports required by BOCES or the School District, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

The Contract Manager shall meet with BOCES upon request during the school year to review operations and to discuss service options or issues.

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

The Contract Manager may be shared between BOCES and other clients of the Contractor.

- 8.8.1.4 All drivers and aides provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to BOCES for their review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and BOCES in a positive way.
- 8.8.1.5 The Contractor will provide each driver and aide in service to BOCES with a laminated photo ID that contains the name of the driver or the attendant monitor, the name of the Contractor, and the current school year. The photo ID shall be a minimum of 2 1/8" x 3 3/8" and shall be prominently displayed while the driver or the aide is in service to BOCES. The photo ID shall be issued yearly by the Contractor and shall be at no cost to BOCES.
- 8.8.1.6 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of aides and monitors.
- 8.8.1.7 Each driver and each attendant performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and aides. BOCES representatives, or representatives of the participating districts, reserve the right to attend any of these training meetings.

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

BOCES reserves the right to provide specialized training with the cost of said training borne by BOCES, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

The Contractor shall follow District policies and procedures relative to safety training as

defined in this section.

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

Each driver and aide performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3 (b)(3) of the Regulations of the Commissioner of Education and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner. The costs of such examinations shall be paid by the Contractor. BOCES shall be provided a written report, at least quarterly, of all physical exams performed.

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

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

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

BOCES reserves the right to review the Article 19-A files and other records showing conformance with State regulations for each driver and aide in service to BOCES.

- 8.8.1.10 The Contractor shall at all times have stand-by drivers and stand-by attendants in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers and aides shall not be less than ten percent (10%) of the number of drivers or aides required to bring children to and from school on a regular basis. These drivers and aides cannot be used for any other purpose

without the prior express permission of BOCES. All stand-in/stand-by personnel must meet the same approvals and clearances as regular employees as set forth in paragraph 8.8.1.9 above.

- 8.8.1.11 The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, and windows as well as roof hatches as means of escape in case of accident. As required by the NY State Education Department, three safety drills must be performed by the driver of each bus route on an annual basis. The Contractor shall be responsible to ensure the safety drills are successfully completed by each of their drivers in compliance with SED requirements.

Quarterly, the Contractor will provide BOCES with attendance sheets verifying each driver's and attendant's/monitor's attendance at the instructional program as well as a copy of any instructional plans and materials.

- 8.8.1.12 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior written approval of BOCES.

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

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

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

- 8.8.1.13 Students shall be discharged pursuant to each District's policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle.

- 8.8.1.14 No alcoholic beverages or intoxicants may be brought to or consumed upon BOCES premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking/vaping are allowed on the buses or on school property. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. BOCES has a "drug free zone" policy on school property.

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

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

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

- 8.8.1.17 The Contractor must provide a private telephone number to allow BOCES immediate and direct access to the bus terminal that is providing these services. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to BOCES.

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

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

- 8.8.1.20 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with BOCES in similar formats, the use of Microsoft Word and Excel are strongly recommended.

- 8.8.1.21 The Contractor must issue monthly consolidated invoices and attendance records for transportation services covered under this RFP.

- 8.8.1.22 The Contractor must provide a variety of vehicle management reports as required by BOCES and/or component districts within here working days of the request.

8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of BOCES and/or the participating districts for these out-of-District and/or Trip services. All vehicles provided by the Contractor 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, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure

the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to a vehicle need within 45 minutes. Stand-by drivers must be able to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to BOCES. A vehicle of a larger capacity may be used to fulfill the spare bus capacity of specialized vehicles (i.e. a 35-passenger bus can fulfill the requirement for a 20/22 passenger; a 15 passenger + 3 w/c can fulfill the requirement for a 9 passenger + 3 w/c).

The Contractor's vehicle average age for this RFP and spare vehicles will not exceed five (5) years. The basis for determining age shall be the model year listed on the vehicle registration. No vehicle used in this RFP will exceed seven (7) years of age.

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2015 chassis year, at the beginning of this contract period (7/1/20) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide BOCES with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria.

If a used bus is placed in service during the term of the contract, BOCES reserves the right to inspect and approve said vehicle. BOCES approval will not be unreasonably withheld. Any used bus placed in service must maintain the fleet age profile as detailed herein.

Buses shall include the following features as a minimum:

8.8.2.1.1 All vehicles provided by the Contractor are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB. BOCES will also accept more advanced technology where camera data is being stored on the cloud instead of hard drives.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

The use of this equipment shall be in conformance with BOCES or District policy. BOCES shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of BOCES request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to BOCES, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to

the liquidated damages detailed in Section 8.16.9 of these specifications, BOCES reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

The Contractor is responsible for the proper notification of camera and sound recording devices that may be required by current or future regulations/legislation.

A minimum of two (2) video cameras and sound recording equipment are required on each bus with a capacity of 15 to 30 students. A minimum of one (1) camera and sound recording equipment is required on each 5-7 passenger vehicle.

BOCES recognize that there may be limited times when these buses and/or vans with video and sound recording equipment may be out of service for DOT inspections and/or maintenance service requirements. During these limited time periods (three consecutive operating days or less), the Contractor may replace the bus and/or van with a vehicle that is not equipped with the video and sound recording equipment. However, for any long-term removal from service (four consecutive operating days or more), the replacement vehicle must be equipped with the video and sound recording equipment. In all cases where a spare bus is being utilized, but where a camera is not available, BOCES must be notified in advance and BOCES reserves the right to require the reassignment of the bus to a different route or usage.

The Contractor shall include in their Proposal package, in Section #5 (Fleet), specific information about the camera system that will be provided. BOCES envision a camera system similar to the Seon TH4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by BOCES.

- 8.8.2.1.2 All vehicles must be equipped with a Global Positioning System (GPS) enabled Vehicle Tracking System. This system must provide accurate, historical and real time vehicle location and route data. This system must the ability to create on-demand reports as requested by the Orange-Ulster BOCES. Additionally, the Contractor(s) will provide the BOCES with "read-only" access to their routing software program and the GPS data.
- 8.8.2.1.3 "Child Check Mate" (or equivalent) child check system is to be installed on all vehicles (with the exception of the 5-7 passenger vehicles) dedicated to BOCES.
- 8.8.2.1.4 Two-way radios of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of BOCES to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to BOCES. These cellular or digital telephones shall be operated consistent with State laws.

