

SHELTER ISLAND UNION FREE SCHOOL DISTRICT

**SPECIFICATIONS AND BID PROPOSAL FORMS
FOR
STUDENT TRANSPORTATION**

**September 1, 2023 -June 30, 2024
Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028**

Bids to be opened:

AT: 11:00 AM
DATE: June 27, 2023
PLACE: Attention: Todd Gulluscio
Shelter Island Union Free School District
33 North Ferry Road
Shelter Island, New York 11964

Bidder Information

Legal Name of Bidder: _____

Company Representative Name and Title: _____

Address: _____

City _____ State _____ Zip _____

Telephone _____ Fax _____

Email _____

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

Bidder's Initials

Shelter Island Union Free School District 33
North Ferry Road
Shelter Island, New York 11964

NOTICE TO BIDDERS

The Board of Education of the Shelter Island Union Free School District hereby invites the submission of sealed bids from reputable and qualified bus transportation companies for furnishing Student Transportation in the Shelter Island Union Free School District for the period beginning **September 1, 2023 and ending June 30, 2024, including the option for Four (4), One**

(1) year renewals through June 30, 2028. Bid Proposal Forms and Bid Specifications may be obtained at the Shelter Island Union Free School District Office, 33 North Ferry Road, Shelter Island, New York 11964, at 9:00 a.m. – 3:00 p.m., Monday through **Friday beginning on Thursday, June 15, 2023.** The letter must authorize the carrier to pick up the forms and personal identification may be verified by District staff.

Any deviations from the terms and conditions set forth in the specification must be listed on a separate sheet attached to the Bidder's Proposal. In all cases not indicated by the Bidder as a deviation, it is understood that the terms and conditions set forth in the Bid specifications shall apply. Bids will be received until **11:00 a.m. on Tuesday June 27, 2023,** at the Shelter Island Union Free School District Business Office, Attention: Todd Gulluscio, 33 North Ferry Road, Shelter Island, New York 11964.

Bids will remain firm for a period of forty-five (45) days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the School District's Purchasing Office that the Bid has been withdrawn.

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

Bidder shall be required to furnish at its own expense a bid bond(s) or certified check (s) in the amount of ten (10%) percent of the bid amount for the first year price of each contract being bid, which bid bond(s)/certified check(s) must be submitted with the Bid. Proof of the ability to furnish a performance bond in the amount of one hundred (100%) percent for each year of the Contract must also be submitted with the Bid.

Dated: _____, 2023 Todd Gulluscio, Transportation Director
Shelter Island Union Free School District
33 North Ferry Road
Shelter Island, New York

Bidder's Initials

Shelter Island Union Free School District
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INSTRUCTIONS TO BIDDERS

1. These specifications are intended to provide for home to school bus services (vans) for the transportation of students in the Shelter Island Union Free School District. The Transportation Programs of the Shelter Island Union Free School District are defined and described in the Appendices annexed to these specifications. Each bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s).
2. The date and time of opening of bids will be given in the Notice to Bidders.
3. Inspect carefully all general and special provisions of this bid document.
4. Provide all information requested and complete the “Bid Certification” and the Form of Bid. Be sure to sign in all required places, and initial each page where indicated. If no bid is being submitted please so indicate by entering “No Bid” wherever a price is indicated. All spaces must be completed with either a bid amount or “no bid” designation.
5. Provide two (2) copies of completed bid when submitting a bid. Bidders are required to submit bids for each of the contracts let hereunder in separate sealed envelopes which identify the contract for which the bids is being submitted.
6. Oral, telephonic, telegraphic or electronic bids (facsimile transmission or email) will not be accepted and will not receive consideration.
7. Bidders are encouraged to thoroughly check submissions, as these documents require significant detailed information to support each bid. It is the Bidder’s responsibility to ensure that all requested information is supplied with the initial bid. The School District will reject any late submissions, and the School District is not responsible for notifying the Bidder of any missing elements of the bid.
8. All bids must be submitted on and in accordance with forms provided by the Board and included in this bound document. The bid sheets are not to be removed from the document. All bids must include, as a minimum, the required information detailed in these documents.
9. Return two (2) complete bound document without removing any sheets. All materials submitted to the School District pursuant to this bid become the property of the School District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files.

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10. Where so indicated by the makeup of the bid Form, sums shall be expressed in figures. Amounts must be clearly written or printed. The School District reserves the right to interpret figures where clarity of submission requires said action.
11. 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 bid.
12. Prices and information required, except signature of Bidder, should be typewritten or written in ink for legibility. Illegible or vague bidders may be rejected. All signatures must be written. No pencil figures will be accepted. Facsimile, printed, or typewritten signatures are not acceptable.
13. Bids must be presented in a sealed envelope addressed as follows:

Bid: Student Transportation Services Attention:
Todd Gulluscio
Business Office
Shelter Island Union Free School District
33 North Ferry Road
Shelter Island, New York 11964

14. Bidders will promptly notify the School District of any ambiguity, inconsistency or error, which it may discover upon examination of the specifications or of the local conditions.
15. No interpretation of the meaning of the specifications or other Contract document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Todd Gulluscio, Transportation Director, Shelter Island Union Free School District Office, 33 North Ferry Road, Shelter Island, New York 11964 not later than five (5) days' prior to the date fixed for the opening of bidders. Notice of any and all interpretations and any supplemental instructions will be sent to all Bidders of record by the School District or its designee in the form of an addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, or by fax with receipt acknowledged, and shall become a part of the Contract documents. All addenda will be made available for inspection in the office of the Purchasing Agent. Bidder shall acknowledge receipt of all addenda issued with its bid submission. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under its bid submitted.

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16. Bids will be received until **11:00am on June 27, 2023**, at the Shelter Island Union Free School District Office, Attention: Todd Gulluscio, 33 North Ferry Road, Shelter Island, New York 11964. All bidders will be publicly opened at the Shelter Island Union Free School District Office, 33 North Ferry Road, Shelter Island, New York 11964.
 17. A Bidder shall make no stipulations on the Bid Form nor qualify its bid in any manner. No bid will be considered which purports to qualify, limit, amend or omit any requirement of the Documents.
 18. A bid shall include the legal name of the Bidder and a statement whether the Bidder 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 Bidder 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 bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed on the signature pages of each Form of bid. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.
 19. Bidders will be required to submit a non-collusive certification which states, under penalty of perjury, that the Bidder certifies that:
 - a. The bid has been arrived at by the Bidder 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 bids; and
 - b. The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith prior to the official opening of the bid.
 - c. No attempt has been made or will be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
 20. Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this bid Specification. Upon request of the School District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided.

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21. Qualifications of Bidders: The work and services described in these bid documents include the performance of activities directly affecting the safety of the students of the School District and the public generally. Bidder is required to complete and submit with its bid the Statement of Bidder's Qualifications set forth in the Appendices. The School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s) and the Bidder shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract bid upon, the School District reserves the right to reject its bid. The School District reserves the right to investigate all references and qualifications statements made by the Bidder. Upon investigation and evaluation, the School District may choose to reject any bid where the Bidder's stated qualifications are such that the School District feels that the Bidder may not be able to perform the transportation service in a safe and an efficient manner. The Bidder is invited to provide any additional information or data that further demonstrates its experience or qualifications and/or ensures that high quality services will be provided to the School District. The following minimum requirements must be met:
- a. Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements.
 - b. Bidder must include a reference list, setting out the names of all school districts served by it with a comparable program, and shall further set out the names and telephone number of each business official or other School District liaison individual with respect to this item.
 - c. Bidder must submit a list of names and addresses of any person or entity owning ten (10%) percent or more of the company. Should any person or entity listed have ownership of another student transportation company, such information shall be disclosed. If Bidder is a publicly traded corporation, the latest annual report listing all officers shall be provided.
 - d. Bidder must include a 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. If any of these positions have not yet been filled, please list the qualifications (job description) for the position(s).

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- e. Please provide a job description for the terminal manager as well as each of the other site managers that will be directly involved in the performance of this Contract. An organizational chart is to be provided showing the relationship of the various management positions within the terminal that will provide services to the School District. Please provide an additional organizational chart showing the terminal manager's position within the Bidder'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.

- f. Bidder must be financially responsible, as demonstrated by:
 - i. A lack of pending lawsuits or substantive outstanding judgments or liens, including Federal or State tax liens;
 - ii. No denials of performance bonds within the last seven years; and
 - iii. A satisfactory credit history as evidenced by a review that may be made by the School District.

- g. Upon investigation of any references and information submitted by the Bidder, the Board of Education reserves the right to reject any bid where it is found that the Bidder's qualifications are not consistent with the information presented.

- h. Bidders will be required to provide with its bid the following financial information. Failure to provide this information may result in the Contract not being awarded to the Bidder.

- i. Upon request, professionally prepared (audited) financial statements for the last year, prepared by an independent certified public accountant. These statements must contain financial information specific to the bus company that is submitting a bid on this Contract, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. 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 of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and its operations. The purpose here is to determine whether the Bidder is clearly in a financial position to take on and operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing this Contract. If the financial statements do not supply that information then the Bidder must include other documents that will provide this

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proof. The School District may have the financial data analyzed by its independent auditor. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this Contract, the Board of Education has the right to reject the bid.

