Request for Proposals for Supplemental Pupil Transportation Services

2026-2027 School Year

White Plains City School District
5 Homeside Lane
White Plains, New York 10605

PROPOSALS WILL BE DUE AND ACKNOWLEDGED PUBLICLY:

Date: Monday, June 8, 2026

Time: By 11:00 AM

Location: White Plains City School District
Business Office
5 Homeside Lane
White Plains, New York 10605

Date of Opening: June 8, 2026 – 11:00 AM

Proposer's Initials: _____

RFP
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PROPOSAL SELECTION TIMELINE

RFP Release for Advertisement	May 18, 2026
RFP Questions Due	May 28, 2026
Proposals Due	June 8, 2026
Selection Committee Evaluation of Proposals	June 10, 2026
Proposer Interviews (if necessary)	June 15, 2026
Notice of Intent to Award	July or August 2026
Recommendation to School Board and Board Decision	July or August 2026
Contract Execution	Upon Award

DEFINITIONS

The submission of a proposal in response to the Request for Proposals issued by the White Plains City School District (the "RFP") will bind proposers awarded a contract to the terms, conditions, specifications, instructions and other requirements set forth in the RFP, including its appendices and addenda, which shall form an integral part of each transportation contract awarded by the White Plains City School District.

"Addendum"	is a written instrument issued by the White Plains City School District, or its agent, prior to the opening of proposals which modifies or interprets the RFP documents by additions, deletions, clarifications, or corrections.
"Proposal"	is an offer to furnish materials, services, supplies, personnel and/or equipment following the terms, conditions, specifications, instructions and other requirements set forth in the RFP, including its appendices and addenda, at the price(s)/rate(s) proposed
"Proposer""	is any individual, company, or corporation submitting a proposal, and must be the entity identified in the proposal as the contractor who will be providing services pursuant to the contract with the District.
"Board"	is the Board of Education of the White Plains City School District.
"Contract"	an agreement duly executed by the White Plains City School District and a Proposer which calls for the transportation of pupils of the White Plains City School District by the Proposer in accordance with all terms, conditions, requirements and specifications in the RFP at the rates and/or prices awarded by the District.
"Contractor" and "Successful Proposer"	are used interchangeably to refer to any proposer to whom a pupil transportation contract is awarded by the Board of Education of White Plains City School District as a result of this RFP.
"District" or "School District"	shall mean the White Plains City School District.
"Evaluation Criteria"	are the means by which the White Plains City School District will evaluate the proposals submitted.

“Profile”	as used in these specifications, it is the summary of a school bus operator’s New York State Department of Transportation Vehicle Inspection system record for a specific time period showing the number of school bus/van inspections made as well as information on the number and the percentage of inspection defects found.
“Specifications”	describe the services to be performed by a proposer for the White Plains City School District, including the materials, supplies, personneland/or equipment that are to be used and maintained to provide the services together with the conditions for such service and maintenance.
“RFP”	means the Request for Proposals for pupil transportation services issued by the White Plains City School District in May 2024, which includes the Public Notice, terms, conditions, specifications, instructions and requirements contained therein, and any Addenda issued prior to last date for the submission of proposals.

Public Notice
Request for Proposals for Supplemental Pupil Transportation For the 2026-27 School Year

White Plains City School District

5 Homeside Lane
White Plains, NY 10605

The White Plains City School District invites sealed proposals for providing supplemental Out of District (OOD) pupil transportation services during the 2026-27 school year for: (1) the out of district school routes listed in Appendix A using small buses/vans (18/20 & 28/30 pupil capacity), and/or wheelchair buses during the regular academic school year (September to June), which includes late runs/routes for after school activities and events.

The Board of Education of White Plains City School District reserves the right to award contracts to multiple contractors for each type of transportation service solicited (to and from schools regular school year) or to award contracts to multiple contractors based on the type of bus/van to be provided, small buses/vans [18/20 & 28/30 pupil capacity], and wheelchair buses or to award the transportation contracts to a single contractor however the Board of Education determines best meets the needs of the School District.

The Request for Proposals including forms for proposal, certifications, instructions, conditions, and specifications may be obtained from the Business Office of White Plains City School District at 5 Homeside Lane, White Plains, New York between the hours of 9:00 a.m. and 4:00 p.m. In addition, the Request for Proposals documents will be available through BidNet and may be accessed at/downloaded from the School District's Purchasing Office webpage (https://www.whiteplainspublicschools.org/district-offices/purchasing/rfps-bids-quotes).

In all cases, it must be understood that the terms, instructions, conditions, specifications and other requirements set forth in the Request for Proposals issued by the School District shall apply. Sealed proposals shall be sent or delivered to the Business Office of White Plains City School District and shall be clearly marked **"Proposal for Supplemental Pupil Transportation - Do Not Open Until 11:00 a.m. on June 8, 2026."** Such proposals will be received until 11:00 a.m. on June 8, 2026. Proposers assume the risk of any delay in the mail or by means of personal delivery, including any mishandling of mail and/or deliveries by employees of the School District. Proposers have sole responsibility for having their proposals deposited on time at the place specified. The School District reserves the right to cancel this RFP and issue a new RFP, to reject any and all proposals, to waive what it deems proposal informalities or technicalities relating to a specific proposal received, to seek additional information or clarification from any proposer, to invite new proposals, to accept the whole or part of a proposal, or to accept parts of proposals from more than one proposer, as in the Board of Education's judgment, it determines the best interests of the White Plains City School District will be served. The School District reserves the right in an Addendum to change the date, time and location for the submission of proposals. If it does so, the new date shall be used when marking sealed proposals for submission. Whether or not the submission date is changed through an Addendum, if the Business Office is closed on the last date on which proposals may be submitted, proposals will be accepted until 11:00 a.m. on the next business day on which the Business Office is open.