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

8.8.2.1.6 All buses must meet industry standard drawstring tests.

8.8.2.2 Special education vehicles must accommodate any “special” needs of students at the expense of the Proposer. This includes air conditioning if required by the student’s Individual Educational Plan (IEP). Most students will need air conditioning, so all buses should have it.

8.8.2.3 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.

8.8.2.4 Contractors are required to provide with their Proposal, on Appendix B, the make, model, year, current mileage, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. BOCES reserve the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Proposal. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Proposal.

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

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

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

8.8.3 Facilities

8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance, parking, and DOT inspection facilities for vehicles in the operation of the Contract(s).

8.8.3.2 The Proposer shall provide the exact location of the maintenance facilities that will meet the requirements of 8.8.3.1 and that will be utilized to park and repair/maintain vehicles in use for BOCES. BOCES reserves the right to inspect the facilities to determine their adequacy.

8.8.3.3 If the Proposer does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided. If the proposed facility will be rented or leased from a third party, the name, address, and telephone number of the owner or lessor shall be provided, and BOCES reserves the right to verify the facility representations made by the Proposer.

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by BOCES.

Failure to provide information on a facility is grounds for not awarding the Contract.

8.8.3.4 It is the responsibility of the Contractor to provide adequate vehicle storage to facilitate bus starting during cold weather conditions.

8.8.4 Fuel

All fuel for the performance of the contract shall be provided by the Contractor.

8.8.5 Transition Plan

BOCES will require the successful Proposer to submit a Transition Plan to BOCES within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by BOCES and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), shall be a material default and basis for termination.

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Proposer does not have one within 30 minutes traveling time of the respective District; hiring of personnel; securing vehicles; being able to secure proper fuel for vehicles and the procedures and timeline(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following BOCES approval of the Transition Plan.

While BOCES will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Proposer.

8.8.6 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of BOCES.

8.8.7 Public Relations

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

8.9 SAFETY REQUIREMENTS

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

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Contractor with all routes, and any changes, subject to the approval of BOCES. BOCES reserves the right to determine the acceptability of merging students with students from other districts on the out-of-district runs.

The Contractor will provide the BOCES with “read-only” access to their routing software program for visibility to the route assignments as well as visibility to the GPS data.

The Contractor must be properly staffed to accept and respond to parental questions relative to transportation needs. Phone calls will be directed to either the individual District, or the Contractor, and the Contractor must be capable of meeting the required accessibility.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to BOCES and the districts. The routing information provided to BOCES and the districts by the Contractor shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion.

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

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

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

Given the unique requirements of special education and homeless student transportation, situations may arise which will require additional routes or services. The Contractor will initiate new service within 72 hours of receipt of the service requirement from BOCES.

No routes are to be doubled by the Contractor. All routes shall schedule the same driver in the morning and in the afternoon unless BOCES approves a change. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

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

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

- 8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendars including the calendars of all other schools for which BOCES is responsible for furnishing transportation.

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

- 8.10.6 It is understood that on those days that Schools are closed and special needs schools, or BOCES, locations are open, the Contractor may be required to furnish any required transportation to those alternative locations or BOCES schools.

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

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

- 8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by BOCES.

- 8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by BOCES.

- 8.10.9 SCHEDULE VARIATIONS

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

- 8.10.9.1 District-wide early dismissals when required.
- 8.10.9.2 Early dismissals as per calendars provided by BOCES, including during the month of September and late activity schedules as per published schedule
- 8.10.9.3 Comparable transportation from BOCES and all non-public schools covered by this Contract on days when BOCES have other than regular dismissals
- 8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- 8.10.9.5 Comparable transportation for special education locations on days when BOCES are closed for any reason and the special education locations are open
- 8.10.9.6 Dismissal as required during January and June examination weeks in the high school and the middle school
- 8.10.9.7 Summer transportation as required by the individual student programs
- 8.10.10 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by BOCES. This information is to be provided without charge to BOCES. Failure to meet this requirement will cause BOCES to initiate the liquidated damages provided under Section 8.16.15 of these specifications.

8.11 OPERATING MATTERS

- 8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to BOCES, the BOCES Representative, or his/her designee, is to be notified immediately, and BOCES accident procedures are to be followed. The appropriate agencies (including the participating school districts) shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to BOCES. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to BOCES no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event.

BOCES, or their representatives, reserve the right to participate actively in any accident review of a vehicle in which its students are being transported.

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

- 8.11.2 Driver Training and Additional Training: All bus drivers and aides must receive and

participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. Additionally, drivers and aides assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers and aides shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

Quarterly, the Contractor will provide BOCES with attendance sheets verifying each driver's attendance at the instructional program as well as a copy of any instructional plans and materials.

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

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

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

8.11.5 Emergency Closings: The Contractor will be required to consult with the Superintendent or his/her designee, during times of inclement weather, about road conditions and the potential of closing school. Comparable contacts with the participating districts is required. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools or his/her designee. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by BOCES or the participating District. If District(s) on a shared run are delayed, based on the longest delay of that run, the Contractor will notify the affected parents of the updated time schedule.

The above early dismissal schedule shall be at no incremental cost to BOCES.

In some instances, response to an emergency will require the contractor to provide emergency transportation of students, accompanied by staff, from a crisis location to a reception center of

reunification site as directed by the Superintendent and/or Incident Unified Command. This location could be another district building or outside of the district depending on the needs and nature of the incident. The process will be planned and coordinated through the Superintendent and/or Incident Unified Command and will require the contractor to provide a command post representative to coordinate these efforts.

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

The Contractor agrees to cooperate fully with BOCES policy of cooperative transportation with other districts, schools, and agencies.

