

**HEWLETT-WOODMERE PUBLIC SCHOOLS
TRANSPORTATION OFFICE
ONE JOHNSON PLACE
WOODMERE, NY 11598**

Phone: (516) 792-4814 Fax: (516) 792-4486

To: Bus Companies

From: Joseph DiBartolo, Interim Business Administrator

Subject: Bid Opening: April 28, 2026 @ 10:00 AM

Attached please find a bid packet for transportation for the Hewlett-Woodmere Union Public Schools.

Included please find:

1. Legal Notice to Bidders
2. Bid Specifications
3. Bid Forms
4. Non-Collusive Bidding Certification
5. Certification: Iran Divestment Act
6. Certification of Sexual Harassment Prevention in the Workplace

When submitting your bid quotation, please address it as follows:

**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
Attn: Mr. Joseph DiBartolo
Business Office
One Johnson Place – Room 308
Woodmere, NY 11598

BID: Transportation Bid**

In you have any questions, please call (516) 792-4809

**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
1 JOHNSON PLACE
WOODMERE, NEW YORK 11598-1312**

LEGAL NOTICE TO BIDDERS

The Board of Education of the Hewlett-Woodmere Union Free School District, Woodmere, New York 11598-1312 hereby invites the submission of sealed bids for:

**GENERAL SCHOOL BUS TRANSPORTATION FOR SUMMER 2026 and
SCHOOL YEAR 2026-2027**

Bids will be received up to 10:00 A.M. Tuesday, April 28, 2026

Mailing envelope and bid envelope must be addressed to:

Hewlett-Woodmere Union Free School District
Attn: Business Office / Joseph DiBartolo
1 Johnson Place, Room 308
Woodmere, New York 11598

Specifications and bid forms may be obtained at the above address during school hours, or by visiting the Hewlett-Woodmere Public Schools website under the Bids section:

<https://www.hewlett-woodmere.net/district/business-office/purchasing>

The Board of Education reserves the right to reject all bids and re-advertise. 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remain firm unless the Bidder provides written notice to the School District's Purchasing Office that the Bid has been withdrawn.

Debra Sheinin, President
Board of Education

TO BE PUBLISHED: Tuesday, April 7, 2026, in Newsday

**HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
1 JOHNSON PLACE
WOODMERE, NEW YORK 11598**

**SUMMER 2026 / SCHOOL YEAR 2026-2027
SPECIFICATIONS FOR
GENERAL BUS TRANSPORTATION**

SECTION A

GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

A-1 The Board of Education invites the submission of sealed bids from reputable and qualified bus transportation companies for transportation services on the school days covered by this contract will be those days between July 1st and June 30th of each year upon which school is in session for pupils. Notwithstanding the foregoing, the contractor will not be required to provide transportation for pupils on the following days:

LABOR DAY	NEW YEAR'S DAY
COLUMBUS DAY	MARTIN LUTHER KING DAY
VETERANS DAY	PRESIDENTS DAY
THANKSGIVING DAY	GOOD FRIDAY
FRIDAY AFTER THANKSGIVING DAY	MEMORIAL DAY
CHRISTMAS DAY	JUNETEENTH
	SATURDAY OR SUNDAY

**Transportation will not be provided for the above-listed holidays on the federally observed day.*

A-2 The Board of Education reserves the right to award the contract for pupil transportation for a period of one (1) year.

The District reserves the right to allow all municipal, not-for-profit and political subdivisions to procure services under contract awards. However, it is understood that the extension of such contracts are at the discretion of the contractor and the contractor is only bound to the District.

A-3 In the performance of the contract, the contractor will be obliged to comply with all laws and the rules and regulations of all governmental agencies, including the New York State Commissioner of Education, the Department of Transportation, the New York State Department of Motor Vehicles, and the Board of Education of the Hewlett-Woodmere Union Free School District, Town of Hempstead, Woodmere, New York 11598 which pertain to the transportation of school children. All vehicles must comply with standards established by the New York state regulatory agencies mentioned above.

SECTION A

GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

A-4 Proposals must be submitted on the forms attached hereto, in sealed envelopes bearing on the outside the name and address of the bidder. Proposals which are incomplete, conditional, or obscure may be rejected as not meeting bid specifications.

A-5 In accordance with the requirements of General Municipal Law §103-g, the bidder is required to include with its bid either (1) the "Certification of Compliance with the Iran Divestment Act" or, in the case where the bidder is unable to make such certification, (2) the form titled "Declaration of Bidder's Inability to Provide Certification of Compliance with the Iran Divestment Act."

A-6 The District has used the best information available in estimating the transportation needs for the Summer 2026 and the 2026 - 2027 school year. The bid award shall be determined by the lowest aggregate cost per contract selected by the Board of Education based on the estimated needs of the District as indicated to bidders.