Proposals for each route individually and collectively will be evaluated based on the weighted system established by the School District for each of the categories to be reviewed. Any aspects of the service not addressed by the terms, instructions, conditions, specifications, and other requirements of the Request for Proposals issued by the White Plains City School District are left for the Proposer to address.

When a school district elects to receive proposals submitted in response to a request for proposals, such school district shall evaluate each proposal from a responding Contractor according to criteria established by the Commissioner of the New York State Department of Education, which criteria shall include at a minimum: (i) the previous experience of the Contractor in transporting pupils, (ii) the name of each transportation company the Contractor has been an owner or manager and previous experience, (iii) a description of any safety program implemented by the Contractor, (iv) a record of accidents in motor vehicles under the control of the Contractor, (v) driving history of employees of the Contractor, (vi) inspection records and model year of the motor vehicles under the control of the Contractor, (vii) maintenance schedule of the motor vehicles under the control of the Contractor, (viii) a financial analysis of the contractor; (ix) compliance with insurance requirements, and (x) total cost of the proposal. Proposals will be evaluated and awarded based on the following criteria established by the White Plains City School District pursuant to Sections 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education (8 NYCRR 156.12). **Proposals scoring less than 75 points will not be considered for an award of a contract**.

Category	Weight
1. Previous Quality of Experience of the Proposer in School Transportation	**10**
2. Name of each Additional Transportation Company in which Proposer is or has been an Owner or a Manager and the Proposer's Previous Experience with such Transportation Companies	**5**
3. Safety Program	**5**
4. Accident History	**5**
5. Record of Drivers	**5**
6. Fleet Inspection Record and Vehicle Replacement Schedule	**10**
7. Maintenance Schedule of Vehicles under the control of Proposer	**5**
8. Financial Analysis of Proposer	**5**
9. Compliance with Insurance Requirements	**10**
10. Cost	**40**
Total	**100**

The New York State Commissioner of Education may reject any award of a transportation contract by a school district that is based on an evaluation of proposals submitted in response to a request for proposals if the Commissioner finds that (1) the contractor is not responsive to the request for proposal, or (2) the proposal is not in the best interests of the school district.

Security in the form of a proposal bond or certified check payable to the White Plains City School District in the amount of ten percent (10%) of the proposed cost of providing all transportation services for which a proposal is being submitted is required to be submitted with the proposal. A performance and payment bond in a sum equal to one hundred percent (100%) of the annual amount of each contract awarded will be required as set forth in the Request for Proposals.

Dr. Ann Vaccaro-Teich, CPA
Assistant Superintendent for Business
White Plains City School District
5 Homeside Lane
White Plains, NY 10605
914.422-2072

REQUEST FOR PROPOSALS SPECIFICATIONS

General Guidelines

The White Plains City School District (“District”) is requesting proposals for the provision of pupil transportation herein described. The enclosed Specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by these Specifications are left for the proposer to address. For the purpose of this Request for Proposal ("RFP"), the term, "proposer" shall mean the entity identified in the proposal as the contractor who will be providing services pursuant to the contract with the strict. It is important for the proposer to state any assumptions on which its proposal rests. The pupil transportation contracts will be awarded to the highest scoring proposers as determined by the District. It is appropriate to emphasize that the lowest proposer may not be the proposer who achieves the highest score. The District recognizes the complicated nature of delivering safe, reliable, efficient pupil transportation. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories presented below.

Supporting documents for · 4, 5, 6 are to be submitted on flash drive*

1. PREVIOUS EXPERIENCE
   The evaluators will rate the proposers' previous experience in providing service to the school districts within New York State of comparable size. Priority will be given to the level of service provided to the District. Safety, on time performance, problem solving, accessibility of management, and driver appearance are to be considered in evaluation of the proposer. Scores may range from a high of 10 points to a low of 0 points.

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

3. SAFETY PROGRAMS
   The evaluators will rate the safety programs implemented by the proposer and compliance with all appropriate State Agencies. Evaluation of training programs, manuals, drug and alcohol testing, as well as mandated courses will be considered. Scores may range from a high of 5 points to a low of 0 points.

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

5. DRIVING HISTORY OF EMPLOYEES

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

6. FLEET INSPECTION RECORD AND VEHICLE REPLACEMENT SCHEDULE

   The New York State DOT BUSNET Reports for the proposer for ALL terminals in Region 08 (Hudson Valley, NY) for the periods of; April 2023 - March 2024, April 2024- March 2025 and from April 2025 - March 2026 (hereinafter "time period") will be utilized to calculate an Average DOT Out of Service (OOS) Rate and based on this average points will be allocated as follows:

   Proposers with an average DOT Out of Service (OOS) Rate of less than 2% will receive get 6 points.

   Proposers with an average DOT OOS Rate of less than 3% will receive 5 points.

   Proposers with an average DOT OOS Rate of less than 4% will receive 4 points.

   Proposers with an average DOT OOS Rate of less than 6% will receive 2 points.

   Proposers with an average DOT OOS Rate of more than 6% will receive no points.

   In addition, proposers can earn up to four points based on their bus/van replacement schedule as reflected by the average age of the proposer’s buses/vans.

7. MAINTENANCE SCHEDULE OF VEHICLES

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

8. FINANCIAL ANALYSIS

   The evaluators will review the financial documents submitted to determine the financial strength of the proposer. Scores will be highest for proposers submitting certified financial statements or, in the case of publicly traded companies, their annual reports. Scores may range from a high of 5 points to a low of 0 points.

9. INSURANCE

   The evaluators will review all information submitted to ascertain that the School District’s requirements for insurance from the Successful Proposer are fully met. Scores will be highest for proposers carrying insurance in excess of the required types and limits. Score may range from a high of 10 points for proposers who have insurance in excess of the required types and limits to a low of 0 points for non-compliance.