- 8.11.7 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to BOCES for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by BOCES, due to inadequate service or poor performance, dispatch or management personnel may be supplied by BOCES to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by District personnel.
- 8.11.8 District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of BOCES as set out in the present written policies and rules of BOCES, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by BOCES.
- 8.11.9 District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of BOCES, any participating District, or agency. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.
- 8.11.10 Student Discipline Matters: In the event of any student discipline matter involving students, the Contractor shall immediately notify BOCES as well as the individual District in the manner as prescribed by policy and procedure. The Contractor shall follow the discipline operating procedures as defined by BOCES.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in BOCES during the term of the Contract. It is of paramount importance that drivers maintain good order on the school buses. Drivers will be required to attend suspension or corrective hearings in relation to the poor bus conduct of

student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of BOCES certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

8.12 BASE PROGRAM PROPOSAL

The Base Program Proposal for the Transportation Contract shall be for a Transportation Program for multiple years - July 1, 2025-June 30, 2030 school year consisting of regularly scheduled services similar to those as described in Appendix "A". It is understood that the services envisioned in this contract are for a new student transportation program, and the information provided by BOCES is based on projections and a good faith effort to estimate program needs. BOCES makes no representations, nor provides any warranties, on the actual level of services that will be required.

8.13 CHANGES IN BASE PROGRAM

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

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), BOCES 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.

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

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), BOCES 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.

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

A clause shall be inserted in all specifications or Contracts made or awarded by a municipal
Proposer's Initials

corporation or any public department, agency or official thereof on or after the first day of July, 2001, or by a fire district or any agency or official thereof on or after the first day of July, 2001, for work or services performed or to be performed, or goods sold or to be sold, to provide that upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other agency, which is empowered to compel the attendance or witnesses and examine them under oath, to testify in an investigation concerning any transaction or Contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

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

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

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

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

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

8.15 CONTRACT

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

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

8.16 NON-PERFORMANCE DAMAGES

BOCES has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. BOCES and Contractor agree that in certain circumstances, the actual amount of damages incurred by BOCES will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, BOCES may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, BOCES will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, BOCES will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages. Whenever possible, as solely determined by BOCES, the Contractor will be provided with written notification of the infraction by BOCES, and the Contractor shall be afforded the opportunity to cure the incident prior to the assessment of liquidated damages. It is BOCES decision on whether or not a mitigating circumstance existed, and it is BOCES decision on the timeline that may be allowed the Contractor to cure the infraction.

In view of the difficulty BOCES will suffer by reason of default on the part of the Contractor, the Proposer, through their voluntary submission of their Proposal, hereby stipulates that the following sums shall be deemed liquidated damages and enforceable for breach of this Contract:

- 8.16.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus liquidated damages of \$100.00, or the cost of BOCES expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor “doubles up” the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.
- 8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 45-minute reporting requirement, BOCES shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$100.00 per vehicle as liquidated damages.
- 8.16.3 If the Contractor utilizes vehicles in service to BOCES that do not meet the requirements stated in Section 8.8.2 of these specifications, BOCES shall deduct from the monthly payment the sum of \$100.00 per day as liquidated damages for each vehicle operating in violation of the vehicle requirements.
- 8.16.4 This Contract envisions a quality, responsive transportation program that minimizes BOCES involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of BOCES, BOCES reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, BOCES reserves the right to deduct \$100.00 from the monthly payment as liquidated damages for each such occurrence.
- 8.16.5 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools for the specific school year and/or does not meet

the requirements of the State of New York or of this Contract, BOCES reserves the right to deduct \$200.00 per day as liquidated damages, plus the cost of the route operated by the non-approved driver, from the monthly billing for service for each driver so employed.

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

8.16.6 A reliable transportation system is important to meet the educational requirements of the students and BOCES. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, BOCES reserves the right to deduct liquidated damages of \$100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the damages will not be assessed.

8.16.7 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, BOCES 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 Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to BOCES.

8.16.8 BOCES requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios or comparable communication devices. All vehicles that transport children outside of the radio coverage shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to BOCES. There will be no payment to the Contractor for days when a vehicle is used without operating radios, and a \$200.00 per day per bus liquidated damages shall be assessed for any vehicle which does not comply with this requirement.

8.16.9 BOCES requires that at all buses have operable digital cameras. \$250 per day per bus as liquidated damages may be assessed for any bus that violates this mandate. A violation would be defined as an entire camera system, or an individual camera head that is required for the proper viewing of an incident or situation. The Contractor is required to provide BOCES with video output with 24 hours of BOCES request. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of \$100 per 24-hour period for each day that the video submission is delayed.

8.16.10 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by BOCES, the Contractor may be assessed a \$100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of \$50 per day plus the per diem cost of the vehicle.

8.16.11 As noted in these Specifications, the Proposer and/or drivers are prohibited from changing any routes without prior approval. If such unauthorized changes are made, BOCES reserves the

right to withhold payment for any routes that are modified in an unauthorized fashion.

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

8.16.12.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to BOCES an action plan to achieve the 90% plus level by the end of the current inspection reporting period for school buses in service to BOCES. This action plan will be reviewed with District personnel or its representative(s) and must be approved by BOCES. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to BOCES of a copy of the form MC300 for each DOT inspection made of school buses in service to BOCES. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. BOCES may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows BOCES to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level during the next reporting period, BOCES reserves the right to assess liquidated damages of \$250 from the monthly payment to the Contractor for each vehicle dedicated to BOCES reported as failing under the "A" or "B" inspection criteria.

8.16.12.2 If the average DOT passing rate is between 85.0% and 87.4% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to BOCES an action plan to achieve the 90% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to BOCES. This action plan will be reviewed with District personnel or its representative(s) and must be approved by BOCES. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to BOCES of a copy of the form MC300 for each DOT inspection made of vehicles in service to BOCES. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. BOCES may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows BOCES to evaluate the immediate

benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, BOCES reserves the right to assess liquidated damages of \$400 from the monthly payment to the Contractor for each vehicle dedicated to BOCES reported as failing under the “A” or “B” inspection criteria.

The Contractor shall also be liable for any costs BOCES may incur to assist BOCES in the selection of another Contractor.

8.16.12.3 BOCES reserves the right to assess damages from the monthly payment to the Contractor equal to any costs BOCES may incur to assist BOCES in any review or monitoring of the action plan by any specialist of its choosing.

8.16.12.4 If the DOT passing rate is 84.9% or less at the terminal from which the fleet operating this Contract is located, BOCES reserves the right to assess liquidated damages of \$750 from the monthly payment to the Contractor for each vehicle dedicated to BOCES reported as failing under the “A” or “B” inspection criteria and reserves the right to terminate the Contract upon 60 days prior written notice.

BOCES reserves the right to assess liquidated damages from the monthly payment to the Contractor equal to any costs BOCES may incur to assist BOCES in the selection of another Contractor.