- j. Information identifying any pending lawsuits, as well as any outstanding judgments and liens in which it is involved, must be provided with the bid.
 - k. A description of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The School District reserves the right to reject any bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the bid.
 - l. A statement as to whether the Bidder, any related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond. If yes, the bidder 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 supplied with the bid.
2. Bidder must furnish, at its own expense, a bond(s) or certified check(s) in the amount of ten (10%) percent of the first year price for each contract for which a bid is submitted, to be submitted with the bid. Proof of the ability to furnish a one hundred (100%) percent performance bond must also be submitted with the bid. Bidder will be required to furnish, at its own expense, a bid bond or certified check in the amount of ten (10%) percent of the bid amount for each contract. The School District will retain said bond until (a) the Contract has been executed and performance bonds have been furnished, or (b) the specified time has elapsed so that the bid may be withdrawn, or (c) all bidders have been rejected.
3. The Bidder must submit, with its bid, proof that the Bidder can furnish a one hundred (100%) percent performance bond for the performance of the Contract(s). The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of New York. The letter must guarantee that the company will provide the one hundred (100%) percent performance bond in the event the Bidder is awarded the Contract.
4. Bidders will provide a list of the proposed site(s) to be used to house, maintain and operate the required bus fleet.
5. Upon request, the Bidder must submit insurance claim loss runs for the last year as well as the number of vehicles insured for each period. This information must include all companies that are currently or previously owned by the Bidder, either in whole or in

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- part. Insurance claim loss runs must be submitted in connection with all insurance covering the company, its employees and its equipment, whether held by the Bidder or a third party.
6. All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided, to constitute a regular bid.
 7. No charge will be allowed for Federal, State, or municipal sales and excise taxes since the School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
 8. All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder. Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the School District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having its bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS SPECIFICATION INFORMALITIES RELATING TO A SPECIFIED 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 THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE SCHOOL DISTRICT.**
 9. The submission of a bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of the bid will also mean that the Bidder is fully informed as to the rules, regulations and requirements of the State of New York and the Shelter Island Union Free School District and that the Bidder will fully comply with said rules, regulations and requirements.
 10. All materials submitted with the bids will become the property of the School District and will not be returned.
 11. The School District will endeavor to make an award within forty-five (45) days after the date of the bid opening, and all bids shall remain firm during that time period. The School District further reserves the right to make awards following this initial forty-five (45) day period to any Bidder who has not provided written notice to the School District Business Office that its bid has been withdrawn.
 12. No cash discount may be offered or quoted by any Bidder.

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13. Each bid will be received with the understanding that its acceptance, in writing, by the School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful Bidder and the School District. The Contract shall bind the successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of its bid. The successful Bidder shall be required to execute a Contract on the appropriate form furnished by the Commissioner of Education which shall contain such other further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools and the Commissioner of Education. A copy of such Contract is available for inspection at the Business Office. This Contract shall contain a default provision for all Obligations of Bidder contained in the bids, Certifications, General Conditions, Specifications, and said Contract. The successful Bidder, upon failure or refusal to execute and deliver the Contract within twenty-one days, after it has received notice of the acceptance of its bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with its bond.

14. The placing in the mail of a notice of award to a successful bidder, to the address given in the bid, will be considered sufficient notice of acceptance of Contract.

15. All Bidders are 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 bid.

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BIDDERS'S CHECK LIST

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

- Bond or Certified Check
- Resumes of Key Management Staff, Job Descriptions and Organizational Chart
- Statement of Bidder Qualifications
- Reference List or Evidence Demonstrating An Ability to Perform Required Services
- All Pages of Bid Documents Included and Initialed
- All Bids Properly Signed
- Vehicle List
- Form of Bid Completed
- Non-Collusive Certification
- Hold Harmless Agreement
- Certification Pursuant to Iran Divestment Act of 2012

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**GENERAL TERMS AND CONDITIONS OF
CONTRACT FOR TRANSPORTATION SERVICES**

All bids submitted in response to the within Request for Bids issued by the Shelter Island Union Free School District will bind Bidders and successful Bidders to the conditions and requirements set forth in these general terms and conditions of contract for transportation services and such conditions shall form an integral part of each Contract awarded by the Shelter Island Union Free School District.

DEFINITIONS

- “Addenda” - written instruments issued by the School District, or its agent, prior to the receipt of bids which modify or interpret the Documents by additions, deletions, clarifications, or corrections.
- “bid” - an offer to furnish materials, services, supplies, and/or equipment in accordance with the Notice to Bidders and the terms and conditions set forth in the within bid specifications.
- “Bidder” - any individual, company, or corporation submitting its bid, and qualified consistent with the “Bidder Qualifications” section of this document.
- “Board” - the Board of Education of the School District.
- “Contract” - an agreement duly executed by the School District and the Contractor which calls for the transportation of pupils of the School District by the Contractor in accordance with all terms, conditions, requirements and specifications in the bid, for a price to be paid by the School District.
- “Contractor” - the Bidder(s) to whom the transportation contract is awarded
- “School District” - shall mean the legal designation of Shelter Island Union Free School District.

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“Specification”

- description of services to be performed by Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such services.

SCOPE OF WORK

1. These specifications are intended to provide for student transportation services – vans services for the Shelter Island Public Schools. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) bid. In that regard, all Bidders are invited and urged to review, among other things, the trip schedules used in the 2023- 2024 school year which are on file with the School District and available upon request.

2. Each Contractor must inform itself fully as to the conditions

3. After the Contract is awarded, the Board of Education and/or administration reserves the right to add or delete buses from the number originally needed for the Contract. The amount of compensation to be paid to the Contractor for relative to the fulfillment of the Contract(s) bid. In that regard, all Contractors are invited to review, among other things, the routing schedules used in the 2023-2024 school year which are on file with the School District and available upon request. The Contractor will be responsible for furnishing transportation to all schools and locations as required by the School District.

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

5. Any work so ordered shall be determined by the applicable prices as set forth in the bid forms.

TERM OF AGREEMENT

6. The term of the Contract shall be for a one (1) year period (September 1, 2023- June 30, 2024). The parties may choose to extend any of these contracts for up to four years, consistent with the then current SED regulations. All bids should include pricing for five years on a per year basis. Any contract(s) awarded hereunder shall be contingent upon appropriation by the voters to funds sufficient to meet the School District’s operating costs, as budgeted by the Board for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the School District

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from the Federal and State sources are reduced, the School District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice, without further liability to the Contractor(s).

CONTRACTOR’S GUARANTEES

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

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INSPECTION BY SCHOOL DISTRICT

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

9. As a condition of this Contract, the Contractor agrees to allow School District Administrative personnel on any property connected with the service provided to the School District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the School District, due to inadequate service or poor performance, Dispatch or Management personnel may be supplied by the School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by school personnel.

NO STRIKES

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

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11. In the event of a strike, or any other reason causing interruption of service under this contract, the Board of Education has the right to secure other such transportation as may be necessary and charge the cost of same to the Contractor.

BOOKS AND RECORDS

12. The Contractor consents and agrees to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by Section 3625 to the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligation arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the School District.

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

- a. Article 19-A of the New York State Vehicle and Traffic Law;
- b. CDL licensing;
- c. 8 NYCRR Part 156 of the Regulations of the Commissioner of Education;
- d. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident; and
- e. Documents required to be maintained/provided pursuant to Shelter Island Board of Education Policies.

ACCIDENTS/DAMAGES TO PROPERTY

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

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15. In the case of a vehicle breakdown/accident, the driver will notify the Contractor, which, in turn, will notify the transportation office immediately. If the breakdown/accident occurs after school closing time, the Contractor is to notify the school district through the use of the calling system established.

16. In the event a driver or a monitor/attendant is accused of improper behavior, the District is to be notified immediately.

17. No person may ride the buses without the authorization of the District.

18. It shall be the responsibility of the Contractor to supply the District with all information regarding any accidents or incidents while transporting pupils, or any injury that is sustained by pupils. Such reporting shall be made by phone, followed by, a written report within 24 hours.

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

PAYMENTS TO CONTRACTOR

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

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

- a. Name of Transportation Contract
- b. Number of buses used to service the School District per trip

22. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the School District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the School District and others relating to or arising out of this work.

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23. Payments of any claim shall not preclude the School District from making claims for adjustment on any item/service found not to have been in accordance with general conditions and specifications.

24. The School District may withhold from the Contractor so much of the payment due it as may in the judgment of the School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. In addition, the School District may subtract from any payments due the Contractor all sums associated with the assessment of non-performance damages as set forth herein. The School District shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as the School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

INSURANCE AND PERFORMANCE BOND REQUIREMENTS

25. The Contractor shall obtain the following insurance policies in accordance with the terms and conditions set forth herein. As set forth above, enclosed with the bid, the Contractor must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in the bid request will be met. The insurance carrier must be licensed to do business in New York State and must be rated with a minimum of “A” in the latest edition of A.M. Best’s Insurance Guide as secured. Such insurance shall include coverage on all vehicles owned or leased by the Contractor.

- a. Required Insurance:
 - i) **Commercial General Liability Insurance:** \$1,000,000 per occurrence/
\$2,000,000 aggregate with coverage for sexual misconduct.
 - ii) **Automobile Liability:** \$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - iii) **Workers' Compensation, Employers Liability and N.Y.S. Disability:** Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A self-employed person and certain partners and

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corporate officers are excluded from the definition of “employee” pursuant to Workers’ Compensation Law Section 2(4). As such, individuals in such capacity are excluded from Workers’ Compensation Law coverage requirements. A person seeking an exemption must file a CE-200 form with the state. The form may be completed and submitted online:

http://www.wcb.ny.gov/content/ebiz/wc_db_exemptions/requestExemptionOverview.jsp

- iv) **Excess Liability Coverage:** \$10,000,000. No aggregate limit to apply to automobile liability coverage. Must be at least follow form of underlying coverage.

- b. Contractor acknowledges that failure to obtain such insurance on behalf of the School District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the School District. The Contractor is to provide the School District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

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

- d. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to effectuate the naming of the School District as an additional insured on the Contractor's commercial general liability and excess insurance policies. The policy naming the School District as an additional insured shall:
 - i) Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed to conduct business in New York State.
 - ii) State that the organization's coverage shall be primary and non-contributory coverage for the School District, its Board, employees and volunteers.
 - iii) State that the commercial general liability policy affirmatively

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- 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.
- iv) The School District shall be listed as an additional insured by using endorsement CG 2017 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using CG 20 33 10 01 or CG 20 26. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- e. The Contractor agrees to indemnify the School District for any applicable deductibles and self-insured retentions.
- f. The limits outlined above are strictly minimum amounts. The School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- g. All insurance certificates shall state that the policy will not be canceled nor coverage thereunder be reduced or limited without thirty (30) days' prior written notice to the School District. It shall further state that a similar thirty (30) days' prior written notice will be given to the School District prior to the expiration of the policy if renewal coverage is to be refused or such coverage is to be reduced on renewal. Such certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverages are excluded by endorsement or otherwise excepting such as appear in the standard printed policy itself. The School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverages and the Contractor agrees to assist in obtaining any such desired information.
- h. The Contractor shall provide the School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing required insurance coverage shall be provided to the School District no later than August 1st of each contract year. It is the Contractor's responsibility to initiate this submission and the lack of any specific request from the School District does not eliminate the mandate.