A-7 Upon request, the bidder shall make available to the School District detailed operating statements and balance sheets for the past three years, if in business those years.

A-8 The bidder, if a corporation, shall submit the names and titles of its corporate officers, and a list of stockholders holding more than 25% of the stock; if a partnership, like information concerning the partners. The bidder shall furnish its business address.

A-9 Upon request, the bidder shall make available to the District a list of school districts for which the contractor has had school bus transportation contracts for the past three years, if in business for those years.

A-10 Each bid must be accompanied by a bid deposit on the amount of five percent (5%) of the amount of the bid, a guarantee that in case the contract is awarded to the bidder, the bidder shall thereafter execute the contract. This deposit must be in the form of a certified check of an authorized bank in the State of New York, or a bid bond with a legitimate bonding company doing business in the State of New York. This bid security will be held by the Board of Education until a contract is `ed. The successful bidder shall be required to furnish a Performance Bond in the amount of 100% of the total contract price. Performance Bonds must be written by an insurance company authorized to do business in the State of New York, and be approved by the Board of Education, Hewlett-Woodmere Public Schools.

A-11 The Contractor shall:

- a. Make available to the District a list of buses separately numbered to be used in the performance of the contract including spare vehicles, showing the make, year, and the Department of Transportation-approved seating and standing

SECTION A

GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

capacities. The District reserves the right to inspect any vehicle and to require, if necessary, the replacement thereof.

b. Provide adequate facilities for bus maintenance as per Department of Transportation regulations. In the event of mechanical failure, stand-by buses meeting all the requirements set forth herein must be available. If the contractor shall fail to have a vehicle or vehicles available at the time specified herein (i.e., 30 minutes) or within a reasonable time thereafter at the discretion of the School District, the Board of Education reserves the right to hire other equipment as may be necessary, and charge the cost of same to the contractor.

1. Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the transportation contractor hereby agrees to effectuate the naming of the District as an Additional Insured on the transportation contractor's insurance policies, except for Workers' Compensation and N.Y. State Disability insurance.
2. The policy naming the District as an Additional Insured shall:
 - a. Be an insurance policy from an AM. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
 - b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees, and volunteers with a waiver of subrogation in the favor of the District for all coverages including Workers Compensation.
 - c. Additional insured status for General Liability coverage shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance to include General Liability and Auto Liability.
3.
 - a. The certificate of insurance must describe the services provided by the transportation contractor that are covered by the liability policies.
 - b. At the District's request, the transportation contractor shall provide a copy of the declaration page of the liability and umbrella/excess

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GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

policies with a list of endorsements and forms. If requested, the transportation contractor will provide a copy of the policy endorsements and forms.

- c. Coverage for sexual misconduct must be affirmed. There will be no coverage restrictions and/or exclusions involving Sexual Assault and Molestation related claims.
- 4. The transportation contractor agrees to indemnify the District for applicable deductibles and self-insured retentions.
- 5. Minimum Required Insurance:

- a. **Commercial General Liability Insurance**

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

State that the commercial general liability policy affirmatively provides coverage for Claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

- b. **Automobile Liability**

\$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

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

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

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GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

6. The Transportation contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all legal remedies available to the District. The transportation contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met prior to the provision of services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any rights held by the District.

A-12 In the case of a vehicle breakdown/accident, the driver will notify the contractor, who, in turn, will notify the District transportation office immediately through a phone call. If the breakdown/accident occurs after school closing time or hours, the contractor is to first make a phone call to a District-designated Transportation Office contact at a number to be provided by the District, and follow such phone call with an email to the District transportation office.

A-13 In the event a driver, bus monitor, or bus attendant is accused of any improper or inappropriate behavior, the District is to be notified immediately in writing.

A-14 No person may ride the buses without the authorization of the District.

A-15 It shall be the responsibility of the contractor to supply the Board 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 twenty-four (24) hours.

A-16 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, 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 operate on delayed openings and add make-up days during or after the conclusion of the projected school year calendar. The Contractor shall provide transportation without additional charge to the School District for necessary days added to the school calendar as a result.

The contractor shall from time to time, and at no charge to the District, be required to provide additional home-to-school and school-to-home trips for students where pick-up and drop-off times differ from those of the regular school schedule including but not limited to, orientation programs for the first day of school, arrival and dismissal schedules to accommodate events and holidays, special testing days such as during Regents

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GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

exams, examination days, field trips and other needs such as specified in a child's IEP for a student with a disability. The contractor shall assess no charge for providing such transportation.

A number of schools serviced by the School District schedule a midday dismissal on Friday and on/for religious holidays. The contractor shall assess no charge for providing transportation for school with midday dismissals on Fridays and on/for religious holidays.