8.16.13 Career and Technical Education Clinical run transportation is an important element of the Orange-Ulster BOCES and the participating District's educational program(s). Therefore, it is expected that the Contractor will meet the needs of the Orange-Ulster BOCES.

In the event that transportation scheduled for Career and Technical Education Clinical runs does not arrive at the District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the District the missed/late trip damage stated below plus any expenses the students incurred due to the non-arrival or lateness.

The missed/late trip damage will be carried forward from one year to the next to determine the BOCES right of termination. Liquidated damage deductions from monthly payment will be \$200.00 for each late/missed trip plus a pro-rata cost of the vehicle. The District shall have the right to secure other transportation as deemed necessary and all costs above the contracted rate will be deducted from the monthly payment.

If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location and this requires the District to provide directions, the District shall collect damages equal to the one hour of drive time from the Contractor's monthly payment. This damage payment shall be in addition to any damages paid for being late to the Career and Technical Education destination a result of being unaware of the trip's location and/or the most efficient means of traveling to/from the location.

Damages for missed/late Career and Technical Education where the driver is unaware of the

trip location or the most efficient way to travel to/from the location shall not be held or be part of the accumulation of damages held in abeyance that are described in Section 8.16.16 of these specifications. They shall be collected from the monthly payment to the Contractor for the month the violation occurred.

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

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

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

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

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

8.17 ALTERNATES

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

8.17.1 Performance Bond

Pursuant to the requirements detailed in Section 8.4, BOCES are requesting the annual cost for providing a 100% Performance Bond for each operating contract. The annual cost for the Bond must be entered on the Forms of Proposal in the space provided as a percentage of the contract cost. BOCES will determine the annual cost based on the best projection of the actual contract(s) costs on an annual

basis. BOCES will determine whether or not to require a Bond based upon a number of factors and variables as described herein. All Proposals must include the required Bond documentation, and an annual price, to be considered for award.

APPENDIX A
PROGRAM PROFILE / ROUTE SCHEMATIC
FOR 2024-25 SCHOOL YEAR

DESTINATION SCHOOL	PARTICIPATING DISTRICTS	# Of Students	Vehicle(s)	# of Monitors	# OF NURSES
Abilities First New Windsor	Minisink CSD	2	A1	1	
59 Windsor Highway, New Windsor					
Cherry Lane Elementary School	Greenwood Lake UFSD	1	A1	1	
1 Heather Drive, Airmont					
Center For Discovery	Warwick CSD	6	1A2/1A2W/C	3	1
56 Discovery Ridge Road, Hurleyville	Greenwood Lake UFSD				
219 Lake Louise Marie Road, Rock Hill					
Ben Moshe Road, Monticello					
Cottage Lane	Monroe Woodbury CSD	2	A1	1	
120 Cottage Ln, Blauvelt					
Devereux	Minisink CSD	1	A1	1	
40 Devereux Way, Red Hook					
ELE & the ARC New Windsor	Monroe-Woodbury CSD	4	A2	1	
930 Raz Ave New Windsor	Minisink CSD				
Green Chimneys	Minisink CSD	1	A1	1	
400 Doansburg Rd. , Brewster					
Kaplan Career Academy	Minisink CSD	2	A1	2	
623 Blooming Grove Tpke, New Windsor					
Linden Hill HS	Minisink CSD	1	Car	1	
226 Linda Ave, Hawthorne					
Link Elementary	Monroe Woodbury	3	A2	1	
51 Red Hill Rd, New City					
Lumina @ Viola & Montebello	Warwick CSD	3	A2	1	
557 Route 202, Montebello	Minisink CSD				
50 Montebello Rd , Suffern	Monroe CSD				

DESTINATION SCHOOL	PARTICIPATING DISTRICTS	# OF STUDENTS	VEHICLES	# OF MONITORS	# OF NURSES
Minisink Middle School	Minisink CSD	1	Car	1	
2320 Rte. 6 , Slate Hill					
Mountainside HS	Monroe Woodbury CSD	3	A1	0	
Dickinson Ave. Nyack	Warwick CSD				
New York School for the Deaf	Monroe Woodbury CSD	1	Car	1	
555 Knollwood Rd, White Plains					
New York School for the Blind	Minisink Valley CSD	2	Car	0	1
2A Richmond Ave, Batavia					
Otisville Elementary	Greenwood Lake UFSD	2	A1	1	
2525 Mount Hope Road					
Orange Ulster BOCES	Pine Bush CSD	52	6 - A1-2 -A2 W/C	8	
53 Gibson Road, Goshen					
Orange Ulster BOCES - Arden Hill /Main St	Pine Bush CSD	19	2-A1	3	
4 Harriman Drive - Goshen NY					
Orange-Ulster BOCES – Main Street	Pine Bush CSD	6	A1	1	
227 Main Street - Goshen					
Pine Island Elementary	Pine Bush CSD	4	A1	1	
20 Schoolhouse Rd. Pine Island					
PNW BOCES Fox Meadow & Walden	Greenwood Lake UFSD	2	A1	1	
845 Fox Meadow Road Yorktown Heights	Monroe Woodbury CSD				
200 BOCES Dr Yorktown Heights					

DESTINATION SCHOOL	PARTICIPATING DISTRICTS	# OF STUDENTS	VEHICLES	# OF MONITORS	# OF NURSES
Rockland BOCES Jesse Kaplan	Warwick Valley CSD	12	2-A1/1-A2 W/C	5	
65 Parrot Road W. Nyack	Greenwood Lake UFSD				
	Minisink CSD				
Rockland BOCES Riverview High School	Minisink Valley CSD	7	2-A1	1	
131 N. Midland Ave, Nyack	Warwick Valley CSD				
	Monroe-Woodbury CSD				
South Orangetown MS	Minisink CSD	1	Car	1	
160 Van Wyck Rd Blauvelt					
St. Dominic's	Warwick CSD	1	Car	1	1
488 Western Highway, Blauvelt					
Suffern MS / HS	Monroe Woodbury CSD	3	2- A1	2	
80 Hemion Rd, Suffern	Minisink CSD				
	Warwick CSD/MW CSD				
Summit School	Minisink CSD	1	Car	0	
339 N Broadway Nyack					
Tappan Zee ES & HS	Warwick CSD	2	A1	1	
561 Rte 9W Piermont					
15 Dutch Hill Road, Orangeburg					
The Westchester School # 1	Greenwood Lake	1	Car	1	
520 Route 22 North Salem					
Westchester School #2	Minisink CSD	1	Car	1	
520 Route 22 North Salem					
West Haverstraw ES	Greenwood Lake	1	Car	1	
71 Blauvelt Ave West Haverstraw NY					
CTE - PM	Pine Bush	6	A2	1	
CTE- Mid Day Shuttle	Chester UFSD	42	2 - C	1	
	Pine Bush CSD				