10. OVERALL COST

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

40 points for the lowest cost proposal

Points for overall cost will be awarded based on a formula awarding 40 points to the lowest proposer and deducting the percentage difference between the lowest proposer and the other proposers. (i.e., if the total cost between the lowest proposer and the next lowest proposer is 10%, then proposer two will have 4 points deducted from the maximum score of 40).

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

TOTAL SCORE=_____

CHECK LIST

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

- All Pages of RFP Initialed where indicated
- Proposal Security - Proposal Bond or Certified Check
- Proof of Bondability for Performance Bond
- Letter from Insurance Company Guaranteeing Required Coverage
- Reference List or Evidence Demonstrating an Ability to Perform Required Services (See Form in Appendix B)
- Appendix B – Complete:
  - Cost Proposal Forms (Small Buses/Vans, Summer Transportation, To and From School September to June).
  - Cost Proposal for Performance Bond; and
  - Experience in Pupil Transportation Form
- Appendix C – Complete all Forms, Sign and Notarize forms when required
  - Proposer Information Form
  - Proposer Affidavit
  - Conflict of Interest Certification
  - Non-Collusive Proposal Certification
  - Hold Harmless Agreement
  - Iran Divestment Act of 2012 Certification Form
  - Sexual Harassment Written Policy & Training Certification Form
  - Proposer Not On Exclusion List Maintained By The Federal Government's System For Award Management (SAM) Certification Form
  - Proposer Warranties
- Appendix D – List of Small Buses/Vans.
- Appendix G – Complete Data Security and Privacy Plan

Introduction

The White Plains City School District is soliciting proposals for Out of District (OOD) pupil transportation services during the 2026-27 school year for: (1) the out of district school routes listed in Appendix A using small buses/vans (18/20 & 28/30 pupil capacity), and/or wheelchair buses during the regular academic school year (September to June), which includes late runs/routes for after school activities and events.

Such OOD pupil transportation is to be provided using Contractor's buses/vans and/or wheelchair buses and employees following routes developed by the District during the regular school year (September to June).

Appendix A contains information regarding the District's out of district routes that are the subject of this Request for Proposals (RFP). The District reserves the right to change the number of buses/vans and routes per day based upon changes in enrollment, changes in school schedules, availability of transportation services from other school districts, BOCES or other Contractors.

The small buses/vans [18/20 & 28/30 pupil capacity] and/or wheelchair buses utilized to perform to and from school transportation services are to be dedicated to and available to service the District from the first pick-up of the day until the last student is discharged from the last route serviced by a proposer. It is understood that the Contract(s) to be awarded in no way excludes the District from using its own buses/vans, or services provided by BOCES or other school districts to transport the District's pupils, or in any way limits the District from using other contractors in performing the same or similar transportation services.

The Board of Education of White Plains City School District reserves the right to award contracts to multiple contractors for each type of transportation service solicited (to and from schools regular school year, to award contracts to multiple contractors based on the type of bus/van to be provided small buses/vans [18/20 pupil capacity, 28/30 pupil capacity and wheelchair buses] to award the transportation contracts to a single contractor however the Board of Education determines best meets the needs of the School District.

The Board of Education reserves the right to cancel this RFP and issue a new RFP, to reject any and all proposals, to waive what it deems proposal informalities or technicalities relating to a specific proposal received, to seek additional information or clarification from any proposer, to invite new proposals, to accept the whole or part of a proposal, or to accept parts of proposals from more than one proposer, where it determines the best interests of the White Plains City School District will be served. Separate contracts will be awarded by the Board of Education.

General Conditions

The White Plains City School District (the "District" or "School District") is requesting proposals for the provision of pupil transportation herein described. The enclosed specifications outline all of the requirements and conditions for furnishing this service. Any aspects of the service not addressed by these specifications are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposal rests. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories and criteria set forth above and in the public notice for this RFP for each OOD route that is the subject of this RFP as well as collectively for all routes that are the subject of this RFP. The pupil transportation contracts will be awarded to the proposers who obtain the best score when evaluated using the prescribed weighted criteria specified above and in the Public Notice. Please note the lowest cost proposal may not be the highest scoring proposal.

The District invites sealed proposals for the transportation routes described in this RFP for the 2026-27 school year. The Transportation Programs are defined and described in the Appendices annexed to these specifications. Each proposer must inform itself fully as to the conditions relative to the fulfillment of the pupil transportation contract(s) to be awarded.

The Contractor will provide school buses/vans, equipment, labor and supplies needed to provide the pupil transportation services awarded to it. The Contractor will employ school bus/van drivers and bus/van attendants/monitors and provide supervision over the operation of the school buses/vans and the conduct of bus/van drivers and bus/van attendants/monitors. The number of pupils to be transported under the awarded contract(s) shall be designated from time to time by the Board of Education and/or its designee(s). The Contractor will provide insurance that complies with the requirements of this RFP. The Contractor will be responsible for the maintenance, inspection, repair, and replacement of buses/vans utilized to perform the awarded transportation contracts. The Contractor will be responsible for maintaining internet and email resources required for effective communication with the District. The Contractor will provide the District with New York State DOT BUSNET results each year services are provided to the District.

The Contractor needs to strive for a 95% or better school bus/van inspection rate. If the Contractor's bus/van inspection (NYSDOT) profile falls below 90%, the District reserves the right to terminate the contract(s) awarded to such Contractor. Anytime the profile falls below 95%, the Contractor shall submit a plan for correction.

The Contractor's safety program will be based on trained staff and safety meetings. The staff will include a Terminal Manager with full authority over all employees and one or more Dispatchers providing service to the District on duty from 5:30 a.m. until all route buses/vans have completed all p.m. routes (including late buses/vans for school activities and events, e.g. co-curricular and extra-curricular activities). The Contractor will provide a DMV Article 19A Examiner, a School Bus/Van Driver Instructor that meets State Education Department requirements, a safety officer and a road supervisor.