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26. The Contractor shall furnish the annual cost of providing a performance bond equal to one hundred (100%) percent of each Contract awarded to guarantee the faithful performance of such Contract(s). Such performance bond shall be maintained in full force and effect until the Contract(s) has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the School District. The surety company must have a policyholder’s rating not lower than “A-, IX” and a financial rating in the latest edition of

A.M. Best’s Insurance Guide of at least an “A++VI, A+VII, A VII, or A-IX”. The performance bond shall be furnished to the School District at least thirty (30) days before the initiation of contract service, and a renewal bond shall be provided to the School District at least thirty (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 the School District. Proof of bondability must be submitted with the bid. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to one hundred (100%) percent of the Contract Sum. Every Bond must display the Surety's Bond Number. Each Bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity. A rider including the following provisions shall be attached to each Bond:

- a. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract. Such addition, alteration, change, extension of time, or other modification of the Contract, or a forbearance on the part of either the School District or the Contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.

- b. Surety further agrees that in event of any default by the School District in the performance of the School District’s obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the School District, and the School District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage prepaid, to the School District.

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- c. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the work or part of the work is located and shall be instituted within three years after termination by the Owner of the Contractor's contract or within three years after final completion by the Contractor. In the event the Contractor files for bankruptcy, the commencement of the three year period shall not start to run until the bankruptcy proceeding is finalized or the Owner obtains relief from an automatic stay, whichever is later.

The Contractor shall deliver the required bonds to the School District prior to the commencement of services under the within agreement. The Contractor is not authorized to proceed until such bonds have been reviewed and approved. If the surety on any Bond furnished by Contractor is declared a bankrupt or becomes insolvent or its right to do business is terminated in or it ceases to meet the requirements of this Article, the Contractor shall, within ten (10) days thereafter, substitute another Performance and Payment Bond and surety, both of which must be acceptable to the School District.

INDEMNIFICATION

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

28. The Contractor shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the Contractor, except for strikes or labor unrest, and which by exercise of reasonable diligence it is unable to prevent.

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NON-PERFORMANCE DAMAGES

29. The School District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the School District's intention, nor desire, to utilize this option unless it is deemed necessary based upon the Contractor's non-performance. In view of the difficulty the School District will suffer by reason of default on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed damages for breach of this Contract and shall not be deemed a penalty:

- a. Five hundred dollars (\$500.00) may be deducted from the Contractor's subsequent payment for each instance of any of the following events:
 - i) Each time a driver operates a vehicle in service under this Contract when he/she has not received the proper training, instruction, and/or courses as specified herein within the time period.
 - ii) Each time a driver fails to provide reports and/or data required by the School District.
 - iii) Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
 - iv) Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio that is operable and can communicate with the base station effectively and efficiently.
 - v) Each time a Contractor transports an unauthorized rider on an approved School District route.
 - vi) Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
 - vii) Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of this Contract and with all applicable laws, including structural and safety provisions.
 - viii) Each time a driver is caught smoking on the bus, or school property and each time a driver is caught eating or drinking on a

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- ix) school bus when actually driving or when children are on board. Each time an accident/incident is not reported to the School District immediately.
- x) Each time the Contractor uses a driver in the performance of this Contract who has not been approved by the School District and/or does not meet the requirements of the State of New York.
- xi) Each time a driver is using a cell phone while driving.
- xii) Each time a bus does not have the proper equipment in it (ex. vest, oxygen tank holder, wheel chair tie downs or seat belts, car seats, etc.)
- xiii) Each time bus runs are doubled up without School District approval.
- xiv) Each time a bus(es) and/or replacement bus(es) are more than 15 minutes late in the morning or the afternoon for any reason whatsoever.
- xv) Each time unsafe driving is observed.
- xvi) Each time the Contractor has changed bus routes without prior approval by the School District.
- xvii) Each time a driver makes an unauthorized house stop.
- xviii) Each time the Contractor does not provide the required number and type of buses, drivers or attendants necessary for any base bid programs under the Contract
- xix) Each time the Contractor fails to provide the approved personnel (supervisors, drivers, mechanics) as required by the Contract per bus per person/ per day for each occurrence that said personnel is not supplied. In addition the School District will not pay the Contractor for the services that were not provided.
- xx) Each time the Contractor fails to carry proper identification signs pursuant to these specifications (per bus run).
- xxi) Each time a vehicle to transport the assigned students to or from their designated school within fifteen (15) minutes prior to the starting time of the designated school, except when weather conditions cause a delay.
- xxii) Each time a driver changes a designated bus stop without prior written approval of the District Administrator.
- xxiii) Each time a driver fails to wear a photo identification badge while transporting district students.
- xxiv) Each school day or portion thereof that the contractor provides the services hereunder with a vehicle that has an expired New York

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- State Department of Transportation certification motor vehicle inspection sticker, an expired New York State Department of Motor Vehicle registration or expired insurance.
- xxv) Failure to perform “dry runs” and supporting documentation, as required by the within specifications.
- b. One Hundred-Fifty Dollars (\$150.00) may be deducted from the Contractor’s subsequent payment for the following:
- i) Each time a driver uses inappropriate language.
 - ii) Each time any other provision of the Contract is violated.
- c. In addition to the non-performance damages set forth above, the following non-performance damages will be assessed by the School District:
- i) In the event a strike, picketing, work stoppages, slowdowns or other union/disruptive activity causes an interruption of services for more than twenty-four (24) hours, the School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the School District.
 - ii) The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. Therefore, the School District expects the Contractor to maintain a DOT passing rate of at least 90% in each annual reporting period. For the DOT inspections of the Contractor’s fleet, the Contractor shall submit a copy of its New York State Department of Transportation Bus Inspection System Operator Profile (for the fleet servicing for the School District) no later than 30 days from receipt but not later than October 15th, following the end of the March 31st, reporting period. If the DOT inspection rate falls below this level, the School District reserves the right to require the following actions and damages:
 - (1) If the DOT passing rate is 85% to 89.9%, the Contractor shall submit to the School District an action plan to achieve the 90%+ level by the next inspection reporting period. This

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

- (2) If the DOT passing rate is 80% to 84.9%, the Contractor shall submit to the School District an action plan to achieve the 90%+ level by the next inspection reporting period. This action plan will be reviewed with School District personnel and approved by the School District. The action plan shall be submitted within 45 days of the Contractor's receipt of the DOT report, and should address such issues as maintenance procedures, work scheduling, staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the School District of a copy of the form MC300 for each DOT inspection made. The MC300 form(s) shall be submitted within one business day following the DOT inspection. The School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection

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- passing rate does not achieve the 90%+ level during the next reporting period, the School District reserves the right to assess damages of \$1000 for each vehicle (or inspection) reported as failing under the “A” or “B” inspection criteria. The Contractor shall be liable for any costs the School District may incur to assist the School District in any review or monitoring of the action plan by any specialist of its choosing.
- (3) If the DOT passing rate is 79.9% or less, the School District reserves the right to assess a damage of \$2,500 for each vehicle (or inspection) reported as failing under the “A” or “B” inspection criteria, and reserves the right to terminate the Contract upon thirty (30) days’ prior written notice.
 - (4) The Contractor shall also be liable for any costs the School District may incur to assist the School District in any review or monitoring of the vehicle maintenance services for the remainder of the time the Contract is in force.
- iii) Certificates of Insurance and Performance Bonds must be received prior to the start of service. A \$1000.00 a day fine may be levied, in the District’s sole discretion, for late Certificates of Insurance and Performance Bonds.
- d. The School District shall have the right to terminate the Contract at the end of the current school year where the Contractor Bidder has failed to meet its obligation under the Contract, as evidenced by non-performance damages pursuant to these specifications, which equals or exceeds five thousand (\$5,000) dollars in any Contract Year. It is understood and agreed by the Contractor that the assessment of penalties set forth in these specifications above shall be in addition to the right of the School District to terminate this Contract for any of the reasons set forth in these specifications, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the School District shall also have all other the remedies to which it is entitled. The rights of the School District under this paragraph shall not impede or limit the rights of the School District pursuant all other rights the School District may have, in equity or in law and such remedies shall be in addition to, not in lieu thereof.

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TERMINATION OF AGREEMENT

30. In the event the Contractor fails to furnish service on the date of commencement of the Contract or thereafter on any given date, or defaults in meeting any obligation under the Contract, as determined by the School District, the Contractor will be notified in writing by the School District. If within three (3) days after written notification by the School District the Contractor has not taken such measures as will, in the sole opinion of the School District, insure the satisfactory progress and performance of the service and/or compliance with the requirements of the Contract, then the School District shall have the right to declare the Contractor in default and in addition, to any other legal or equitable remedies available to it, the School District, upon declaring the Contractor in default may, upon written notice to the Contractor, take the following action:

- a. Terminate the within agreement;
- b. Withhold any funds due the Contractor under this Contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the School District might have against the Contractor;
- c. Make a claim with the surety company issuing the performance bond hereunder; and/or
- d. Commence providing the services contracted for with the Contractor, either directly or through another Contractor.

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

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

32. It is hereby expressly provided that if the Contractor is adjudged a bankrupt, or makes a general assignment for the benefit of its creditors, or if a receiver is appointed on account of its insolvency, or if it defaults in the due performance of this Contract, or if it persistently disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this Contract, then the School District in any such events, by its Board of Education, by a resolution setting forth the reasons that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving said Contractor and its bonding company three (3) days' written notice, terminate the employment of the

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Contractor and take possession of said Contractor's equipment, materials, and machinery used in connection therewith, and may perform this transportation Contract by whatever method the Board of Education deems expedient; or in the alternative, the School District, by resolution of its Board of Education in any of such events, may declare a default of said Contractor and invoke performance by said Contractor's bonding company in accordance with its performance bond. In any such case the Contractor shall not be entitled to receive any further payment and the Board of Education may lawfully expend and apply any monies constituting the unpaid balance of the Contract price to either complete this transportation Contract by whatever method the Board deems best or, as the case may be, to pay over the applicable portion or the whole thereof to the Contractor's bonding company after its due performance of this transportation Contract in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said School District.

33. In any such events, if the cost to said School District to complete this transportation Contract exceeds such unpaid balance of the Contract price, the Contractor shall pay the difference to the School District, including any and all costs associated with such completion.

34. The School District, upon five (5) days' written notice and without cause, may terminate this Contract in whole or in part. If this Contract is so terminated, the School District shall only be liable for payment in accordance with the provisions of this Contract for services or supplies rendered prior to the effective date of termination, less any damages recoverable by the School District in accordance with the terms and conditions of the within bid specification.

COMPLIANCE WITH LAW AND REGULATIONS

35. Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies and rules of the School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the School District

36. The Contractor will comply with all applicable federal laws, laws of the State of New York and the requirements of 8 NYCRR Part 156 of the Regulations of the Commissioner of Education.