If the number of school days students are required to be in attendance at school falls below the minimum required by the Commissioner of Education, a *pro rata* adjustment will be made to the contract price.

A-17 All buses must be equipped with:

- a. Every required mirror and safety device to protect the children being transported
- b. Back up warning beepers or horns and stop arms.
- c. Two-way radios operating on an FCC-assigned frequency. The two-way radios must be capable of direct transmission to the base dispatcher from any point to and from the destination facility while operating under this contract and must remain in contact with the dispatcher's office at all times when buses are in service.
- d. Seatbelts as required by law. The Board of Education will require the contractor to comply with the highest standards of the seatbelt type available from the industry.
- e. Seatbelt cutter
- f. Air conditioning.
- g. Global Positioning System ("GPS") monitoring technology.
- h. Video camera system.
- i. Other equipment as required by law.

A-19 At the request of the District, the contractor shall provide reporting to document the ride time of students. All vehicles used to service District routes must be accessible through GPS tracking and have interior video cameras. If a vehicle provided under this contract is unable to be viewed on GPS, the contractor shall contact the GPS company, in a timely and reasonable manner, to have the issue resolved. The District shall have full access to all GPS tracking (i.e. live view and mapping vehicle history) and be provided with GPS reports upon request. The District shall be provided access to videos and video images from cameras upon request.

A-19 The District shall be notified when a student does not use the bus for (5) consecutive days.

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GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

A-20 FUEL: SCHOOL YEAR (SEPTEMBER – JUNE)

OPTION "A": The Proposer shall submit a cost proposal (Option "A" on the attached Cost Proposal) that requires the Contractor to pay for all fuel.

OPTION "B" / Fuel Share: In addition to Fuel Option "A", the Proposer may also submit a cost proposal (Option "B" on the attached Cost Proposal) that allows for any increase in the best available price to the Contractor at the time the contract is awarded to be added to the Contract price. The Contractor shall evidence to the District's satisfaction the cost of the fuel and the usage based upon the route mileage and fuel usage of 10 miles per gallon.

A-21 FUEL: SUMMER (JULY – AUGUST): Contractor to pay for all fuel.

A-22 Vehicles servicing the District during the months of July and August must have working air conditioning.

A-23 When a car seat or safety or restraint device is required for a student, the Contractor will provide the car seat or device at no additional cost to the District.

A-24 The District, upon presentation of an invoice with supporting documentation, will assume the cost of tolls to service routes under the contract.

A-25 Contractor agrees not to subcontract the transporting of any students to any other contractors. This condition may be waived with permission obtained in writing from the School District. District employees and contractors are permitted to ride on Contractor's vehicles at any time.

A-26 In the event of a strike or any other reason causing interruption of service under this contract, the School District has the right to secure other such transportation as may be necessary and charge the cost of same to the Contractor.

A-27 Payments to be made to the contractor and any interest therein shall not be assigned, transferred or otherwise disposed of without prior written consent from the District, and such consent may be withheld for any reason whatsoever, completely in the discretion of the Board of Education.

A-28 FORCE MAJEURE: In the event the District's performance of its obligations under this Agreement are rendered impossible or delayed by events beyond the control of the parties, including but not limited to war, social unrest, labor disputes other than those disputes of the School District's workforce or employees, acts of God, public health

SECTION A

GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

emergency including but not limited to epidemic, pandemic, or orders, regulations or restrictions imposed by any government or governmental agency, the School District shall not be liable to the successful proposer for any further payments under the contract to the proposer and the obligation of the successful proposer to perform all of the other covenants and agreements hereunder on the part of the successful proposer shall not be affected, impaired, or excused.

A-29 Zero Emission School Bus Requirement: Pursuant to the provisions of New York State Education Law §3638, all school buses purchased or leased by the School District, or by any transportation Contractor providing pupil transportation services to the School District, on or after July 1, 2027, shall be zero-emission school buses. Further, all school buses in operation providing transportation services to or on behalf of the School District shall be zero-emission vehicles no later than July 1, 2035.

For purposes of this requirement, a “zero-emission school bus” shall mean a school bus that produces no exhaust emissions of any criteria pollutant, precursor pollutant, greenhouse gas, or other regulated air contaminant under federal or state law during vehicle operation, as defined or determined by the New York State Department of Environmental Conservation (NYSDEC) and/or the New York State Department of Transportation (NYSDOT).

Each Bidder shall certify its understanding of, and intent to comply with, the zero-emission school bus requirements of Education Law §3638. Each Bidder shall submit with its proposal a description of the vehicles proposed for use under the contract, including the make, model, model year, and fuel or energy type of each vehicle, and a statement confirming the Bidder’s plan to comply with the statutory transition requirements.