Unless New York State laws and regulations are amended or rescinded or the District obtains a waiver from NYSED, any bus/van purchased after June 30, 2027 that will be used to provide services to the District must be a zero emission bus/van. Unless New York State laws and regulations are amended or rescinded, all buses/vans providing services to the District on and after July 1, 2035 must be zero emission buses/vans.

The Terminal Manager will ensure that the transportation services meet the daily needs of pupils and will respond to District directions and parent communications.

The Contractor shall only employ labor in connection with the Contract capable of working harmoniously. There shall be no strikes, picketing, work stoppages, lockouts, slowdowns, or other disruptive activity for any reason in connection with the pupil transportation contracts awarded pursuant to this RFP. The Contractor shall be responsible for providing buses/vans and drivers required to proceed under any circumstances. If the Contractor has engaged the services of workers who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the District, any conflict between the agreement and regulations of any kind at any time in force among members of union councils. The Contractor shall ensure that its work continues uninterrupted during pendency of a labor dispute.

The District's Superintendent of Schools or the Superintendent of Schools' designee(s) will represent the Board of Education of White Plains City School District in all matters pertaining to the performance of the awarded contracts.

The Contractor shall comply in all respects with the requirements of 8 NYCRR Part 156 governing its performance of work under the pupil transportation contracts awarded as a result of this RFP.

Section 1: Proposal Procedures and Requirements

1. The date and time of the opening of proposals are given in the Public Notice, which may be modified in one or more Addendum. The District reserves the right in one or more Addendum to change the last date and time and/or the location for the submission of the proposals, in which case the marking on the envelope shall reflect the new date and time. If the District's Business Office is closed on the date and time proposals are scheduled to be opened due to inclement weather or other emergency, proposals will be opened on the next business day on which the District's Business Office is open at the same previously scheduled time.

2. Proposers may obtain the RFP documents, including but not limited to proposal forms, certifications, instructions, conditions, and specifications, in the manner stated in the Public Notice. The District makes the RFP documents available solely for the purpose of obtaining proposals for the pupil transportation services sought and does not confer a license or grant for any other use.

3. Complete sets of RFP documents, including but not limited to proposal forms, certifications, instructions, conditions, and specifications, shall be used in the preparation of individual proposals. The District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of RFP documents.

4. All proposals must be submitted on and in accordance with forms provided by the District and included in this RFP. No sheet is to be removed from this RFP. Proposals must include copies of all pages of the RFP with each page initialed by the proposer. Proposer must submit (1) "original" and 5 "copies" of the complete proposal.

5. All proposals must be sealed and include all forms, certifications and information required to be submitted with the proposal as set forth herein. All proposals must be addressed and marked or labeled as stated in the Public Notice, which may be modifiedin one or more Addendum. Telephone quotations or amendments will not be accepted atany time. All materials submitted with the proposal will become the property of the District andwill not be returned. All proposals received after the time stated in the Public Notice, which may be modified in one or more Addendum or as provided in this RFP due to closure of the Business Office, will not be considered and will be returned unopened to the proposer. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way a proposer elects to deliver its proposal package, the proposer assumes responsibility for having the

proposal deposited on time and at the place specified. **The Board of Education reserves the right to cancel this RFP and issue a new RFP, to reject any and all proposals, to waive what it deems proposal informalities or technicalities relating to a specific proposal received, to seek additional information or clarification from any proposer, to invite new proposals, to accept the whole or part of a proposal, or to accept parts of proposals from more than one proposer, as in the Board of Education's judgment, it determines the best interests of the White Plains City School District will be served**.

6. The proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the proposer to the Contract(s) intended to be awarded. All required signatures shall be handwritten in ink with the full name of the person signing typed or printed legibly below each signature. Noinitials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. Facsimile or printed signatures are not acceptable. A proposal by a corporation shall also give the State of Incorporation and have the corporate seal affixed.A proposal submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the proposer.

7. As part of their proposal, proposers must provide evidence demonstrating an ability to provide pupil transportation services, including:

   a. Each Proposer shall submit as part of the proposal a statement of Proposer qualifications, which shall include a summary of their experience successfully operating a complex school transportation program in compliance with the applicable laws, rules, and regulations of the State of New York. The District shall have the right to take such steps, as it deems necessary to determine the ability of the proposer to perform the pupil transportation services sought in a prompt and efficient manner in accordance with the requirements of this RFP.

   b. Proposers shall provide the District with a reference list which lists the names of all public school districts and nonpublic schools for which it has provided pupil transportation services during the past ten years, highlighting those with transportation needs comparable to those of the District, including the names and telephone numbers of each business and/or transportation official the proposer works or worked with during the performance of the proposer's services. Proposers must have heldcontracts with these school districts and nonpublic schools under the same company or corporation name. To supplement the experience of the proposer, staff experience may be demonstrated.

   c. Proof of ownership, or financing and ability to deliver the number of school buses/vans offered under this RFP (including spare buses/vans) must be provided. A complete bus/van listing with age and model must also be provided. A physical inspection of all equipment and resumes of key personnel may be part of the evaluation of a proposal submitted. If buses/vans are to be purchased to fulfill a pupil transportation contract

intended to be awarded as a result of this RFP, a letter from the sales agent or bus/van distributor as to bus/van descriptions and availability must be enclosed with the proposal. Documentation as to financial approvals or proposer's financial resources available to purchase the required buses/vans must be enclosed with the proposal. Fleet description, inspection records and results for buses/vans assigned for use in connection with a pupil transportation contract intended to be awarded as a result of this RFP and all buses/vans housed at the location facility from which the contract(s) will be serviced are to be included in the proposal.

d. A detailed description of the maintenance facilities to be used for the buses/vans that will be used in connection with an awarded pupil transportation contract must be submitted. This should include location, square footage, age, condition and a list of other equipment or resources available to serve the District. Photographs may be included.

e. Proposers will also provide, along with the completed proposal forms and certifications, an audited (certified or reviewed) financial statement and a minimum oftwo (2) financial references from independent commercial institutions.

f. Proposers must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. Proposers must provide the District with a copy of their BUSNET Bus Inspection Operator Profile Summary for the latest two periods. A current report from the NYSDOT Busnet computer database must be submitted for the previous three (3) years. If this information is not available, please explain. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

g. Proposers shall submit a copy of all of their policies and procedures concerning school bus/van preventative and regularly scheduled maintenance.