37. In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the School District requires any person, organization, group or

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other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including bidders) to comply fully with Title IX.

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

39. The School District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. Such action shall include, although not limited to, the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Bidder agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause. The successful Bidder shall in all solicitations and/or advertisements for employees placed by or on behalf of the Contractor state that all qualified applicants shall receive consideration for employment without regard and will take affirmative action to ensure that each individual is afforded equal opportunities without discrimination because of his/her age, race, creed, color, national origin, sexual orientation, military status, sex, disability, predisposing genetic characteristics or marital status. The successful Bidder shall cause any subcontractor engaged to perform any services required by this Contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

40. The Contractor understands and acknowledges that it and its employees are strictly prohibited from offering, giving or receiving, directly or indirectly, any rebate, percentage of contract, money or other thing of value, as gratuity, kickback or inducement to enter into this agreement or the continuation of an existing business relationship.

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41. Every person, firm or corporation is strictly prohibited from offering to make, or pay, or give any rebate, percentage of contract, money or other thing of value as an inducement or intended inducement in the procurement of business, or the giving of business to any employee of the District, elective or appointed in his/her efforts to bid for, offer for sale, or to seek to make sales to the District. If found to be in violation of this provision, the District will pursue all of its rights, both legal and equitable, and shall notify law enforcement where applicable.

SCHOOL CALENDAR

42. The school calendar furnished by the individual schools will constitute the calendar year. The Contractor must service the school calendars and time schedules of the individual schools, including daily and weekly time schedules, delayed openings, test schedules, early dismissals and revisions as directed by the District. In the event of inclement weather, impassable roads, or other conditions which might necessitate the closing of schools on the days indicated on the school calendar, the Board reserves the right to add make-up days during or after the conclusion of the projected school-year calendar. School day includes days on which students are present at school for any reason. The Contractor will not be required to provide transportation for pupils on the following days or days observed for same, unless an athletic event is scheduled:

- a. Labor Day
- b. Columbus Day
- c. Veterans Day
- d. Thanksgiving Day
- e. Friday after Thanksgiving Day
- f. Christmas Day,
- g. New Year's Day,
- h. Martin Luther King Day,
- i. Memorial Day,
- j. Saturdays, or
- k. Sundays.

MISCELLANEOUS

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

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Commissioner of Education.

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

45. The General Conditions, Specifications, Notice to Bidders, 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.

46. 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.

47. It is understood that the Contract in no way excludes the School District from using its own vehicles, or services provided by other school districts or BOCES, or other cooperatives or in any way limits the School District from using other contractors in performing similar or other services. After the Contract(s) is/are awarded, the Board of Education and/or administration reserves the right to add and/or delete buses from the number originally needed for the Contract(s). Accordingly, under no circumstance shall the School District be liable to the Contractor for damages, at law or in equity.

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

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

50. The Contractor shall comply with all federal and state laws, rules and regulations, including the New York State Commissioner of Education, the U.S. Department of Transportation, the New York State Department of Transportation, the New York State

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Department of Motor Vehicles, the County of Nassau, the Town of Hempstead and the Board of Education of the Shelter Island Union Free School District pertaining to the transportation of school children and the operation of motor vehicles. All vehicles must comply with federal and state laws, rules and regulations.

51. Any contract awarded to any contractor shall not be binding until it has been approved by the Board of Education and the Commissioner of Education.

52. In the event of any inconsistency in the within specifications, the more stringent requirement shall apply.

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TECHNICAL SPECIFICATIONS

CONTRACTOR'S RESPONSIBILITIES

1. A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.
2. A detailed description of all terminals and maintenance facilities must be submitted by the Contractor at least thirty (30) days prior to the start of service.
3. The Contractor must submit a statement prior to first date of service from the New York State Department of Transportation that the Contractor complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract and any extension thereof. This shall include the maintenance sections 720.21 and 721 of the New York State Department of Transportation Rules and Regulations.
4. Upon request, the Contractor must submit a copy of its company policies concerning driver recruitment, training, supervision and performance evaluation. In addition, the Contractor must provide a complete description of the Contractor's driver compensation package. This must include wage rate and any of the following if provided: vacation pay, guaranteed minimum daily pay and bonuses. Agreements and/or employee handbooks must also be provided. The Contractor assumes all responsibility and/or liability that may arise in connection with existing collective bargaining agreements involving the present provider(s) of the transportation services being sought through the bid process.
5. The Contractor must report to the District Transportation Office in writing any convictions for moving traffic violations by bus drivers, whether the convictions resulted from the operation of a private vehicle or a school transportation vehicle in the course of employment by the contractor. Such notice must be made within forty-eight (48) hours after the incident. The District also has the right to obtain the personal record of any bus driver involved in any misdemeanor or felony conviction.
6. There will be no charge for midday trips.

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7. Transportation on half days, during exam periods in January and June, and other days when regular daily transportation schedule is not followed, the Contractor agrees to provide the necessary and required transportation for such days as it does for each regular school day. Contractor is obligated to follow revised time schedule. The Contractor is further responsible for obtaining and following all calendars for the in and out of district private, parochial and special needs locations.

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

- a. District-wide mid-day dismissals when required.
- b. Early dismissals as per calendars provided by the School District, including during the month of September. Late activity dismissals as per published schedules.
- c. Comparable transportation from BOCES and all non-public schools covered by this Contract on days when Shelter Island Union Free School District has other than regular dismissals.
- d. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
- e. Comparable transportation for non-public schools on days when public schools are closed for any reason.
- f. Dismissal as required during January and June examination weeks in the high school.
- g. Dismissal as required during June examination week at the middle and elementary schools of the School District, as well as any and all non- public schools to which transportation is provided under the Contract.

PERSONNEL

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

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regulations.

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

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

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

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

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

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

15. A complete description of the Contractor's driver compensation package and negotiations history must be submitted. This package must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses and the like. Collective bargaining agreements and/or employee handbook must also be provided.

16. All employees hired by the Contractor to provide services pursuant to the Contract, including administrative and office personnel, must be approved for employment by the School District's Superintendent of Schools or his designee. The Contractor shall submit to the School District, no later than August 15th a list of the names and addresses of all regular and substitute drivers and attendants employed to provide the services required hereunder, and current photographs of each of these employees. Said list and photographs shall be updated by the Contractor by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place.

17. 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.

18. The Contractor must provide a dedicated private telephone line and service between the dispatch operations centers and the School District's transportation office. The Contractor is required to provide a fax machine in the terminal and provide said number to the School District. Additionally, the Contractor is required to have access to internet communications and periodically throughout school days check an email address that the Contractor will supply to the School District.

19. The Contractor shall provide a dispatcher who must be on duty at a place where he or she may properly direct operations from 6:00 A.M. to 6:30 P.M., Monday through Friday, on all days when any school serviced under the terms of this contract is in session. The District must be able to contact the dispatcher by telephone between the hours specified. **A telephone answering service or voice mail is not considered an acceptable substitute for a dispatcher any may not be utilized without the permission of the**

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District. The Contractor shall furnish the District with a list of telephone numbers where a responsible person may be reached at non-school hours for use during emergency situations.

20. All drivers must be able to read, write, understand and speak English. All driver monitors/attendants must be able to understand and speak English.

21. The Contractor shall maintain a comprehensive safety program. Upon request, the Contractor shall submit its safety program to the School District. The Contractor's safety program must comply in all respects with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers. The Contractor's safety program will include the training of staff on safety issues and monthly safety meetings. Each driver and/or attendant performing services pursuant to the Contract shall be involved in all Safety Programs that are or may be required by the laws, rules and regulations of the State of New York. Monthly safety meetings will be held for all employees of the Contractor. In compliance with Homeland Security, the Contractor will comply with Nassau County's emergency plan. An evacuation drill will be held once a year at no cost to the School District.

DRIVERS

22. School transportation vehicles must be operated at all times by capable and competent personnel. A complete list of all regular and substitute drivers is to be submitted by the Contractor no later than August 15th of each school year during the life of the Contract, together with a list of each driver's driving record, including accidents. Each proposed regular or substitute school bus driver and attendants must be twenty-one (21) years of age or older. The minimum age for Driver's Monitors and attendants shall be eighteen (18) years old.

23. Drivers, monitors and attendants are to be in compliance with all the requirements of the State of New York.

24. All costs associated with drivers, monitors and attendants maintaining such compliance are to be assumed by the Contractor.

25. All approved drivers, monitors and attendants shall start their assigned routes with the driver at the yard the route originates from or from a location acceptable to the District.

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26. Each driver employed by the Contractor shall have received at least three (3) hours of instruction on school bus safety practices before transporting students, including one (1) hour of instruction concerning the special needs of a handicapped pupil. During the first year of employment, each driver shall complete a course of instruction in school bus safety practices, which shall include instruction concerning the special needs of a handicapped pupil. All school bus drivers shall receive required refresher instruction in school bus safety at least two times a year, at sessions conducted prior to the first day of school and prior to February 1st of each year. Refresher courses for drivers of vehicles transporting handicapped pupils exclusively shall also include instruction relating to the special needs of a handicapped pupil. Contractors shall conform to any changes made by regulatory agencies pertaining to the instruction of school bus drivers. Drivers are to be in compliance with all the requirements of the State of New York. All costs associated with Drivers maintaining such compliance are to be assumed by the Contractor.

27. Prior to September 1st of each contract year, the Contractor will provide the Shelter Island Union Free School District with documentation for each driver in compliance with Article 19-A of the Vehicle and Traffic Law and Section 156.3 of the Regulations of the Commissioner of Education.

28. The Contractor shall furnish the District with a complete list of names, addresses, ages, and years of driving experience of each driver to be used in the performance of the contract. The Transportation Office of the School District shall be immediately notified of any change in driver personnel.

29. Each substitute bus driver, monitors and attendants must be approved by the District. The contractor shall provide all drivers, monitors and attendants, assigned to Shelter Island Union Free School District routes, training specific to the supervision of Handicapped children.

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

31. Documentation required for all replacement and substitute drivers, as outlined above, must also be filed with the District prior to their assignment to any contracted vehicle for student transportation.

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32. Drivers shall be required to cooperate fully in assuring that pupils shall comply with transportation standards of behavior and shall report disciplinary problems promptly to the dispatcher, who will then forward to the Transportation Office.