The School District reserves the right to reject any Bid that fails to provide satisfactory assurance of compliance with these requirements or that proposes to utilize non-zero-emission vehicles beyond the applicable statutory deadlines. Failure by the Contractor to comply with the zero-emission school bus requirements during the term of the contract shall be deemed a material breach of contract and may result in termination, non-renewal, or other remedies available to the School District under applicable law, contract and in equity.

The Contractor shall, upon request of the School District, furnish documentation satisfactory to the School District verifying compliance with the zero-emission school bus requirements, including vehicle registration, acquisition, and specification records. The Contractor shall cooperate with the School District and any State agency in connection with reporting, data collection, or verification activities relating to the implementation of the zero-emission school bus law.

SECTION A

GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS

A-30 The Board of Education reserves the right to reject any and all bids either in whole or in part. The Board shall have the right to waive informalities and irregularities in a Bid received and to accept the Bid which, in the Board's judgment, is in the School District's best interests.

A-31 Responsibility of bidders will be determined on the basis of past service to the School District, if any, financial responsibility, professional responsibility, moral responsibility, adequacy and condition of equipment, the safety record of the proposed drivers, and such other factors as may become apparent upon investigation. The School District reserves the right to invite any bidders to be interviewed and/or questioned regarding their responsibility prior to the award of a contract.

A-32 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.

A-33 The District reserves the right to allow all municipal, not-for-profit and political subdivisions to procure services awarded as a result of this request of this bid. However, it is understood that the extension of such contracts are at the discretion of the contractor and the contractor is only bound to any contract between the District.

A-34 Each proposal must be enclosed in a sealed envelope addressed as follows:

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
Attn: Mr. Joseph DiBartolo
Business Office
1 Johnson Place – Rm. 308
Woodmere, New York 11598
BID: Transportation Bid

A-35 Any questions relating to the clarification or interpretation of any of the requirements of these specifications shall be submitted in writing, and received no later than ten (10) days prior to the bid submission date. Questions are to be submitted to:

HEWLETT-WOODMERE UNION FREE SCHOOL DISTRICT
Attn: Mr. Joseph DiBartolo
School Business Administrator
1 Johnson Place, Rm. 308
Woodmere, New York 11598
BID: Transportation Bid

A-36 No interpretation, direction, clarification, or other information relating to these specifications shall be relied upon unless in writing, signed by a designee of the Board of Education. Telephone or other oral information or requests for same will not be

SECTION A**GENERAL INFORMATION and INSTRUCTIONS TO BIDDERS**

considered as binding on the Board of Education and should not be relied on by any proposer.

SECTION B - ROUTING and SCHEDULING

B-1 The District may direct the Contractor to develop all routes and schedules. Upon request of the District, the Contractor shall provide the District with a copy of routes and shall revise routes at any time during the year at the District's request or with the District's approval. The District reserves the right to make changes to and/or to add or remove any of the proposed routes for any reason and reserves to itself the right of approval on all routes.

All routes shall be designated consistent with Board Policy and shall be designated to maximize efficiency and minimize costs to the District. There is no guarantee as to the number of pupils on a bus run and any given time. Students may be added and deleted and routes may be added and deleted, and monitors/attendants may be added and deleted based on the needs of the District.

Transportation shall be routed so that children arrive at their destination no earlier than 15 minutes before classes begin and no later than 5 minutes before classes begin. Buses are to arrive at school no less than 5 minutes prior to dismissal time.

B-2 Each transportation vehicle used to transport District students must have an up-to-date list of students, a schedule of routes, and a map/directions in the vehicle at all times. Buses are to prominently display on the door-side of the bus a sign that notes the school and route number.

B-3 The contractor must furnish the District with the mileage and a student count for each route when requested by the Board of Education's representatives, as well as other reporting that might be required from time to time.

B-4 All drivers must make practice runs on all routes prior to the opening of school. The date of the practice runs shall be documented and made available to the District.

B-5 The District reserves the right to request any and all of the contractor's individual school routes, including trip sheets, bus schedules, and all other recourse the District may deem necessary or advisable to assure efficient operation and compliance of the contract.

B-6 Additional students on existing routes serviced at existing stops shall be transported by the contractor within 24 hours of the time that they receive the student's name from the School District.

SECTION B - ROUTING and SCHEDULING

B-7 Additional students on new routes and existing routes at new stops shall be transported by the contractor within 48 hours of the time that they receive the student's name from the School District.