8. Upon request of the District, a proposer may be required to submit additional information to support or clarify information contained within its proposal. Unless otherwise stated by the District when making the request or as otherwise agreed upon by the District, such information shall be provided within three (3) business days of the request.

9. On the Proposal Forms, sums shall be expressed in whole dollar figures. Prices and information required, except the signature of the proposer, shall be printed in ink or typed legibly. Illegible or vague proposals may be rejected. Signature requirements for proposals are addressed above (see item #6). No pencil figures will be accepted. Mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed by the person signing the proposal.

a. Any price or sum provided on a proposal form or otherwise included in a proposal shall include all necessary labor, materials, equipment, vehicles, supplies, overhead and profit, and all other related costs.

b. The cost figure shall include all routes for the transportation contracts sought to be awarded. There will be no additional charge for early dismissals, exam schedules, delayed openings, or late buses/vans for after school activities and events at any school serviced by the Successful Proposer.

10. Proposal Cost:

a. The District is requesting a proposed cost for its out of district transportation needs which include
(1) to and from OOD schools during the regular school year (September to June) using small buses/vans (18/20 & 28/30 pupil capacity) for the routes identified in Appendix A, and wheelchair buses.

b. The District anticipates for 2026-2027 school year needing 13 out of district small buses/vans (including 18/20 & 28/30 capacity and 1 wheelchair buses), withthe option to add or delete small buses/vans, and wheelchair buses.

i. A proposer should calculate a lump sum price per small bus/van (18/20 & 28/30 pupil capacity) per the term of the contract (September to June), and a lump sum price per bus equipped to transport wheelchairs per the term of the contract. The lump sum price per bus/van type must be inclusive of the bus/van driver. Additionally, as part of the proposal, the cost of providing a bus/van attendant/monitor shall be provided on a daily basis.

c. The District reserves the right to combine routes to be completed by one bus/van per day. For example, a bus/van might be assigned to a morning route, an afternoon route, and a late bus/van route.

d. For purposes of evaluating proposals only, the cost item will be determined as follows:

i. Cost of to and from school regular school year (September to June).

e. It is understood that any contracts awarded as a result of this RFP in no way excludes the District from using its own buses/vans, or services provided by BOCES or other school districts to transport the District's pupils, or in any way limits the District from using other contractors in performing the same or similar transportation services.

11. No alteration, erasure, or addition is to be made to the pre-printed matter contained in this RFP. Any deviations from the conditions and specifications may constitute sufficient grounds for rejection of a proposal. All assumptions on which a proposal is based must be noted on a separate sheet(s).

12. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school is exempt from the same. Exemption documentation, if required, will be furnished on forms provided by the Contractor.

13. The submission of a proposal will be construed to mean the Contractor is fully informed

as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Proposer can furnish the services, supplies, materials and equipment satisfactorily in complete compliance with this RFP and all applicable New York State and federal laws, rules, regulations, Executive Orders (of the Governor of New York State and/or President of the United States), and health and safety guidelines, requirements, rules, determinations or guidance issued by the CDC, New York State Department of Health, Westchester County Department of Health.

14. Proposals will not be open to the public nor disclosed to unauthorized persons prior to awarding the pupil transportation contracts sought herein. However, after award of the contracts or rejection of all proposals, all proposals will be subject to public inspection upon request pursuant to the Freedom of Information Law ("FOIL"), except to the extent that certain information has been designated by the proposer in the submitted proposal as constituting a trade secret or other proprietary information or data and the District concurs that the designated information constitutes a trade secret or other proprietary information. If a proposer believes that a portion of its proposal contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the District of this fact shall accompany the proposal and the information is to be identified wherever it appears in the proposal. Identifying an entire proposal as proprietary or a trade secret is unacceptable and may result in no part of the proposal being treated as constituting a trade secret or other proprietary information or data.

15. Proposers shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the RFP, including but not limited to its instructions, specifications, appendices and addenda. Proposers desiring clarification, modification or interpretation of the RFP shall make a written request to the District addressed to Ms. Toni Russo, Purchasing Agent. Such questions, clarifications or inquires may be e-mailed to tonirusso@wpcsd.k12.ny.us.

a. Requests seeking clarification, modification or interpretation of this RFP and questions regarding this RFP will be accepted by the District until July 1, 2026, at 4:00 p.m.

b. Any interpretation of or correction or change to the RFP, including but not limited to its instructions, specifications, appendices and addenda, will be made by addendum and issued by the District. Interpretations of or corrections or changes to the RFP made inany other manner will not be binding on the District and proposers shall not rely uponsuch interpretations, corrections or changes.

16. Copies of addenda will be made available for inspection wherever the RFP documentsare on file for that purpose. No addenda will be issued later than five (5) days prior tothe date for receipt of proposals. Each proposer shall ascertain prior to submitting theirproposal that the proposer has received all addenda issued and shall be fully responsible for the receipt of all addenda.

17. All proposals shall remain firm for forty-five (45) days after the opening of proposals. The School District further reserves the right to make awards following this initial forty-five (45) day period to any Proposer who has not provided written notice to the School District that its proposal has been withdrawn.

18. Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be withdrawn only by notice to the District at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing and must be received by the District prior to the official closing time and date for receipt of proposals. Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with this RFP.

19. The services described in this RFP include the performance of activities directly affecting the safety of pupils of the White Plains City School District and the public generally. The District may make any investigation necessary to determine the ability of each proposer to fulfill the contracts intended to be awarded and the proposers shall furnish the District with all such information for this purpose as the District may request. If, in the opinion of the District, the proposer is not properly qualified to fulfill any obligations of the contracts to be awarded, the District reserves the right to reject its proposal.

20. The District reserves the right to reject any and all proposals at its sole discretion. Grounds for rejection of proposals may include, but shall not be limited to:

    a. Failure of a proposal to conform to the requirements of this RFP.

    b. Failure of a proposal to be submitted by the official closing time and date for receipt of proposals.

    c. Submission of a proposal that imposes conditions or limitations that would modify the terms and conditions of the RFP.

    d. The proposer is determined by the District to not be responsible.

21. Prior to the award and during the course of the Contract(s), the District reserves the right to increase or decrease the number of pupils being transported pursuant to the contracts intended to be awarded as a result of this RFP, based on pupils moving in and out of the District, the District's enrollment, route scheduling, school schedule changes, special education placement, policy changes, the opening or closing of public and/or nonpublic schools and any other cause.

22. If two or more Proposers have the highest score determined by the scoring criteria, the District's Board of Education has the discretion to choose the Proposer that will be awarded the contract(s) and the decision of the Board of Education to award a Contract(s) to the Successful Proposer(s) shall be final.

Section 2: Proposal Security

23. Each proposer will be required to furnish, at its own expense, a proposal bond or certified check in the amount of ten (10) percent of the collective cost of the transportation services for 2026-2027 for which a proposal is submitted.

24. For proposers who are not selected for award of a transportation contract, their proposal bond and/or certified check will be returned after the Board of Education awards the contracts.

25. For Successful Proposers, the proposal bond or certified check will be returned after the District and Contractor(s) have executed the contract, the Contractor has provided a performance bond that complies with this RFP and is satisfactory to the District and Contractor has provided proof of insurance that complies with this RFP and is satisfactory to the District.

26. In the event of failure or refusal of the Contractor to execute and deliver the contract together with the performance bond in a form and from a surety satisfactory to the District that complies with this RFP and proof satisfactory to the District of the insurance required by this RFP, the proceeds of the proposal bond or certified check submitted with the proposal shall become property of the District.

27. Certified checks and proposal bonds shall be made payable to White Plains City School District.

Section 3: Requirements for School Buses/Vans and Related Equipment

1. It shall be the responsibility of the Contractor to provide a sufficient number of school buses/vans, with sufficient capacities to adequately meet the needs of the School District pursuant to the Contractor's awarded contract(s).

2. The District requires small buses/vans that have a pupil capacity of 18 to 20 pupils as well as small buses/vans with a pupil capacity of 28 to 30 pupils. Wheelchair lift buses are to have up to 4 wheelchair stations. All small buses/vans and wheelchair buses are to be air conditioned. Any new buses/vans acquired for an awarded contract will be required to have air conditioning. All buses/vans must be owned by the Contractor, except in cases of emergency, in which case permission for use of other buses/vans must be obtained from the District prior to use for performance of the awarded contracts.

3. There shall be no vans over ten (10) years old used in the performance of the awarded Contract(s), and the average age of the route buses/vans must not exceed ten (10) years. Average age of fleet will affect score for vehicle replacement schedule. 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 2016 model year bus/van would be considered ten (10) years old for the 2026- 2027 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.

4. The Superintendent of Schools or the designee(s) of the Superintendent of Schools reserves the right to reject buses/vans to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses/vans in a timely manner.

5. A ten (10) year replacement schedule for all vans shall be the minimum replacement rate for the purpose of scoring the proposal. Replacement schedules that provide for greater than ten (10) year replacement schedules will result in a zero (0) score for vehicle replacement.

6. In addition to the necessary buses/vans to meet the scheduled needs, the Contractor is required to have sufficient spare buses/vans located at such a place to ensure that the spare bus/van can respond to a bus/van replacement need within thirty (30) minutes. The Contractor must maintain a spare bus/van ratio of ten percent (10%) of each size of bus/van utilized in the performance of the Contractor's pupil transportation contract(s) with the District. In addition, each Contractor must have substitute buses/vans in the amount of ten (10%) of each size bus/van needed for performance under the terms of the Contractor's pupil transportation contract(s) with the District.

7. All buses/vans will have valid New York Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on buses/vans used during the term of the awarded Contract(s).

8. The Contractor agrees to have its drivers utilize 110-watt two-way radios. All buses/vans, including spares, used to transport the District's pupils under the awarded contracts will be equipped with two-way radios of at least 110-watt capacity at the sole expense of the Contractor. CB units are not acceptable. The two-way radios utilized must be capable of direct transmission between buses/vans and the base station dispatcher from any point in the District while the buses/vans are operating under the awarded contract(s). Cellular phones or other communication devices may be used to augment the two-way radios. The Contractor shall provide two (2) base station radios with microphones to the District to permit monitoring of radio communications and direct communication by the District with the buses/vans as needed by the District. The Contractor shall provide the District with two (2) handheld radios for its use. All buses/vans that are used for transporting pupils of the District must, at all times during the term of each awarded contract, utilize the same frequency. Two-way radios, as described herein, shall be maintained in operable condition by the Contractor. Said radios must be operable at all times and capable of communicating with the dispatch station at all times. No buses/vans shall be operated at any time without an operating radio. Proof of radio equipment must be made within five (5) days of the contract award.