	Monroe-Woodbury CSD				
	Minisink CSD				
	Warwick CSD				
Totals		196	47	47	3

**Career and Technical Education Clinical Locations
For 2024-2025 School Year**

2024-25 SCHOOL YEAR		
CTE Site	Locations	Address
Gibson Road	ShopRite	125 Dolson Ave, Middletown, 10940
Gibson Road	Goshen Automotive	21 Clowes Av, Goshen, 10924
Gibson Road	Goshen Collision	2400 NY 17, Goshen, 10924
Gibson Road	Healey Ford	2528 Route 17M, New Hampton, NY
Gibson Road	Healey Ford Truck	27 6 1/2 Station Road, Goshen, NY
Gibson Road	Middletown Nissan	4961 Route 17M, New Hampton, NY
Gibson Road	Johnson's Toyota	5021 Route 17M, New Hampton, NY
Gibson Road	Lexus of Orange County	3496 Route 6 Middletown, NY 10940
Gibson Road	Johnston's Subaru	3480 Rte 6, Middletown, 10940
Gibson Road	WS Chevy	5216 17M, New Hampton, NY
Gibson Road	Healey Mitsubishi	2528 Route 17M, Goshen, NY
Gibson Road	Banbury Farm	109 Coleman Road, Goshen, NY
Gibson Road	VCA Orange County Vet Hospital	1761 17M, Goshen, NY
Gibson Road	Legoland NY	1 Legoland Blvd, Goshen, NY
Arden Hill	Crystal Run Healthcare	95 Crystal Run Rd, 155 Crystal Run Road Middletown, NY
Arden Hill	Family Foot Care Group, LLP	390 Crystal Run Road Middletown, NY
Arden Hill	Glen Arden , Inc.	214 Harriman Dr. Goshen, NY
Arden Hill	Sapphire Nursing & Rehab.	46 Harriman Dr. Goshen, NY
Arden Hill	Dolson Town Pharmacy	1291 Dolsontown Rd. Middletown, NY
Arden Hill	Garnet Healthcare	707 E. Main St. Middletown, NY

PARTICIPATING ORANGE-ULSTER BOCES IN THE RFP

The following list represents the component districts that are eligible to participate in this RFP.

Chester Union Free School 64 Hambletonian Avenue Chester, NY 10918	Cornwall Central School 24 Idlewild Avenue Cornwall-On-Hudson, NY 12520
Florida Union Free School 51 North Main Street Florida, NY 10921	Goshen Central School 227 Main Street Goshen, NY 10924
Greenwood Lake Union Free School PO Box 8 Greenwood Lake, NY 10925	Highland Falls/Fort Montgomery School PO Box 287, Highland Falls, NY 10928
Kiryas Joel Village Union Free School 48 Bakertown Road, Suite 401 Monroe, NY 10950	Marlboro Central School 1510 Route 9W, Suite 201-202 Marlboro, NY 12542
Enlarged City School of Middletown 223 Wisner Avenue Extension Middletown, NY 10940	Minisink Valley Central School PO Box 217 Slate Hill, NY 10973
Monroe-Woodbury Central School 278 Route 32 Central Valley, NY 10917	Newburgh Central School 124 Grand Street Newburgh, NY 12550
Pine Bush Central School PO Box 700 Pine Bush, NY 12566	Port Jervis City School 9 Thompson Street Port Jervis, NY 12771
Tuxedo Union Free School 1 Tornado Drive Tuxedo, NY 10987	Valley Central School 944 State Route 17K Montgomery, NY 12549
Warwick Valley Central School PO Box 595 Warwick, NY 10990	Washingtonville Central School 52 West Main Street Washingtonville, NY 10992

**APPENDIX “B”
FLEET LIST**

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

Proposer’s Name: _____

Authorized Signature: _____

Make/Model	Year	Seating Capacity	Fuel Type

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

APPENDIX "C"

SCHOOL DISTRICT TRANSPORTATION REPORT

MONTHLY ACTIVITY REPORT
MONTH: _____, 202__

SAMPLE

# FULL OPERATING DAYS - YEAR-TO-DATE:				days
# FULL OPERATING DAYS REMAINING IN YEAR:				days
<u>HOME-TO-SCHOOL MILEAGE</u>	<u>CURRENT MONTH</u>		<u>YEAR-TO-DATE</u>	
Regular Runs				

Special Runs				
Late Runs				
Other:				
TOTALS:				
SAFETY AND TRAINING ACTIVITY:				
ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)				

OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)				
FUEL USAGE: (Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.)				

Date Prepared: ____/____/____

Prepared by: _____

Title: _____

APPENDIX “E” Evaluation Criteria

Proposals will be evaluated on a weighted system established by BOCES for each of the categories to be reviewed. BOCES reserves the right to disqualify any proposal that receives a zero (0) in any of the categories. The minimum number of points to be considered for an award is 70.

<u>Category</u>	<u>Weight</u>
I. Student transportation experience; references; management continuity	15
II. Safety programs; accident history; driver training and requirements	18
III. Fleet maintenance; vehicle features; fleet profile	15
IV. Financial and insurance resources	10
V. Infrastructure (Facilities; Software Experience; Technology)	12
VI. Proposal cost	<u>30</u>
	100

APPENDIX “F”

Form to be Used to Evaluate Proposals

BOCES reserves the right to interpret all information and determine whether all or part of the item point value is to be awarded.

*Proposal reviewers reserve the right to award negative (-) points to any category should the response or information provided be determined to be detrimental to BOCES.