SECTION C

BUS DRIVERS / BUS MONITORS / BUS ATTENDANTS

C-1 Prior to July 1st for summer session transportation and September 1st of each contract school year, the contractor will provide the Hewlett-Woodmere Union Free School District with documentation for each driver evidencing the driver's compliance with Article 19-A of the Vehicle and Traffic Law and Section 156.3 of the Regulations of the Commissioner of Education. At the request of the District, the contractor shall certify and provide documentation evidencing bus monitors and bus attendants are in compliance with all applicable sections of Article 19-A of the Vehicle and Traffic Law and Section 156.3 of the Regulations of the Commissioner of Education. The successful bidder must meet all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721. Contractor must provide reporting as specified by the District and the State of New York.

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 shall be immediately notified in writing of any change in driver personnel. The School District reserves the right to request personnel records of drivers, monitors, and/or attendants. Such records must include all information as outlined by the Commissioner's Regulations for regular and substitute drivers.

C-2 Drivers employed by a Contractor who will be used in the performance of this contract must submit to and pass a physical examination as prescribed in the Commissioner of Education of the State of New York rules and regulations. These physicals shall be taken prior July 1st for summer session transportation and September 1st of each contract school year. Results of examination will be sent to and kept on file in the District. No driver will be permitted to operate a vehicle for the District until he or she has passed a physical examination. Drug and Alcohol Testing must be administered to all drivers and assistant drivers on the following basis: Pre-employment, post-accident, upon reasonable cause and random testing. It shall be the duty of the Contractor to make sure this is accomplished.

C-3 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 6:00 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. Each contractor shall furnish the District with a list of telephone numbers where a responsible person may be reached during non-school hours for use during emergency situations.

SECTION C**BUS DRIVERS / BUS MONITORS / BUS ATTENDANTS**

C-4 Bidders shall conduct a continuing safety education program for school bus drivers, issue periodic management bulletins to personnel concerning the safety programs and furnish such training and instruction to their drivers as required by law, rule or regulation.

C-5 The District may instruct the Contractor to remove a driver from any transportation vehicle used in the performance of the contract.

C-6 All drivers of school transportation vehicles shall be at least twenty-one (21) years of age.

C-7 The Superintendent of Schools shall be provided a copy of a record of the Certified Abstract Operating Record of all drivers who will operate school transportation vehicles for the Hewlett-Woodmere School District from the State of New York, Department of Motor Vehicles, Albany, New York, prior to July 1st for summer session transportation and prior to September 1st of each contract school year or upon initiation of contract. And if requested, copies of letters for recommendation for drivers.

C-8 All drivers must comply with all laws and the regulations of the Commissioner of Education, the Department of Transportation, and the New York State Department of Motor Vehicles, and the Board of Education of the Hewlett-Woodmere Union Free School District.

C-9 Documentation required for all replacement and substitute drivers, as outlined above, must be filed with the District prior to their assignment to any contracted vehicle for student transportation.

C-10 There shall be no private agreements made between drivers and parents that may alter the assigned route. All children riding on the bus are to be boarded and discharged at designated stops only. Courtesy stops are prohibited. All requests for any changes shall be made through the Transportation Office.

C-11 Drivers shall be familiar with the Vehicle and Traffic Law, regulations of the Commissioner of Motor Vehicles, and regulations of the Commissioner of Education pertaining to pupil transportation.

C-12 Drivers shall be required to cooperate fully in assuring that pupils comply with transportation behavior standards and shall report disciplinary problems promptly to the Transportation Office and the building principal.

C-13 Drivers shall report all accidents, charges of motor vehicle infractions or violations, all unusual situations, and/or trip interruptions to the District.

SECTION C**BUS DRIVERS / BUS MONITORS / BUS ATTENDANTS**

C-14 Bus drivers and attendants shall present a neat appearance and must maintain a courteous attitude toward the public, school officials, and students. Drivers will keep the interior of the bus in a clean and sanitary condition. Drivers and attendants shall display a visible photo identification at all times.

C-15 Bus drivers and attendants shall not smoke, eat, drink any liquid, be under the influence of a controlled substance or medication, use cellphones, earphones, headphones, Bluetooth headsets, airpods, any noise-canceling device, or personal data device, or perform any act, or conduct themselves in any manner, which may impair the safe operation of a vehicle while such vehicle is in use. Smoking is not permitted in vehicles at all times. Bus drivers should not provide parents and students with their private cell phone numbers.

C-16 Drivers are required to be in the bus during the loading and unloading of passengers to supervise such loading and unloading. Drivers shall continuously remind students of the safety regulations. Each driver is responsible for enforcing the "ten-foot" crossing rule. Buses are never to be left unattended on school property unless ignition is off, emergency brake is on, coach doors are closed and ignition keys are in driver's possession at all times.

C-17 Drivers, Bus Monitors and Bus Attendants are required to check all seats after unloading students on the bus after every route and upon return to the bus yard every day to ensure that children or personal articles have not been left on the vehicle.