9. All school buses/vans utilized to provide the transportation services that are the subject of this RFP shall be equipped with a functional camera system that provides video, visual, and audio recording and a clear view of the entire interior of the bus/van. Such a camera system shall include a minimum of two cameras on small buses/vans. Cameras must be installed and operated in a manner satisfactory to the District. The Contractor will install and maintain the camera system at no additional cost to the District.

    a. The video and sound recording equipment shall include features including but not limited to the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record bus/van information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage of at least a minimum of 60-day capacity.

    b. The responsibility for the installation and maintenance of this equipment shall be with the Contractor. The use of this equipment shall be in conformance with District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District’s request, and access shall be furnished through secured internet communication or other secured media transfer mechanisms. No digital videos, images, or audio records may be deleted, destroyed, and/or altered by the Contractor without the prior written consent of the District.

    c. The Contractor shall include in their proposal package, specific information about the camera system that will be provided.

10. The buses/vans to be used for any contract(s) awarded as a result of this RFP must meet the school bus/van identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. All buses/vans must be painted in the National School Bus Chrome color.

11. Each bus/van used to transport District pupils pursuant to a Contract awarded as a result of this RFP will display the proper route designation when on scheduled runs. The route designations will be securely attached to buses/vans in locations approved by the District's Assistant Superintendent for Business & Operations.

12. Contractors are required to provide with their proposal, on the form included in the attached Appendices, the make, model, year, fuel type and seating capacity of each bus/van to be used in fulfilling this contract.
13. In compliance with Homeland Security, the Contractor will comply with the District and County's emergency plan. All drills will be held at no cost to the District.

14. All buses/vans must be equipped with ZONAR Global Positioning System (GPS) or equivalent GPS that will allow the District to monitor bus/van locations in real time. The GPS system will integrate with the District's routing software. GPS system will provide the District with access to the GPS data at the District's offices. The GPS system must be able to provide the District with specific times for house or school pick-up or drop off occurrences. Contractor will make all GPS reports available to the District upon request. Buses/vans that are not equipped with a GPS/vehicle location system may not be used in service of the awarded contract(s). The GPS/vehicle location system, including the provision of District access to it, shall be installed, and maintained at the Contractor's expense. The Proposer will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features.

15. All school buses/vans utilized to provide the transportation services that are the subject of this RFP shall be equipped with rider verification equipment that integrates with the District's student information system (which is Infinite Campus) to track student ridership. The student identification card to be used with this equipment/system will be supplied by the District.

16. When equipment is needed for the transport of specific pupils, including, but not limited to, car seats, safety vests, harnesses, wheelchair tie downs, etc., this equipment shall be provided by the Contractor at the Contractor's sole cost and expense.

17. Buses (small buses/vans, and wheelchair) used in the performance of any contract awarded as a result of this RFP include the following features:
    a. seat belts on all buses/vans.
    b. high back padded seats;
    c. flashing stop arms;
    d. operating GPS vehicle tracking system (ZONAR or equivalent) on all buses/vans, as described above;
    e. rider verification equipment/system
    f. 110-watt two-way radios, as described above;
    g. video and audio recording equipment installed and maintained by the Contractor, as described above;
    h. Child Check Mate No Child Left Behind systems, or demonstrated equivalent automated systems (equivalency is to be confirmed by the District) to be certain no pupils are left sleeping on any bus/van;
    i. Student specific equipment;
    j. small buses/vans, including wheelchairs need to be air conditioned September to June and small buses/vans used during summer school should be air conditioned; and
    k. all buses/vans that transport pupils with special needs and that travel outside of the radio coverage area shall be equipped with cellular telephones at no additional cost to the District, which cellular phones shall be operated consistent with State laws.

18. Unless New York State laws and regulations are amended or rescinded or the District obtains a waiver from NYSED, any bus/van purchased after June 30, 2027 that will be used to provide services to the District must be a zero emission bus/van. Unless New York State laws and regulations are amended or rescinded, all buses/vans providing services to the District on and after July 1, 2035 must be zero emission buses/vans.

19. The Contractor shall comply with all terms and conditions of the District's current stop-arm camera enforcement agreement. The Contractor further agrees to facilitate the installation, operation, and maintenance of stop-arm camera systems on all buses utilized under the awarded contract(s). All such systems shall be installed and maintained at no cost to the District, unless otherwise agreed in writing.

Section 4: Fuel

1. Contractors shall supply all fuel required for the performance of the pupil transpiration contract awarded as a result of this RFP.

Section 5: Storage of Buses/Vans and Maintenance and Repair Facility

1. Contractor will supply its own location for bus/van and vehicle storage; contractor must identify and describe the storage location. The location should be a reasonable distance and travel time (forty-five (45) minutes or less) from all points within the boundaries of the District.

2. It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for small buses/vans (both 18/20 and 28/30 pupil capacity) and wheelchair buses used in the operation of the Contracts to be awarded. All proposals must include the address of each repair and maintenance facility that will be utilized to repair and maintain said buses/vans. The bus/van maintenance and repair facility(ies) must be located a reasonable distance and travel time (forty-five (45) minutes or less) from all points within the boundaries of the District to facilitate quality and timely service. If the facility(ies) is/are not currently in the possession of the proposer, documentation must be provided to demonstrate the availability of the location during the term of the Contract(s) that the District seeks to award. Failure to address the location or to provide an unreasonable or unsuitable location for servicing the contract proposed may affect scores on Fleet inspection, maintenance schedule and safety.

3. The District will closely monitor D.O.T. bus inspection out-of-service percentage rates and generally desire an OOS rate that is 5% or less. Small buses/vans shall be safely parked and secured at the Contractor's location. Each proposer shall provide the exact location of its nearest established maintenance facility that meets current D.O.T. requirements.

4. The District reserves the right to inspect the proposed bus/van storage, maintenance, and repair facility(ies) to determine its/their adequacy prior to the award of a 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.