33. Drivers. The driver work force shall be maintained at a level large enough to support the daily operational needs, with spare drivers in sufficient numbers to handle any emergency situation and cover all trips.

34. Driver's Monitors/Attendants. Each vehicle utilized in performing services for any handicap/special needs children may have a driver monitors/attendants in addition to the driver; that Driver's Monitor/Attendant may be an employee of the Contractor or the School District at the discretion of the Board of Education. Each such employee shall be fully capable of lifting and seating pupils when required. The School District reserves the right to assign School District employees as driver monitors/attendants.

35. Each driver must be able to communicate both verbally and in writing, as necessary, in English, to execute his/her responsibilities in this regard.

36. Since the action and conduct of the bus drivers reflect upon the school system as a whole, the School District reserves the right to direct the Contractor immediately replace drivers the School District determines unsatisfactory. The School District reserves the right to interview all drivers before they are assigned. The Superintendent of Schools or his designee shall be the final authority for making determination concerning the acceptability of drivers, and the Superintendent or his designee may require the replacement of a driver at any time for any reason. The Superintendent of Schools reserves the right, in the exercise of his/her sound discretion, to reject or replace drivers without being limited to considerations of health and driving records.

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

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38. All drivers and attendants must be reviewed by the Contractor, in consultation with the School District's Transportation Supervisor no later than ninety (90) days after the commencement of employment and at least thirty (30) days after the commencement of employment.

39. The Contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than ten percent (10%) of the number of drivers required to bring children to and from school on a regular basis. These drivers cannot be used for any other purpose without the express permission of the School District.

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

41. Drivers shall comply with all other safety aspects prescribed by 8 NYCRR Part 156 of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject. All drivers and driver attendants are required to participate twice a year in New York State Education Department Mandated Training during the school year. Bus drivers will provide periodic counts at the beginning of the school year for one (1) week and in January and May as directed by the School District.

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

43. The Contractor must properly investigate the ability and character of all school bus drivers (regular and substitute) and must certify them to the Superintendent of Schools, in writing.

44. Each driver and driving monitor/attendants performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3(c)(2) of the Regulations of the Commissioner of Education, and the reports thereof shall be transmitted to the School District's Superintendent of Schools, in writing, on the forms prescribed by the Commissioner. Such physical examination shall be conducted no less than four (4) weeks'

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prior to the beginning of service in each school year. The costs of such examinations shall be paid by the Contractor. The School District reserves the right to have its doctor examine anyone providing service under this Contract. The cost of the school physician will be borne by the School District unless said examination is conducted as a result of the Contractor's failure to comply with Section 156.3(c)(2), in which case the cost will be charged to the Contractor. Anyone with blood pressure, diabetic problems or other health conditions will be examined by the school physician periodically. The physical examinations of drivers and driver monitors/attendants shall be at the Contractor's expense. All exams are to be completed as required by regulations of the Commissioner of Education and the Commissioner of Motor Vehicles. All drivers and driver monitors/attendants must also comply with any Federal drug and alcohol testing requirements, and any physical ability tests that may be mandated during the term of this Contract. The Contractor must maintain a drug-testing program for transportation employees including, but not limited to, pre-employment, post-accident, and return to duty. Documentation of examination will be forwarded to the Transportation Office of the Shelter Island Union Free School District. No driver will be permitted to operate a vehicle for Shelter Island School District until he has passed a physical examination.

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

46. On a daily basis, the Contractor shall maintain a list of routes that have been assigned to substitute drivers for at least two consecutive days and, upon request, shall provide the list to the District.

47. On a daily basis, the Contractor shall maintain a list of routes that do not have an assigned driver for at least three (3) consecutive days and, upon request, shall provide the list to the District.

48. On a daily basis, the Contractor shall maintain a list of substitute drivers that are available to be assigned to routes for the District under the General Transportation Van contract and upon request, shall provide the list to the District. The Contractor shall have no fewer than ten (10) percent of its regular drivers available as substitute drivers to service the routes under this contract. These substitute drivers shall not be individuals employed in other capacities with the contractor (mechanic, dispatcher, etc.)

49. For each regular or substitute school bus driver, the Contractor must submit an annual report of the bus driver's driving records for review and approval by the School

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District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, 8 NYCRR Part 156 of the Regulations of the Commissioner of Education. In addition, each bus driver shall be responsible for filing a daily report or DDIR form each day that includes the mechanical condition of the bus and their pre-trip verification. Each driver is responsible for the filing of student conduct reports, provided by the School District, in a timely fashion. The reports are to be submitted to the Main Office of the school, and the Transportation Department, as soon as possible after they are written. Said forms are to be kept on file by the Contractor and made available to the Superintendent or his designee as requested.

50. All drivers and driver monitors/attendants provided by the Contractor pursuant to the Contract shall be properly dressed and wear photo identification badges. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the Contractor and the School District in a positive way.

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

52. Drivers and driver monitors/attendants shall not smoke on the bus or on School District property.

53. Drivers and driver monitors/attendants shall not eat or drink while on the school bus.

54. Drivers and driver monitors/attendants shall not utilize any cellular telephone device while on the school bus.

55. Drivers are required to check that seatbelts are accessible for use by students. Unless otherwise directed by the District or prescribed by law, Drivers and monitors and attendants are not required to buckle or unbuckle the children's car seats and /or seat belt.

56. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. They shall cooperate fully in all pupil accounting systems. Children of drivers shall not be permitted to ride buses unless they are pupils assigned to the particular run.

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57. Drivers will be required to complete transportation forms regarding mileage, pupils' times between stops, and all other forms as requested by the District.

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

59. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.

60. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals row by row if needed. Buses are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are in the driver's possession at all times. Airbrakes must be pumped down completely so spring brake engages.

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

62. Each driver is expected to remain on his or her vehicle at all times when pupils are on the transportation vehicle. This clearly indicates that: **each driver will be on his or her transportation vehicle supervising the loading and unloading of pupils at all times.**

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

64. Drivers shall not disembark from the school bus when children are inside, except in case of emergency; and in such case, before leaving his/her seat the driver shall

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stop the motor, set the auxiliary brake, and remove the ignition key.

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

66. The Contractor shall not reassign drivers after the first four (4) weeks of school, except in the event of a resignation or a termination, at the School District's request, or with the School District's prior written approval. Once a driver or driver monitors/attendants is assigned to a route for the school year, said driver or driver monitors/attendants must remain assigned to said route for the remainder of said school year.

67. When car seats and safety vests are needed for specific students, they shall be provided by the Contractor at the Contractor's sole cost and expense.

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

69. All drivers and driving monitors/attendants shall attend Mandatory Sexual Harassment and Child Abuse training conducted by the Contractor and any additional training deemed necessary by the School District.

70. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus operation, special education needs, rules and regulations, and first aid. All attendants must participate in classroom training devoted to safety, proper student management techniques, special education needs, rules and regulations, and first aid. The Contractor will notify the Transportation Supervisor through a written report of said training and driver attendance. All bus drivers and attendants must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. Copies of driver and attendant training plans shall be provided to the School District's Transportation Supervisor.

71. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows and roof hatches as means of escape in case of accident. Similar drills for students shall be held under the general supervision of the

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School District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Buses will hold school bus safety drills as described in 156.3(h) and (i) of the Regulations of the Commissioner of Education at such times and locations as will be designated by School District Officials. These are to be supervised by the Building Principals or his/her designee. The first emergency drill shall be conducted during the first week of the school term. The Contractor will provide said services, including (but not limited to) all necessary equipment and staff, at no additional cost to the School District.

72. The School District reserves the right to require a change in driver or driver monitor/attendant should circumstances warrant, due to the fact that the actions and conduct of bus drivers and monitors/attendants reflect upon the School District as a whole. All drivers and attendants may be personally interviewed and approved by the School District's Transportation Supervisor prior to providing service to the School District. The Superintendent of Schools or his/her designee shall have the final authority in these matters.

73. The Contractor shall give all drivers and personnel currently performing services for the School District preference when hiring staff to service the School District's requirements.

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

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

76. When any driver of a school bus shall have been on-duty driving continuously for ten (10) hours, or at separate intervals for ten (10) hours in the aggregate, or work a total of fifteen (15) hours as a bus driver and other employment in any twenty four (24) consecutive hour period, including time for meals, she/he shall not continue to work or again go on duty without having had at least eight (8) consecutive hours off duty. The

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period of release from duty herein required shall be free from and off the school bus, and free from work of any kind with any employer, and shall be given at such places and under circumstances that rest and relaxation from the strain of the duties of employment may be obtained. Every driver of a school bus shall receive at least twenty- four (24) consecutive hours of rest in every calendar week from all employment. The provision of this paragraph shall not apply in case of accident or Act of God, or a cause not known to the Contractor or driver, or to its officers in charge of such operation at the time that such driver left the place where she/he last went off duty prior to such delay. Any change in State or Federal Law or Regulation will supersede this paragraph.

77. Each driver will be responsible for complete control of the bus. Each driver will be responsible for the pupil discipline and the pupil management of the bus and will have commensurate authority to cope with this responsibility. The driver in charge will report all incidents to the dispatcher who will then notify the School District Transportation Office. Violation of good conduct and improper behavior on the part of students shall be handled strictly according to the procedures in effect in the School District during the term of the Contract. It is of paramount importance that drivers and driver monitors/attendants maintain good order on the school buses. Drivers and/or driver monitors/attendants will be required to complete bus conduct reports and, if necessary, attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the School District's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or driver attendants shall be borne by the Contractor.

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

79. All students are to enter and leave vehicles at the curb or roadside and at no time are pupils to be transported off the public highways, except in compliance with present practice or at the direction of the School District's Transportation Supervisor.

80. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the School District's premises or buses utilized, pursuant to the Contract, by any

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employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on the buses, or on school property, by Contractor's employees prior to or during the provision of services to the School District's students. The Contractor is required to fully inform its employees of this provision. No alcoholic beverage or illegal intoxicant shall be allowed at the bus terminals. The Shelter Island Union Free School District has a "drug free zone" policy on school property.

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

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

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

84. The vehicle shall come to a **FULL STOP BEFORE CROSSING THE TRACKS OF ANY RAILROAD** and follow the procedures as outlined in State Education Department training program.

85. The Contractor's employees shall not smoke on School District premises, within buildings of the School District or within School District or Contractor-owned vehicles.

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

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

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88. After one (1) month of operation, the drivers will have learned the names of the school bus riders.