C-18 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 stop the motor, leave the transmission in park, set the auxiliary brake, and remove the ignition key.

C-19 Drivers, Bus Monitors, and Bus Attendants are required to check that seatbelts are accessible for use by students. Unless otherwise directed by the District or prescribed by law, Drivers, Bus Monitors and Bus Attendants are not required to buckle or unbuckle the children's car seats and /or seat belt.

C-20 A copy of each schedule of route and stops must be kept in each van. Drivers are to be provided with the names and grades of the students on their routes. Drivers shall admit and discharge only authorized passengers at designated bus stops.

C-21 Drivers will be required to complete transportation forms regarding mileage, pupils' times between stops, length of ride times, attendance, and all other forms as requested by the District.

SECTION C

BUS DRIVERS / BUS MONITORS / BUS ATTENDANTS

C-22 Each school bus driver employed by the Contractor shall have received at least two (2) hours of instruction on school bus safety practices before transporting students. Each driver of a vehicle exclusively transporting students with disabilities who is initially employed subsequent to January 1, 1976, shall have received an additional hour of instruction concerning the special needs of a student with a disability. During the first year of employment, each driver shall complete a course of instruction in school bus safety practices, which shall include two hours of instruction concerning the special needs of a student with a disability. All school bus drivers shall receive a minimum of two hours of 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 exclusively transporting students with disabilities shall also include instruction relating to the special needs of a student with a disability. 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.

C-23 Each successful bidder shall submit to the District the names of Bus Drivers/Bus Monitors/Bus Attendants, and the route and bus number to which they have been assigned, prior to July 1st for summer session and September 1st for each contract school year.

C-24 Each substitute Bus Driver, Bus Monitor and Bus Attendant must be approved by the District. The Contractor shall provide all Bus Monitors and Bus Assistants assigned to District routes with the following:

- a. Physical Performance Test
- b. 10-hour Basic Course –for those hired after 7/1/03
- c. 3-hour Pre-service Course
- d. 2 Refresher Courses per year
- e. CPR training (if required by the District)
- f. Mandated Reporter training
- g. Anit-Ideling Training

C-25 Bus Monitors and Bus Attendants must comply with all the requirements of the State of New York.

C-26 All approved Monitors/Attendants shall start their assigned routes with the driver at the yard the route originates from or from a location acceptable to the District.

SECTION C**BUS DRIVERS / BUS MONITORS / BUS ATTENDANTS**

C-27 In the event that the Monitor/Attendant training requirements are increased, it shall be the Contractor's responsibility to ensure that all Monitors and Attendants comply with the additional training.

**SECTION D
SAFETY**

D-1 All laws and regulations with respect to traffic and the transportation of pupils must be obeyed at all times.

D-2 Each driver is expected to remain on his or her transportation 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.

D-3 All children riding on transportation vehicles are to be transported to their designated stops.

D-4 All vehicles must be maintained in good working order, and all such vehicles must be kept clean and safe. The District reserves the right to inspect any vehicle used by the contractor to transport district pupils.

D-5 All drivers shall hold emergency drills at such times and locations as will be designated by school officials. The first emergency drill shall be conducted during the first week of each school term, the second before December 30th and the third before April 30th of each school year. Contractor shall provide documentation that emergency drills have been conducted on forms specified by the District.

D-6 Each driver under this contract shall be required to possess a proper license issued by the Bureau of Motor Vehicles of the State of New York for the type of transportation vehicle he/she drives.

D-7 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 driving safety, the driver should write a complaint report and submit it to the Transportation Office and the building principal. Appropriate forms will be provided by the Transportation Office. In the event of a serious problem such as a vehicle breakdown and/or accident the bus driver, or Driver's Assistant, shall also call 911 for assistance. In the event that 911 assistance is required, the Transportation Office is to be contacted immediately.

D-8 All vehicles must comply with regulations of the New York State Department of Education, the New York Department of Transportation, and the New York State

SECTION D SAFETY

Department of Motor Vehicles, as well as comply with and satisfy all laws, rules and regulations of any agency of the Federal Government, State Government and shall meet all the 1977 New York State Safety standards as reflected in Department of Transportation Code 720-721

D-9 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 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.

D-10 All transportation vehicles operated under this contract must come to a full stop before crossing the tracks of any railroad.

D-11 When the District schools are closed because of hazardous weather conditions, transportation to out-of-district schools will also not be provided.