No.	CATEGORIES TO WHICH POINT VALUES ARE BEING ESTABLISHED (See pages 15 – 22)	Maximum Individual Category Point Value	Overall Category MAXIMUM Point Value	Points Awarded by Reviewer
I	Student Transportation Experience; References; Management Continuity		15	
A.	No previous acceptable experience	0		
	1-5 years of acceptable experience	3		
	6+ Years of acceptable experience	5		
B.	References:			
	Demonstrated experience with comparable services	3		
	Quality of references verified by BOCES	3		
C.	Continuity of Contractor Management	2		
D.	Specific experience with Contractor in BOCES	2		
E.	Additional Contractor Staff capabilities available to BOCES	3		
II	Safety Programs; Accident History; Driver Training and Requirements		18	
A.1	Hiring criteria exceeds the State requirements	2		
A.2	Training program exceeds the State requirements	5		
A.3	History of mechanic training programs, including demonstrable support for mechanic receipt of ASE certifications	4		
A.4	Safety Organization Involvement	2		
B.	Average of the number of accidents per ten thousand miles traveled for the last three calendar years (2023, 2022, and 2021) as reported on each ARTICLE 19-A MOTOR CARRIER STATISTICAL REPORT (DS-3.3)	3		
C.	Reviews of drivers’ abstracts; retraining processes	2		
III	Fleet Maintenance; Vehicle Features; Fleet Profile		15	
A.1	Average DOT inspection history of Proposer’s terminals within BOCES and all terminals within 100 miles	5		
	If NYS experience not evident, or not within 100 miles, evaluation of comparable and demonstrable inspection histories	5		

No.	CATEGORIES TO WHICH POINT VALUES ARE BEING ESTABLISHED (See pages 15 – 22)	Maximum Individual Category Point Value	Overall Category MAXIMUM Point Value	Points Awarded by Reviewer
B.	Preventive maintenance schedule exceeds chassis manufacturer's recommendations in time and/or mileage	2		
C.	Clearly identified and monitored system is in place to ensure the vehicle defects reported by drivers are repaired in a timely and complete manner	2		
D.	Ratio of full-time dedicated mechanics (including mechanics, mechanics' helpers, and inventory storeroom help) to buses is 23:1 or less	2		
E.	The Contractor utilizes industry standard fleet maintenance software and/or tracking systems to record and track vehicle maintenance that will enable BOCES to view quickly, fully, and historically the maintenance services on vehicles in service to it.	2		
F.	ASE certified bus mechanics are used: 50% or more of the mechanics are ASE certified	2		
G.	Fleet to be provided meets and/or exceeds minimum requirements	5		
H.	Size and availability of fleet to meet changing demands, contractor has Electrification of Buses Plan	2		
IV	Financial and Insurance Resources		10	
A.	The audited or reviewed financial statements of the Proposer, its affiliated and/or related companies for the last three (3) years are found to be satisfactory and without qualifications by BOCES' independent auditor or a comparable independent and qualified person selected by BOCES.	5		
B.	There are no pending claims or lawsuits that would be material to this Contract nor any outstanding judgments or liens against the company, any affiliated companies, related companies, or principal(s) of the Proposer that could result in a financial loss to the Proposer or principal(s) of the Proposer	3		
C.	Proposer has declared bankruptcy within the past seven (7) years	-5		
D.	The Proposer, its affiliated and/or related companies, or principal(s) of the Proposer, has been denied a performance Bond within the last seven (7) years.	-5		
E.	Proposer has had one or more contracts terminated for poor performance.	-3		
F.	Exceeds Insurance Requirements	2		
V	Infrastructure Assets		12	
A.1	Proposer has existing facilities available to meet program demands/ facilities plan for growth	6		
B.1	Proposer has demonstrable experience with out-of-district student transportation routing and software	4		

No.	CATEGORIES TO WHICH POINT VALUES ARE BEING ESTABLISHED (See pages 15 – 22)	Maximum Individual Category Point Value	Overall Category MAXIMUM Point Value	Points Awarded by Reviewer
C.1	Proposer provides advanced technology to assist program	2		
VI	Cost		30	
	Lowest cost	30		
	Cost that is within two percent (2.0%) of the lowest cost	28		
	Cost that is within five percent (5.0%) of the lowest cost	27		
	Cost that is within eight percent (8.0%) of the lowest cost	25		
	Cost that is within twelve percent (12%) of the lowest cost	20		
	Cost that is within fifteen percent (15%) of the lowest cost	18		
	Cost that is within twenty percent (20%) of the lowest cost	10		
TOTAL				

ORANGE-ULSTER BOCES
THIS FORM MUST BE SIGNED, NOTARIZED, AND SUBMITTED WITH PROPOSAL
HOLD HARMLESS AGREEMENT

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

- (a) Any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract except for such injury or damage arising out of negligence or willful misconduct of the Orange-Ulster BOCES, the Orange-Ulster BOCES Board of Education, its officers, agents, servants, or employees.
- (b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any neglect, act, default, error or omission of the Contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of the Orange-Ulster BOCES, its offices, agents, servants, or employees.

The assumption of 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 legal proceedings that may be brought against the Orange-Ulster BOCES, the Orange-Ulster BOCES Board of Education, or any officer, agent, servant, or employee of the Orange-Ulster BOCES or any such claim or demand, and shall satisfy any judgment that may be rendered against the Orange-Ulster BOCES, the Orange-Ulster BOCES Board of Education, or any officer, agent, servant, or employee of the Orange-Ulster BOCES arising out of any such claim or demand. The Orange-Ulster BOCES shall have the right to choose its legal counsel for any such defense and to direct such defense.

This indemnification, defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature _____ Date _____

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

_____ (Notary Public)

Financial Information Compliance

Pursuant to Section 2.2.3.4 of the Orange-Ulster BOCES Cooperative Request for Proposal, dated March 21, 2024, the undersigned hereby acknowledges the following:

- a. Information relative to any pending lawsuits, judgments and/or liens has been provided.

☐ YES

☐ NO

If NO, the Proposer stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

- b. Information on any bankruptcy filings has been submitted.

☐ YES

☐ NO

If NO, the Proposer stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

- c. Information on any denials of Performance Bonds has been submitted.

☐ YES

☐ NO

If NO, the Proposer stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

- d. Proposer certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to Section 8.14.4.