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

90. All children being transported by the Contractor are to be transported to their designated stops. Under no circumstance should a driver put a pupil off the transportation vehicle while going to or coming from school or other specified trip. In the event a student’s behavior disrupts the driving safety, the driver should complete a Bus Conduct Report and submit it to the dispatcher. Bus Conduct Reports are to be forwarded to the Transportation Office. Appropriate forms will be provided by the Transportation Office. In the event of a serious incident the bus driver, monitor or attendant shall call for emergency (911) assistance. In the event that emergency (911) assistance is requested, the Transportation Office is to be contacted immediately.

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

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

VEHICLES

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

94. All vehicles used in this contract must have safe and adequate seating accommodation for each pupil being transported.

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95. Vehicles shall not be permitted to idle while at rest, unless necessary for heating, medical or emergency circumstances.

96. Every vehicle operating under this contract will conform to State Department of Transportation and carry a First Aid Kit and Fire Extinguisher, regardless of vehicle capacity.

97. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract. Although routing demands and needs can change each year, the within specifications contain projection of the route vehicles required for the 2023-2024 school year start-up. This projection is based upon the School District's current vehicle requirements, and may change due to program demands. The Contractor(s) is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles consistent with these specifications.

98. In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have on premises at all times a ratio of spare vehicles to contract vehicles of 1 to 10 located at a location sited to insure that the spare vehicle can respond to an in-district vehicle need within thirty (30) minutes. All spare vehicles shall meet all specifications and requirements set forth in these bid specifications.

99. Contractors are required to provide with their bid, the make, model, year, fuel type and seating capacity of each vehicle to be used in fulfilling this Contract.

100. All vehicles used to service the District must be equipped with:

- a. Required mirrors and safety devise
- b. Stop Arms
- c. Seatbelt cutter
- d. Back up warning beepers or horns.
- e. Two-way radios capable of contacting the company dispatcher
- f. Seatbelts as required by law.
- g. Reflective tape and markings
- h. Other equipment as required by law.

101. The Contractor shall maintain a record that two-way radios have been checked. The Contractor shall confirm that two-way radios are operational and functioning properly on no less than a monthly basis. The Contractor shall provide this record to the

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District upon request.

102. A minimum of 10 vehicles assigned to service the District routes shall be equipped with functioning GPS technology and video camera technology. The contractor shall assume the cost to purchase, install and maintain such equipment. Upon the request of the District the contractor shall assign these vehicles to routes designated by the District and shall provide related reporting and/or files.

103. There shall be no buses used in the performance of this Contract over ten (10) years old, and the average age of the route buses must not exceed seven (7) years. Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2008 model year bus would be considered nine (9) years old for the 2023-2024 school year. The average fleet age calculation will be performed at the beginning of each school year unless the School District determines that the Contractor removed “newer” vehicles during the school year once the average age calculation was performed. Should a violation of this provision occur, the School District reserves the right to terminate the Contract pursuant to the termination procedures as detailed herein.

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

FACILITIES

105. It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this Contract. Vehicles shall be parked and stored at the Contractor's location. Each Contractor shall provide the exact location of its bus storage and maintenance facility that will be utilized to repair/maintain said vehicles. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. If the facility is not currently in the possession of the Contractor, documentation must be provided to demonstrate the availability of the location to meet the needs of this Contract. The suitability of the facility is subject to the approval of the School District, local and State codes and regulations, and the New York State Department of Transportation.

106. The facility or facilities must be located within a reasonable distance and time so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to identify the location or to provide an unreasonable location will be a basis for

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rejection of the bid by the School District. The Contractor must provide bus parking at a reasonable location. If that location is not at the repair and maintenance facility, the bid must identify the parking location. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. The School District may require bus parking, storage, maintenance and/or repair on a Facility of its choice during the Contract period.

FUEL

107. The School District is seeking bids in the alternative, with and without the Contractor supplying fuel to be used in the performance of the Contract. Option “A” requires the Contractor to assume the cost of all the fuel required for fulfillment of this contract. Option “B” allows for any increase in the best available price (before applicable taxes) to the Contractor for fuel after the date the contract is awarded to be added to the Contract price. The Contractor shall evidence to the District’s satisfaction the cost of fuel and the fuel usage to fulfill the contract. The District shall determine the fuel option for the contract.

108. The District shall reimburse the Contractor for the cost of tolls incurred in servicing routes for the District. The Contractor must provide receipts for tolls and provide documentation evidencing the lowest applicable rate that may be paid for the class of vehicle. The District shall reimburse the lowest applicable rate.

109. In the event the School District awards the bids where Option B for fuel is to be supplied, the following conditions will be applied: The School District will supply fuel for route mileage only (SED definition – Miles traveled by a bus on a highway or highways used to take the pupil passengers to and from school). All buses are to be ultra-low sulfur diesel or gas fueled. Fuel will be provided for route mileage only for at a rate of twelve (12) miles per gallon. The Contractor must provide signed receipts of delivery to the Transportation office as soon as the fuel is received. The Contractor will maintain adequate records as to the fuel used on a monthly basis and submit to the School District a monthly statement signed by an authorized representative of the company. The Board of Education reserves the right on demand to see the charts of the Contractor which shall show a total mileage traveled by buses/vehicles under this Contract and the total number of gallons used therefore.

110. The direct performance of services shall include all mileage performed for routes. The determination of route mileage shall be made by the School District consistent with the routing and bus use as defined in these specifications.

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ROUTES AND ROUTE SCHEDULING

ROUTING AND SCHEDULING

The preliminary 2023-2024 requirements for the provisions of student transportation are available for inspection at the District's Transportation Office. These schedules and trips may be modified at the sole discretion of the School District as set forth below.

111. The District may direct the Contractor to develop all routes and schedules. The number of trips scheduled during the hours specified shall be determined by the District. Upon request of the Transportation Office, the Contractor shall revise routes at any time during the year.

112. Each transportation vehicle used to transport District students must have an up-to date list of students, schedule of routes, directions and a map of the Shelter Island School District in the vehicles at all times.

113. The Contractor must furnish the District with the mileage and a student count for each route when requested, as well as other reporting that might be required from time-to-time.

114. The Board of Education reserves the right to change any and all trips, times runs are to be operated, departure points, and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the bid. No trip changes are to be made by the Contractor without the prior written permission of the School District.

115. The Board of Education also reserves the right to notify the Contractor of changes in the starting and dismissal time of a School District or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.

116. Both parties to the Contract(s) agree to cooperate in revising the routes specified therein to improve service, operating efficiencies or economy. No changes in trips may be made without prior written approval of the Assistant Superintendent for Business or his/her designee.

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117. The Contractor will be responsible for furnishing transportation to the schools and locations and to any additional School District or location as may be requested by the School District. **The School District has the exclusive right to make changes to any trips or runs, not the Contractor.**

118. If there is any question about route mileage or route timing as stated in the specification, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of bidders and consider any inconsistencies in his/her bid. No adjustments will be made in the contract price after award of the contract except as provided in these specifications.

119. The Board reserves the right to inspect any and all of the contractor's individual school routes, bus trip sheet, bus schedules, vehicles and all other records the Board may deem advisable or necessary to assure efficient operation and compliance of this contract.

120. The Contractor shall have a dispatcher or responsible company official who can be reached by the school district's transportation office, and/or parents of the children being transported, and/or the schools to which the children are being transported. This requires a person whose sole duty will be to be available at all times by telephone during the hours and days described therein.

121. Upon request by school authorities, the Contractor shall revise trips at any time during the school year.

122. All vehicles, personnel, and routing are subject to continuous supervision and approval by the Board.

123. In the event that the requirements for transportation increase or decrease at any time during the term of the contract, the successful bidder shall add or withdraw buses from service upon request of the Board.

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BASE PROGRAM PROPOSAL

The Base Program bid for the Student Transportation shall be for programs similar to the programs as detailed herein.

The Base Program Bid for the Transportation Contract shall be for a Transportation Program for the 2023-2024 school year consisting of regularly scheduled services as described herein.

CHANGES IN BASE PROGRAM – REGULAR DAILY TRANSPORTATION

Should changes in the School District operation require an increase or decrease in the number of vehicles needed to properly operate the program, the Contract(s) shall be amended to reflect the change by using the bid amount quoted on the "Form of Proposal".

The School District must be notified within ten (10) days of any changes in operating requirements that will result in a change in Contract compensation. The Contractor's failure to notify the School District of such changes within five (5) days will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

The School District is requesting bids for one (1) year. A determination on the contract term awarded will be based upon an analysis of the bids submitted. The Contract(s) may be renewed for future years based upon the then applicable State regulations.

Contractors will submit, on the Form of Proposals, their prices for operating the student transportation program of the Shelter Island Union Free School District for student transportation for buses. The School District reserves the right to reject any Bid that is not completed as to any year or category.

The Contract(s) will be awarded based upon a review by the School District of all elements of the Bid submitted, consistent with the Terms and Conditions of these Bid documents. The School District reserves the right to award one or more of the Contracts consistent with these Bid documents.

For home-to-school transportation, the pricing system used in this Contract is based upon a cost per vehicle per hour. The daily usage shall be determined based upon the scheduled run length as determined by the School District where the bus is in direct service to the School District. The daily usage shall be based upon "live" run times which is defined throughout this specification as from the point of departure from the (a) the Contractor's terminal or (b) the District's boundaries, to the point of return to (a) the Contractor's terminal or (b) the District's

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boundaries, whichever results in the shortest distance.

During the term of the Contract, the School District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices as shown on the Form of Proposal. The determination as to length of the per vehicle per hour calculation for billing purposes shall be made by the Transportation Coordinator based upon a computerized or actual route time evaluation.

In addition, the School District is requesting a rate per bus and a rate per hour for the Contractor to supply the necessary trained driver monitors/attendants as mandated by the School District. The attendants will be paid for the time that they actually work, as determined by the run times calculated by the School District where the bus attendant services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. However, in the event a driver attendant is designated to one or more trips as part of an AM or PM “package”, the Contractor will be paid for the entire AM and/or PM package consistent with the length of day payment for the bus, less the pre-trip time assigned to the bus payment time.

For billing purposes, any run times that are in excess of ten hours will be billed at the excess hourly rate as shown in the Form of Proposal. This excess hourly rate is also based upon route times, and shall be billed in 15-minute intervals, rounded to the nearest quarter-hour. Support for any “excess billing” shall be supplied to the School District as requested, and included in the monthly invoice. Given the dynamic nature of transportation, as route changes occur, the payment basis for the run may increase or decrease. Contractor’s billing must reflect these changes, and all such changes must be approved by the School District.