D-12 All vehicles to be used and all transportation operations must comply with the regulations of the New York State Department of Education, the New York State Department of Transportation, and the New York State Department of Motor Vehicles, as well as comply with and satisfy all laws, rules, and regulations of any agency of the Federal Government, applicable to this Contract by the Department and shall meet all the 1977 Federal Safety standards as reflected in Title 49 Code of Federal Regulations 571, and specifically standards No. 105, 111, 220, 222, and 301. Spare vehicles and interim equipment must also comply with the above.

D-13 The District will not, under any circumstances, allow the use of a transportation vehicle that does not meet each specification set forth in this bid document.

D-14 Failure to adhere to the bus schedules established, or any part of the contract will constitute a breach of contract on the part of the contractor.

D-15 All buses used in this contract must have safe and adequate seating accommodations for each pupil being transported.

D-16 Every vehicle operating under this contract will conform to the State Department of Transportation and carry a First Aid Kit and Fire Extinguisher, regardless of vehicle capacity. Every vehicle operating under this contract shall have a seatbelt cutter.

SECTION D SAFETY

D-17 All vehicles shall be equipped with two-way radios in the performance of this contract approved and licensed by the Federal Communications Commission operated and assigned frequencies and having ranges such that the base station can contact any vehicle used in the performance of this contract.

D-18 All vehicles and drivers shall comply with any and all NYS Anti-Idling Laws and the Regulations of the Commissioner of Education regarding Anti-Idling (NYS Chapter 670 Law of 2007, Education Law 3637, 8 NYCRR 156.3(h)).

SECTION E SPARE VEHICLES

E-1 Bidder is to have on premises at all times a ratio of spare vehicles to contract vehicles of 1 to 10. All spare vehicles shall meet all specifications and requirements set forth in this contract. All spare vehicles must be readily available to avoid the possibility of an interruption in schedules due to a breakdown, mechanical failure, accident, or any other unforeseen emergency.

E – 2 In the event of a vehicle breakdown, accident and/or other unforeseen emergency, the contractor will supply a spare within one-half (½) hour i.e., thirty (30) minutes.

SECTION F FACILITIES AND MAINTENANCE

F-1 The Board of Education or its duly authorized representative reserves the right to inspect the maintenance and storage facilities of said vehicle in the performance of this contract.

The maintenance facility must be approved by the Department of Transportation for school bus operation.

SECTION G PAYMENT OF BILL

G-1 The Company supplying the transportation shall submit invoices to the Board of Education, Hewlett-Woodmere UFSD, 1 Johnson Place, Woodmere, N.Y. 11598, Attn: Transportation Office, each month. All bills for transportation during the month prior should be submitted before the eighth (8th) day of the month. Bills submitted subsequent to said date will be paid during the following month.

SECTION H

LIQUIDATED DAMAGES

H-1 In light of the difficulty of ascertaining the loss which the School District will suffer by reason of default on the part of the Contractor, liquidated damages shall be assessed at the rate of one and one-half times the daily rate per vehicle paid to the contractor for each of the following violations of the contract:

- a. Failure to provide service on a day on which schools are open in accordance with Section A-16.
- b. Failure to provide all the vehicles necessary to perform all the work necessary to fulfill this contract.
- c. Failure to comply with the Regulations of the New York State Departments of Education, Transportation, and Motor Vehicles, as well as any laws and regulations of any agency of the Federal Government.
- d. Failure to adhere to route / ride time and school arrival / departure time standards as specified. As well as failure to provide copies of routes and revise routes as per the terms of the Specifications for Pupil Transportation. Failure to have a sign with the school and route number displayed on the bus.
- e. Failure to provide approved drivers, bus monitors, or bus attendants for this contract.
- h. Failure to provide requested reporting in a timely manner (reporting is considered timely if made within 24 hours).
- i. Violation of any other contract provision.

H-2 In the event of a strike or any other cause for non-service, the School District has the right to purchase other transportation on an emergency basis and bill the contractor for the difference of the increased cost on a daily basis.

FAILURE OF THE SCHOOL DISTRICT TO ENFORCE ANY PROVISION OF THESE SPECIFICATIONS DOES NOT CONSTITUTE A WAIVER BY THE DISTRICT OF ITS RIGHTS TO ENFORCE SAID PROVISIONS IN THE FUTURE.

####

VENDOR: _____

Pursuant to advertisement published in Newsday on April 7, 2026, by the Hewlett-Woodmere Union Free School District, Town of Hempstead, County of Nassau, Hewlett, New York, requesting proposals for the transportation of school pupils of said District for one year. I hereby propose to the required transportation outlined in the form of school bus routes and specifications.