☐ YES

☐ NO

If NO, the Proposer shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____ Print Date: _____

Print Name: _____

Print Title: _____

Print Company: _____

**STUDENT TRANSPORTATION SERVICES
FORM OF PROPOSAL
October 22nd, 2024**

Orange-Ulster BOCES
Business Office
53 Gibson Road
Goshen, NY10924

Having carefully examined the Specifications for furnishing the transportation service for the Orange-Ulster BOCES, the undersigned company certifies that it has examined and fully understands all the enclosed "General Conditions", "Specifications", and "Notice to Proposers" for the transportation service for the amounts stated below and pursuant to the terms described on the Specifications:

The above-named Proposer proposes to complete all services and work for the Orange-Ulster BOCES at the prices set forth on the enclosed pricing schedules in strict accordance with the Proposal documents and all addenda (if any) as indicated below:

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

Addendum No.: _____ Dated: _____

This Proposal will remain firm for the period of time indicated in the Proposal documents.

To provide student transportation services for BOCES, as specified:

1. Each Proposer will submit their Proposals on the pricing sheets contained with this Proposal document
2. If the Proposer is a corporation, is it incorporated in New York?

☐ Yes ☐ No

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

3. Address of Proposer's operating location(s) for this Contract

If the Proposer does not have an operating location in the BOCES region and plans to have such a location, please indicate where the facility will be located:

4. Pursuant to Specifications 8.8.2., a vehicle list of Contractor must be included on Appendix B.
5. These Specifications require the submission of additional information that will be utilized to evaluate each Proposal, and which will become the basis for the award of the Contract by the individual District. The Proposer's endorsement below signifies that the Proposer is aware of all required information and that the Proposal contained herein is a full, complete submission by the Proposer. The Proposer further understands that each District has the sole discretion to determine the best Proposal to meet the needs of the individual District.

Very truly yours,

Signature: _____

Name: _____

Title: _____

Company: _____

(NON-COLLUSIVE PROPOSAL CERTIFICATION)

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Proposal: October 22, 2024

I. GENERAL PROPOSAL CERTIFICATION

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

II. NON-COLLUSIVE PROPOSAL CERTIFICATION

By submission of this Proposal, the Proposer certifies that:

- a. Each Proposer and each person signing on behalf of any Proposer certifies, and in the case of a joint Proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
 - 1) The prices in this Proposal have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Proposer or with any competitor;
 - 2) Unless otherwise required by law, the prices which have been quoted in this Proposal have not been knowingly disclosed by the Proposer and will not knowingly be disclosed by the Proposer prior to opening, directly or indirectly, to any other Proposer or to any competitor; and
 - 3) No attempt has been made or will be made by the Proposer to induce any other person, partnership, or corporation to submit or not to submit a Proposal for the purpose of restricting competition.
- b) A Proposal shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Proposer cannot make the foregoing certification, the Proposer shall so state and shall furnish with the Proposal a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the Proposal shall not be considered for award nor shall any award be made unless BOCES determines that such disclosure was not made for the purpose of restricting competition.

The fact that a Proposer has (a) published price lists, rates or tariffs covering items being procured, (b) informed prospective customers of proposed or pending publication of new or revised price lists for such items or (c) sold the same items to other customers at the same prices being proposed, does not constitute,

without more, a disclosure within the meaning of subparagraph one (a).

Any Proposal shall be deemed to have been authorized by the Board of Directors of the Proposer, and such authorization shall be deemed to include the signing and submission of the Proposal and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title _____

ACKNOWLEDGMENT BY PROPOSER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title)

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____

Qualified in _____

Commission Expires: _____

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION

The Iran Divestment Act of 2012 (Act), is codified in State Finance Law (section 165-a) and General Municipal Law (section 103-g). The Act prohibits political subdivisions, including school districts and BOCES, from considering any person or entity engaging in investment activities in the energy sector in Iran as a responsible bidder or proposer. Attached is the link to the Prohibited Entities list on the OGS website: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder's certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to State Finance Law (section 165-a). In any case where the bidder or proposer cannot certify that they are not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made.

The Board of Education may, but is not required to, award to a bidder or proposer who cannot make the certification if:

- a. The investment activities in Iran predate the effective date of this law (April 12, 2012), have not been expended or renewed since, and the bidder or proposer has adopted, publicized, and is implementing a formal plan to cease such activities and refrain from any new investments in Iran.
- b. The Board of Education determines that the goods or services provided by the bidder or proposer are necessary to its functions, and without an exemption it would be unable to obtain the goods or services.

By submission of this bid or proposal, the bidder or proposer and each person signing on behalf of any bidder or proposer certifies, under penalty of perjury, that to the best of its knowledge and belief, that the bidder or proposer is not on the list created pursuant to State Finance Law.

Company Name of Respondent: _____

Address: _____

City/State/Zip Code: _____

Telephone Number: _____

E-Mail: _____

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
Signature

SUBSCRIBED AND SWORN to before me by the above name on this

Day of _____, 20____.

Notary Public in and for the

State of _____

**PROPOSER'S STATEMENT ON SEXUAL HARASSMENT
IN ACCORDANCE WITH NEW YORK STATE FINANCE LAW §139-I**

In accordance with State Finance Law §139-I, which generally prohibits the BOCES 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: _____, New York
_____, 20____

Name of Bidder

Signature of Authorized Official

Printed or Typed Name of Official and Title

Notary Public:

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

Notary Public in and for the

State of _____

PROPOSER STATEMENT OF ASSURANCES RE: EDUCATION LAW 2D

1. In connection with the services contemplated by this Request for Bids/Proposals, will you collect, process, manage, store or analyze student personally identifiable information (PII) or confidential teacher or principal data? Check below as appropriate:

☐ Yes

☐ No

2. If you answered “Yes” to #1, include with the bid/proposal submission a letter detailing the following:

- The specific purpose for which the student PII or confidential teacher or principal data will be used.
- How Contractor will ensure that subcontractors, or others with whom the company shares PII or confidential teacher or principal data, will abide by data protection and security requirements. Describe methods/procedures to safeguard data use by subcontractors.
- How and where Contractor will store the PII
- Identify what reasonable measures Contractor will take to ensure the confidentiality of student PII or teacher or principal data. Describe how the following, as applicable, will be implemented:
 - ☐ Password protections
 - ☐ Administrative procedures
 - ☐ Encryption
 - ☐ Firewalls
- How and when (within what time frame) the Contractor will destroy its records containing student PII or confidential teacher or principal data, once the Contractor has completed its service to the BOCES

3. If you answered “No” to #1, complete and sign the section below:

“I, the undersigned agent, certify that _____ (Proposer name), will not collect, process, manage, store or analyze student PII, or confidential teacher or principal data.