After the contract period, the Contract(s) may be extended at a rate to be determined each year by the School District and the Contractor, but it is not to exceed the previous year’s contract price plus the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract. In the event the contract is proposed to be extended for multiple years, **voter approval will be required for multi-year contracts. In the event that the multi-year Contract is not approved, the Bid submitted for the base year program may be awarded by the School District as a one-year Contract.** In the event that a one-year Contract is awarded, the School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the Consumer Price Index (CPI) as approved annually by the State Education Department.

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BID TITLE: PUPIL TRANSPORTATION SERVICES

APPENDICES

- A. PROGRAM DESCRIPTION
- B. VEHICLE LIST
- C. CONTRACTORS MONTHLY REPORT
- D. DISTRICT POLICIES
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APPENDIX A

**PROGRAM DESCRIPTIONS FOR
INFORMATIONAL PURPOSES**

BASE BID 1

ROUTE NO. 1

**Regular Home to School/School to Home Transportation
(65/66 Passenger Bus)**

**Specifications for transportation of
Shelter Island Students to and from Shelter Island School.**

Duration of the transportation needed will be from the first day of school in 2023 through the last day of school in 2024.

Approximate Number of Students Transported One Way: 15 students

Approximate Number of Eligible Riders: 58 students

Approximate Number of Bus Stops: 14

Approximate Daily Mileage: 24 miles

Arrival Time: 8:00 am

Dismissal 2:30 pm

Bid price to include approximately five (5) days where some students will be dismissed early and some will be dismissed at the normal time and two (2) days where all students will be dismissed early.

The arrival/dismissal times are subject to change on an annual basis. The route

is subject to change.

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ROUTE NO. 2

Shelter Island School to private school/ private school to Shelter Island School

Specifications for out-of-district transportation from the Shelter Island School to Hayground School, Upper Ross School and Lower Ross School.

(Please note: Hayground School dismisses early on Fridays only at 12:30 PM)

Duration of the transportation needed will be from the first day of school in 2023 through the last day of school in 2024.

Approximate Number of Students: 15 students

Approximate Number of Eligible Riders: 33 students

Approximate Number of Bus Stops: 3

Approximate Daily Mileage: 40 miles

Arrival Times: Upper

Ross School: Lower 7:45 AM

Ross School: 8:00 AM

Hayground School: 8:30 AM

Dismissal Times:

Upper Ross School: 4:05 PM

Lower Ross School: 3:00 PM

Hayground School: 3:00 PM

Hayground School – Fridays only: 12:30 PM

The arrival/dismissal times are subject to change on an annual basis. The route is subject to change.

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PROGRAM DESCRIPTIONS FOR
INFORMATIONAL PURPOSES
(continued)

Base Bid 3

Athletic Transportation

Route 3

Athletic transportation on a per hour basis

Specifications for transportation of Shelter Island Students to and from sports games

Duration of the transportation needed will be from first day of school in 2023 through the last day of school in 2024.

Fall Sports: Cross Country, Golf, Soccer, and Volleyball. From mid-August to early November. Locations ranging from various locations on the North and South Fork with weekly runs to points in Central and Western Suffolk County.

Approximate Number of Students per game: 10-18 students
Approximate Number of Events per fall season: 50

Winter Sports: Volleyball, Winter Track and Basketball. From early December until late March. Locations ranging from various locations on the North and South Fork with weekly runs to points in Central and Western Suffolk County.

Approximate Number of Students per game: 10-18 students
Approximate Number of Events per fall season: 50

Spring Sports: Baseball, Track, and Softball. From late March to late May. Locations ranging from various locations on the North and South Fork..

Approximate Number of Students per game: 10-18 students
Approximate Number of Events per fall season: 40

The arrival/dismissal times are subject to change on an annual basis. The route is subject to change.

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INFORMATIONAL PURPOSES
(continued)

Appendix A – Program Descriptions for Informational Purposes

Bidder's Initials

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INFORMATIONAL PURPOSES
(continued)

Base Bid 4

Route 4

BOCES Transportation

Shelter Island Students to BOCES HB Ward in Riverhead/ HB Ward to Shelter Island School

Specifications for transportation Shelter Island Students to and from BOCES HB Ward

Up to six (6) students will need to be picked up at 10:30 am from the Shelter Island School, and transported to BOCES HB Ward in Riverhead.

Up to six (6) students will need to be picked up at 3:00 pm from BOCES HB Ward in Riverhead and transported to Shelter Island School.

The arrival/dismissal times are subject to change on an annual basis. The route is subject to change.

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Route 4A

**Shelter Island Students to Greenport High School/Greenport High School to
Shelter Island School**

**Specifications for transportation Shelter Island Students to and from Greenport
High School**

Duration of the transportation needed will be from the first day of school in 2023 and through the last day of school in 2024.

Up to six (6) students will need to be picked up at 10:30 am from the Shelter Island School, and transported to Greenport High School.

Up to six (6) students will need to be picked up at 3:00 pm from Greenport High School and transported to Shelter Island School.

The arrival/dismissal times are subject to change on an annual basis. The route is subject to change.

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Route 5

**Shelter Island Students to Cutchogue East School/Cutchogue East School to
Shelter Island School**

**Specifications for transportation Shelter Island Students to and from Cutchogue
East School**

Duration of the transportation needed will be from the first day of school in 2023 through the last day of school in 2024.

Up to two (2) students will need to be picked up at their homes and transported to Cutchogue East School. The students need to arrive at Cutchogue East by 8:40 AM

Up to two students will need to be picked up at Cutchogue East School at 2:45 PM and transported to Shelter Island

The arrival/dismissal times are subject to change on an annual basis. The route is subject to change.

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Shelter Island Union Free School

**APPENDIX B
VEHICLE LIST**

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

Bidder's Name: _____

Authorized Signature: _____

Make/Model	Year	Seating Capacity	Fuel Type

Bidder's Initials

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Shelter Island Union Free School

**APPENDIX C
CONTRACTORS MONTHLY REPORT**

SUGGESTED INFORMATION ONLY – SUCCESSFUL CONTRACTOR AND DISTRICT SUPERINTENDENT OF SCHOOLS SHALL FINALIZE FORMAT AND INFORMATION ON THIS REPORT.

Date of Report: _____
MONTH: _____ **YEAR:** _____

Full operating Days for month _____

1. Accident Information

Please describe any incidents including driver, bus number, cost and circumstances of incident
(LIST EACH INCIDENT SEPARATELY):

2. Safety and Training Activity

Please describe each activity including day, date, time, place and reason for activity
(LIST EACH ACTIVITY SEPARATELY):

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3. Operating Changes (New Routes, Policies, Procedures, etc.)
(LIST EACH CHANGE SEPARATELY):

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APPENDIX D
SCHOOL DISTRICT POLICIES

Appendix D– School District Policies

Bidder's Initials

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APPENDIX E
HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the bidder agrees to hold harmless and indemnify the Shelter Island Union Free School District, Shelter Island Union Free School District Board of Education or any officer, agent, servant or employee of the Shelter Island Union Free School District from any lawsuit, action, proceeding, liability, judgment, claim or demand which may arise out of any injury to person or property sustained by the bidder, its agents, servants or employees or by any person, firm or corporation employed directly or indirectly by them upon or in connection with their performance under the contract, however caused, including but not limited to the School District's exercise of its right to reject and/or request the replacement of bus drivers and/or driver assistants (matrons/monitors) supplied by the bidder; any injury to person or property sustained by any person, firm or corporation caused by any act, default, error or omission of the contractor, its agents, 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.

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 such legal proceedings that may be brought against the Shelter Island Union Free School District, Shelter Island Union Free School District Board of Education, or any officer, agent, servant or employee of the Shelter Island Union Free School District on any claim or demand, including but not limited to claims in connection with the exercise of the School District's exercise of its right to reject and/or request the replacement of bus drivers and/or driver assistants (matrons/monitors) supplied by the bidder, and shall satisfy any judgment that may be rendered against the Shelter Island Union Free School District, Shelter Island Union Free School District Board of Education or any officer, agent, servant or employee of the Shelter Island Union Free School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand of whatever name or nature

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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 _____, 2023

Notary Public

Shelter Island Union Free School District
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APPENDIX F
NON-COLLUSIVE FORM
BID PROPOSAL CERTIFICATIONS

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

The following statement is made pursuant to Section 103-D of the General Municipal Law, as amended by Chapter 675 of the Laws of 1966, and Section 139-D of the State Finance Law, as amended by Chapter 675 of the Laws of 1966, and Section 2604 of the Public Authorities Law, as amended by Chapter 675 of the Laws of 1966.

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

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

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Non-collusive bidding certification.

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

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

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

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

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

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

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Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certifications referred to in subdivision II of this section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing, and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of corporation.

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

Signature of Bidder: _____
(Signature of bidder or authorized representative of a corporation)

Title: _____

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

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FORMS OF PROPOSAL

Shelter Island Union Free School District
Student Transportation Services

September 1, 2023 – June 30, 2024
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FORM OF PROPOSAL – 1A

REGULAR HOME TO SCHOOL/SCHOOL TO HOME TRANSPORTATION BID

Board of Education
Shelter Island Union Free School District
Shelter Island Elementary and High School
Shelter Island, New York 11964

Name of Bidder:

Business Address:

Telephone Number:

Date of Bid:

The bidder mentioned above hereby declares and certifies:

That said Bidder has carefully examined the written specifications for furnishing the transportation services for the Shelter Island Union Free School District, Shelter Island, New York, and that said Bidder has examined and fully comprehends all of the General Conditions, Specifications, Notice to Bidders and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the bid documents:

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

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

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Third: That no member of the Board of Education of the Shelter Island Union Free School District, Shelter Island, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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Student Transportation Services

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FORM OF PROPOSAL – 1A (continued)

Route No. 1

SPECIFICATIONS FOR TRANSPORTATION OF SHELTER ISLAND STUDENTS FROM HOME TO SCHOOL AND SCHOOL TO HOME.

Transportation Requirements: 65/66 Passenger Bus

\$ _____
TOTAL AMOUNT OF BID PER YEAR

**Grand Total for the Annual Cost for
Home to School and School to Home Transportation**

\$ _____
TOTAL AMOUNT OF BID PER YEAR

UNIT PRICES - Please provide Unit Prices for the following services, equipment and/or materials. Unit Prices will be used as a basis for compensation increases or decreases in specified items of services, equipment and/or materials, if requested by the School District during the Contract period. Unit prices will not be used as a basis for award of the Contract.