Hewlett-Woodmere UFSD
Transportation Bid
GENERAL TRANSPORTATION - BUS
SCHOOL YEAR 2026-2027

April 28, 2026 / 10:00 AM
Woodmere Education Center
1 Johson Place, Woodmere NY 11598

FORM OF PROPOSAL FOR TRANSPORTATION

CONTRACT - General Transportation - Bus
(66 passenger bus / Cost per School Year)

COST per BUS 2026 - 2027	Fuel Option "A" (Section A / A-20)	Fuel Option "B" (Section A / A-20)
Passenger Bus per School Year		
4 hour	_____	_____
5 hour	_____	_____
6 hour	_____	_____
7 hour	_____	_____
8 hour	_____	_____
9 hour	_____	_____
10 hour	_____	_____
Hourly Rate / Driver	_____	_____

Estimated Usage 2026 - 2027	
4 hour	2
5 hour	2
6 hour	

Fuel Options:
Option "A": Requires the Contractor to assume the cost of all fuel required to fulfill the contract.
Option "B": Any increase in the best available Contract is awarded.

COST per Monitor / Attendant 2026-2027

Montior / Attendant per School Year	_____
4 hour	_____
5 hour	_____
6 hour	_____
7 hour	_____
8 hour	_____
9 hour	_____
10 hour	_____
Hourly Rate / Monitor - Attendant	_____

(66 passenger bus / cost per school year)
SUMMER SESSION (July - Aug)

COST per BUS Summer 2026

Passenger Bus per Week	
4 hour	_____
5 hour	_____
6 hour	_____
7 hour	_____
8 hour	_____
9 hour	_____
10 hour	_____
Hourly Rate / Driver	_____

Estimated Usage Van Summer 2026	
4 hour	
5 hour	
6 hour	2

Fuel: Contractor to assume the cost of all fuel required to fulfill the contract.
(Section A / S-21)

**COST per Monitor / Attendant
Summer 2026**

Montior / Attendant per Week	_____
4 hour	_____
5 hour	_____
6 hour	_____
7 hour	_____
8 hour	_____
9 hour	_____
10 hour	_____
Hourly Rate / Monitor - Attendant	_____

NON-COLLUSIVE BIDDING CERTIFICATION

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

- I. 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: Non-collusive bidding certification.
 - A. "By submission of this Bid, each Bidder and each person signing on behalf of any Bidder, 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 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 Bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency 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 the Bidder (a) has published price lists, rates or tariffs covering items or services being procured, (b) has informed prospective customers of proposed or pending publication of new or revised pricelists for such items or services, or (c) has sold or provided the same items or services to other customers at the same prices being Proposed, does not constitute, without more, a disclosure within the meaning of section I. (A) above.
- II. 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 certification referred to in subdivision one 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 the corporation.

Signature of Official: _____

Name (typed): _____

Title: _____

Company Name: _____

Date: _____

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

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) has developed 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) and General Municipal Law §103-g this list is posted on the OGS website.

By submitting a proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Proposer/Contractor, any person signing on behalf of any Proposer/Contractor, or any assignee and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List.

Additionally, Proposer/Contractor is advised that any Proposer/Contractor seeking to enter into, 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 bid upon or proposal is submitted, or 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 Proposer/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 Proposer/Contractor in default.

The School District reserves the right to reject any bid, proposal, or request for assignment for a Proposer/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 Proposer/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

Pursuant to General Municipal Law §103-g(4), Proposer/Contractor submits the following certification:

I, _____, being duly sworn, deposes and
says that I am the _____ of the

_____ Corporation and that by submission of this proposal, Proposer/Contractor, each person signing on behalf of the Proposer/Contractor and I, certify, 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 my/their/its knowledge and belief, that neither the Proposer/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED _____

SWORN to before me this

_____ day of _____ 202__

Notary Public: _____

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

Proposers shall complete this form if they cannot certify that the Proposer/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 proposer.

Name of Proposer: _____

Address of Proposer: _____

Has proposer 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? _____

Has the proposer 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 proposer and proof of the adopted resolution, if any and a copy of the formal plan. _____

In detail, state the reasons why the proposer 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 I am the _____ of the _____ Corporation and I certify, under penalty of perjury, that the foregoing is true and accurate.

SIGNED _____

SWORN to before me this

_____ day of _____ 202__

Notary Public: _____

**CERTIFICATION OF SEXUAL HARASSMENT PREVENTION IN THE
WORKPLACE POLICY AND ANNUAL SEXUAL HARASSMENT PREVENTION
TRAINING OF ALL EMPLOYEES PURSUANT TO NYS FINANCE LAW §139-I**

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

A bid shall not be considered for award nor shall any award be made to a bidder who has not complied with the certification requirement of NYS Finance Law §139-I(1); provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

Any bid hereafter made by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where such bid contains the statement required by NYS Finance Law §139-I(1), shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation

Certified under penalty of perjury:

SIGNED _____

SWORN to before me this

_____ day of _____ 202__

Notary Public: _____