Authorized Agent:

Name: _____
(Printed)

Title: _____
(Printed)

By: _____
(Signature)

**PRICING FORM – ORANGE-ULSTER BOCES- INITIAL PROPOSAL
IN COUNTY, OUT OF COUNTY, CLINICALS AND FIELD TRIPS**

PRICING		
OUT OF COUNTY ROUTES		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D (up to 72 passengers)	3.00	
Type A2 (up to 30 passengers)	3.00	
Type A1 (up to 20 passengers)	3.00	
Type C or D Wheelchair (up to 6 w/c positions)	3.00	
Type A2 Wheelchair (up to 4 w/c)	3.00	
Type A1 Wheelchair (up to 2 w/c)	3.00	
Bus Attendant	NONE	
Cost Per Hour >8 Hours (only hours after 8)	NONE	
Car/Van/Suburban	3.00	
IN COUNTY ROUTES		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D	2.50	
Type A2	2.50	
Type A1	2.50	
Type C or D Wheelchair	2.50	
Type A2 Wheelchair	2.50	
Type A1 Wheelchair	2.50	
Bus Attendant	NONE	
Cost Per Hour >8 Hours (only hours after 8)	NONE	
Car/Van/Suburban	2.50	
CAREER TECHNICAL EDUCATION CLINICAL PROGRAMS		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D	1.00	
Type A2	1.00	
Type A1	1.00	
Type C or D Wheelchair	1.00	
Type A2 Wheelchair	1.00	
Type A1 Wheelchair	1.00	
Bus Attendant	NONE	
Cost Per Hour > 8 Hours (only hours after 8)	NONE	
Car/Van/Suburban	1.00	

FIELD TRIP RATES

Vehicle Type	Minimum Number of Hours	2025/2026 Price per Live Hour
Type C or D	1.00	
Type A2	1.00	
Type A1	1.00	
Type C or D Wheelchair	1.00	
Type A2 Wheelchair	1.00	
Type A1 Wheelchair	1.00	
Bus Attendant	1.00	
Cost Per Hour>8 hours (only hours after 8)	NONE	
Car/ Van/ Suburban	1.00	

OU BOCES reserves the right to allocate various components of this contract to different vendors. We understand that if you are awarded only a portion of the contract, you may wish to adjust your rates accordingly.

We are providing separate pricing sheets (p 81-84) for each component of the contract, allowing you to submit distinct proposals if you wish to adjust your rates.

If your rates differ, based on the specific parts of the contract awarded to you, please use the following pages to submit separate bids for each component.

If your rates remain consistent, regardless of which parts of the contract your firm is awarded, kindly complete only the initial proposal.

OUT OF COUNTY ROUTES

Pricing		
OUT OF COUNTY ROUTES		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D (up to 72 passengers)	3.00	
Type A2 (up to 30 passengers)	3.00	
Type A1 (up to 20 passengers)	3.00	
Type C or D Wheelchair (up to 6 w/c positions)	3.00	
Type A2 Wheelchair (up to 4 w/c)	3.00	
Type A1 Wheelchair (up to 2 w/c)	3.00	
Bus Attendant	NONE	
Cost Per Hour >8 Hours (only hours after 8)	NONE	
Car/Van/Suburban	3.00	

IN COUNTY ROUTES

Pricing		
IN COUNTY ROUTES		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D	2.50	
Type A2	2.50	
Type A1	2.50	
Type C or D Wheelchair	2.50	
Type A2 Wheelchair	2.50	
Type A1 Wheelchair	2.50	
Bus Attendant	NONE	
Cost Per Hour >8 Hours (only hours after 9)	NONE	
Car/Van/Suburban	2.50	

CAREER AND TECHNICAL RUNS

Pricing		
CAREER TECHNICAL EDUCATION CLINICAL PROGRAMS		
VEHICLE TYPE	MINIMUM NUMBER OF HOURS	2025/2026 PRICE PER LIVE HOUR
Type C or D	1.00	
Type A2	1.00	
Type A1	1.00	
Type C or D Wheelchair	1.00	
Type A2 Wheelchair	1.00	
Type A1 Wheelchair	1.00	
Bus Attendant	NONE	
Cost Per Hour > 8 Hours (only hours after 8)	NONE	
Car/Van/Suburban	1.00	

FIELD TRIP RATES

	Pricing	
	All Programs	
Vehicle Type	Minimum Number of Hours	2025/2026 Price per Live Hour
Type C or D	1.00	
Type A2	1.00	
Type A1	1.00	
Type C or D Wheelchair	1.00	
Type A2 Wheelchair	1.00	
Type A1 Wheelchair	1.00	
Bus Attendant	1.00	
Cost Per Hour>8 hours (only hours after 8)	NONE	
Car/ Van/ Suburban	1.00	

Orange-Ulster BOCES Cooperative Transportation Proposal
53 Gibson Road
Goshen, NY10924

Contract: Cooperative Transportation Services

Proposal Date: October 22nd, 2024

NON-PROPOSER'S RESPONSE

BOCES is interested in the reasons why prospective Proposers fail to submit Proposals. If you are **NOT** submitting a Proposal, please indicate the reason(s) below and return this form to the above address. Failure to do this may result in your firm being removed from advance notice lists of potential Proposals/Requests for Proposals compiled by the Orange-Ulster BOCES.

- ☐ Unable to submit a Proposal at this time but would like to receive information about future Proposals/Requests for Proposals.
- ☐ Contract too small/large for our firm (circle one)
- ☐ Lack of fleet to meet requirements.
- ☐ Lack of terminal to meet requirements.
- ☐ We are unable to meet Specifications. Provide detail: _____
- ☐ Insufficient time allowed for preparation and submission of Proposal.
- ☐ Other reasons: _____

You may remove our name from the Proposal submission list for:

- ☐ All Proposals/Requests for Proposals
- ☐ Remainder of this year
- ☐ This particular service
- ☐ Other:

Print Name of Officer of Company

Signature of Officer of Company

Title

Company Name

Street Address

City, State, ZIP

Date

Telephone Number

Fax Number

E-Mail Address