Cost per day for a 65-66 Passenger Bus	\$ _____
---	----------

The Undersigned Bidder certifies that all documents comprising this Bid, _____ for Pupil Transportation Services, have been examined and fully understood. It is further certified that the prices submitted on the Forms of Proposal, for each is true and accurate.

Bidder Signature

Sworn to me
this _____ day of _____, 2023

Notary Public

Bidder's Initials

Shelter Island Union Free School District
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FORMS OF PROPOSAL

**OUT-OF DISTRICT
TRANSPORTATION BID**

FORM OF PROPOSAL – 2

Board of Education
Shelter Island Union Free School District
Shelter Island Elementary and High School
Shelter Island, New York 11964

Name of Bidder: _____

Business Address: _____

Telephone Number: _____

Date of Bid: _____

The bidder mentioned above hereby declares and certifies:

That said Bidder has carefully examined the written specifications for furnishing the transportation services for the Shelter Island Union Free School District, Shelter Island, New York, and that said Bidder has examined and fully comprehends all of the General Conditions, Specifications, Notice to Bidders and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the bid documents:

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

Second: That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the

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same purpose, and is in all respects fair and without collusion or fraud.

Third: That no member of the Board of Education of the Shelter Island Union Free School District, Shelter Island, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

Shelter Island Union Free School District
Student Transportation Services

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ROUTE 2

SPECIFICATIONS FOR OUT-OF-DISTRICT TRANSPORTATION FROM THE SHELTER ISLAND SCHOOL DISTRICT TO AND FROM THE HAYGROUND SCHOOL, AND THE ROSS SCHOOL (TWO CAMPUSES) (EARLY DISMISSAL ON FRIDAY FROM HAYGROUND SCHOOL)

\$ _____
TOTAL AMOUNT OF BID PER YEAR

Shelter Island Union Free School District
Student Transportation Services

September 1, 2023 – June 30, 2024
Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

-The School District reserves the right to award each route separately or together-

UNIT PRICES - Please provide Unit Prices for the following services, equipment and/or materials. Unit Prices will be used as a basis for compensation increases or decreases in specified items of services, equipment and/or materials, if requested by the School District during the Contract period. Unit prices will not be used as a basis for award of the Contract.

Cost per day for a 65-66 Passenger Bus	\$
---	----

The Undersigned Bidder certifies that all documents comprising this Bid, _____ for Pupil Transportation Services, have been examined and fully understood. It is further certified that the prices submitted on the Forms of Proposal, for each is true and accurate.

Bidder Signature

Sworn to me
this _____ day of _____, 2023

Notary Public

Bidder's Initials

Shelter Island Union Free School District
Student Transportation Services

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Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

Shelter Island Union Free School District
Student Transportation Services

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FORMS OF PROPOSAL

**SPORTS/ATHLETIC
TRANSPORTATION BID**

FORM OF PROPOSAL – 3

Board of Education
Shelter Island Union Free School District
Shelter Island Elementary and High School
Shelter Island, New York 11964

Name of Bidder: _____

Business Address: _____

Telephone Number: _____

Date of Bid: _____

The bidder mentioned above hereby declares and certifies:

That said Bidder has carefully examined the written specifications for furnishing the transportation services for the Shelter Island Union Free School District, Shelter Island, New York, and that said Bidder has examined and fully comprehends all of the General Conditions, Specifications, Notice to Bidders and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the bid documents:

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

Second: That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the

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Student Transportation Services

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same purpose, and is in all respects fair and without collusion or fraud.

Third: That no member of the Board of Education of the Shelter Island Union Free School District, Shelter Island, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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Student Transportation Services

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Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

BASE BID 3

SPECIFICATIONS FOR TRANSPORTATION OF SHELTER ISLAND STUDENTS TO AND FROM SPORTS PRACTICES AND GAMES.

*** * * BID QUOTE ON A PER HOUR BASIS * * ***

\$ TOTAL AMOUNT PER HOUR FOR 65-66 PASSENGER BUS

\$ TOTAL AMOUNT PER HOUR FOR 15-18 PASSENGER VAN

The Undersigned Bidder certifies that all documents comprising this Bid, _____ for Pupil Transportation Services, have been examined and fully understood. It is further certified that the prices submitted on the Forms of Proposal, for each is true and accurate.

Bidder Signature

Sworn to me
this _____ day of _____, 2023

Notary Public

Bidder's Initials

Shelter Island Union Free School District
Student Transportation Services

September 1, 2023 – June 30, 2024
Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

FORMS OF PROPOSAL

BOCES
TRANSPORTATION BID

FORM OF PROPOSAL – 4

Board of Education
Shelter Island Union Free School District
Shelter Island Elementary and High School
Shelter Island, New York 11964

Name of Bidder: _____

Business Address: _____

Telephone Number: _____

Date of Bid: _____

The bidder mentioned above hereby declares and certifies:

That said Bidder has carefully examined the written specifications for furnishing the transportation services for the Shelter Island Union Free School District, Shelter Island, New York, and that said Bidder has examined and fully comprehends all of the General Conditions, Specifications, Notice to Bidders and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the bid documents:

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

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

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Third: That no member of the Board of Education of the Shelter Island Union Free School District, Shelter Island, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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BASE BID 4

SPECIFICATIONS FOR TRANSPORTATION OF SHELTER ISLAND STUDENTS TO AND FROM BOCES HB WARD.

\$ _____
TOTAL AMOUNT OF BID PER YEAR

UNIT PRICES - Please provide Unit Prices for the following services, equipment and/or materials. Unit Prices will be used as a basis for compensation increases or decreases in specified items of services, equipment and/or materials, if requested by the School District during the Contract period. Unit prices will not be used as a basis for award of the Contract.

Cost per day for 6 Passenger Van	\$
Cost per day for bus monitor (matron)	\$

The Undersigned Bidder certifies that all documents comprising this Bid, B 06-5540 for Pupil Transportation Services, have been examined and fully understood. It is further certified that the prices submitted on the Forms of Proposal, for each is true and accurate.

Bidder Signature

Sworn to me
this _____ day of _____, 2023

Notary Public

Bidder's Initials

Shelter Island Union Free School District
Student Transportation Services

September 1, 2023 – June 30, 2024
Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

FORMS OF PROPOSAL

**OUT-OF DISTRICT
TRANSPORTATION BID**

FORM OF PROPOSAL – 5

Board of Education
Shelter Island Union Free School District Shelter
Island Elementary and High School Shelter Island,
New York 11964

Name of Bidder: _____

Business Address: _____

Telephone Number: _____

Date of Bid: _____

The bidder mentioned above hereby declares and certifies:

That said Bidder has carefully examined the written specifications for furnishing the transportation services for the Shelter Island Union Free School District, Shelter Island, New York, and that said Bidder has examined and fully comprehends all of the General Conditions, Specifications, Notice to Bidders and any and all documents incorporated or otherwise referenced therein for the transportation service for the amounts stated below pursuant to the terms and conditions described in the bid documents:

FORM OF PROPOSAL – 5 (continued)

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

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

Third: That no member of the Board of Education of the Shelter Island Union Free School District, Shelter Island, New York, nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this bid or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.

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

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

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

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

Addendum No. _____ Dated: _____

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

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Student Transportation Services

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ROUTE 4A

SPECIFICATIONS FOR OUT-OF-DISTRICT TRANSPORTATION OF SHELTER ISLAND SCHOOL DISTRICT TO AND FROM THE GREENPORT HIGH SCHOOL

\$ _____
TOTAL AMOUNT OF BID PER YEAR

ROUTE 5

SPECIFICATIONS FOR OUT-OF-DISTRICT TRANSPORTATION OF SHELTER ISLAND SCHOOL DISTRICT TO AND FROM CUTCHOGUE EAST SCHOOL

\$ _____
TOTAL AMOUNT OF BID PER YEAR

-The School District reserves the right to award each route separately or together-

The Undersigned Bidder certifies that all documents comprising this Bid, _____ for Pupil Transportation Services, have been examined and fully understood. It is further certified that the prices submitted on the Forms of Proposal, for each is true and accurate.

Bidder Signature

Sworn to me
this _____ day of _____, 2023

Notary Public

Shelter Island Union Free School District
Student Transportation Services

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Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028**

BIDDER INFORMATION/REFERENCES

****THIS FORM MUST BE SUBMITTED WITH EACH BID****

The following information must be completed and shall be considered to be an integral part of the bid:

-- If the Bidder is a Corporation, is it incorporated in the State of New York?

_____Yes _____No

-- If the Bidder is not incorporated, is it authorized to do business in the State of New York?

_____Yes _____No

References: The Bidder has provided transportation services to the following school districts within the last three (3) years: (Please type or print)

District: _____

Contact Person: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Dates of Contract(s): _____

District: _____

Contact Person: _____

Address: _____

Telephone No.: _____ Fax No.: _____

Dates of Contract(s): _____

District: _____

Contact Person: _____

Shelter Island Union Free School District
Student Transportation Services

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Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028

Address: _____

Telephone No.: _____ Fax No.: _____

Dates of Contract(s): _____

Please attach additional sheets, if necessary. Please label each attachment “References- Pupil Transportation Services”.

Location of Bidder’s approved maintenance facility: _____

Bidder must submit the last three (3) years of audited financial statements, proof of the ability to obtain a 100% performance bond, the vehicle list, and any/all other proposals, documents and/or addenda as required by the bid document.

Please print name: _____

Title: _____

Contractor Company Name: _____ (please print)

Address: _____

Telephone: _____ Fax No.: _____

Bidder Signature

Sworn to me before me this
_____ day of _____, 2023

Notary Public

Bidder’s Initials

Shelter Island Union Free School District
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CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

SIGNED

SWORN to before me this

_____ day of _____

20____

Notary Public: _____

Shelter Island Union Free School District
Student Transportation Services

**September 1, 2023 – June 30, 2024
Plus Option for Four (4), One (1) Year Renewals Through June 30, 2028**

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

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

Name of the Bidder: _____

Address of Bidder: _____

Has bidder been involved in investment activities in Iran? _____

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

If so, when did the first investment activity occur? _____

Have the investment activities ended? _____

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

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

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

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

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

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

SIGNED

SWORN to before me this _____ day of _____

20____

Notary Public: _____

IRAN DIVESTMENT FORMS

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Bidder's Initials