Section 6: Personnel

1. Due to the daily involvement and management requirements of a transportation system of the District's size, each Contractor must have a fully qualified staff necessary to carry out effectively the requirements of the contract, including safety and road supervisors/trainers, dispatcher(s) and terminal managers as specified in this RFP.

2. Each Contractor must supply properly certified, qualified New York State school bus/van drivers and bus/van attendants/monitors. Each driver shall be properly trained and shall hold the proper class license to operate the vehicle being operated. The license will always be in each driver's possession when they are performing services under an awarded Contract. The payment of tuition for bus/van driver training school to certify and to qualify bus drivers will be at the expense of the proposer and/or the driver – not the expense of the District.

3. All transportation personnel involved in the performance of Contractor's services to the District pursuant to a contract awarded as a result of this RFP shall be the responsibility of the Contractor and shall be Contractor's employees. All bus/van drivers, mechanics, and bus/van attendants/monitors 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 driver 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, driving assistants, bus/van attendants/monitors) pursuant to all Federal Department of Transportation, State Education Department, and State Department of Motor Vehicles regulations.

4. The responsibility for hiring and discharging personnel with respect to all obligations arising from an awarded 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 District or its Superintendent of Schools or the designee(s) of the Superintendent of Schools shall have the right to remove any person (e.g., driver, attendant/monitor or office personnel) who in their opinion will detract from the safe and efficient operation of school buses/vans and/or the safety of the pupils thereon under the Contract. The Board reserves the right for the Superintendent of Schools, in the exercise

of the Superintendent's sound discretion, to reject drivers or attendants or to direct that they be replaced for any reason. If the Superintendent of Schools exercises this right, Contractor will indemnify and hold the District, its Board of Education, officers, employees and representatives harmless from any and all claims the employee may have in connection with the District's request for removal.

5. The Contractor shall provide adequate office and safety supervision of the Contractor's obligations under the awarded Contract(s). There shall be no additional cost to the District for these services. The Contractor will employ an SBDI/19A Trainer, and a road supervisor/trainer dedicated to the District. In addition, a dispatcher will be on duty one half (½) hour before the first AM run and one half (½) hour after the last PM run. All of Contractor's staff providing services to the District, including administrative and office personnel, must be approved by the Superintendent of Schools of the School District or the Superintendent's designee(s).

    a. Contractor will hold monthly safety meetings for all employees providing services to the District. Contractor must provide a continuing safety education program for school bus/van drivers, bus/van attendants/monitors and pupils, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect.

6. At least one person must be available so that the lines of communication are maintained between the District and the Contractor during all times that buses/vans are on their scheduled routes. This shall include evenings.

7. The Contractor agrees that no later than 14 days before the first date of service of each school year during the life of the Contract(s), including any contract extensions, a complete list of all regular and substitute drivers and bus/van attendants/monitors, must be submitted to the District with driver abstracts. All information required for regular drivers and bus/van attendants/monitors must also be provided for substitute drivers and bus/van attendants/monitors. This list must be updated and submitted to the District as changes occur due to hiring, quitting, resigning, reassignment at District request and termination. The proposer must also provide the District with a completed NYSED compliance spreadsheet by August 10 and May 10 of each school year. All new drivers and bus/van attendants/monitors and substitute drivers and bus/van attendants/monitors during the year must be interviewed by the District and approved by the Superintendent of Schools prior to performing services for the District.

8. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. A dispatcher shall be on duty from no less than one half (½) hour prior to the time the first bus/van run begins, until one half (½) hour after the time when the last bus/van run is completed. Said dispatcher(s) will maintain contact with the District as necessary. The Contractor's dispatcher(s) shall be responsible to contact parents, schools, or childcare locations when buses/vans are running late, or a parent/authorized party is not at the pick-up point when a parent/authorized party is required by District policy or direction to be at the pick-up point.

a. The Contractor shall be responsible for maintaining services and facilities each day. The dispatcher must be thoroughly familiar with safety regulations, and all routes and driver and attendant/monitor daily assignments. The dispatcher must be able to answer all reasonable questions on the day's operations.

b. The dispatcher must be thoroughly familiar with the geography of the District, prevailing traffic patterns and bus/van routing procedures in effect. The dispatcher shall further have the authority to send a substitute driver and bus/van to cover for any bus/van having mechanical difficulty and/or any type of accident.

c. The Contractor shall provide direct private line telephone equipment and service between Contractor's dispatch operations center and the District's Transportation Office.

9. 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 buses/vans utilized under the terms of its Contract(s) with the District.

10. 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 District. **In addition, the Contractor must provide the District with an emergency phone number that can be used to reach the Contractor 24 hours a day/7 day a week**.

11. The Contractor's driver work force shall be maintained at a level large enough to support the daily operational needs of the District's transportation program(s), with spare drivers in sufficient numbers to handle any emergency situation and cover all necessary routes, trips and/or runs as required by the District.

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

12. The District shall be notified daily of any driver or bus/van attendant/monitor absences on AM and/or PM runs. In the event that a substitute driver is utilized, the District must be immediately notified. A substitute driver must be provided from the list submitted as set forth above (see item #7 in this section). Substitute drivers must meet all of the requirements herein and shall be fully familiar with the driving area and routes of the District.

13. Each bus/van utilized in performing services for any pupil with special needs will have a school bus/van attendant in addition to the driver; the school bus/van attendant may be

an employee of the Contractor or the District at the discretion of the Board of Education. Each such employee shall be fully capable of lifting and seating pupils when required. The District reserves the right to assign District employees as school bus attendants to any route in its sole discretion.

14. Bus/Van Drivers and Bus/Van Attendants/Monitors:

    a. Each proposed regular or substitute school bus/van driver must be twenty-one years of age or older. Each proposed regular or substitute bus/van attendant/monitor must nineteen years of age or older. The District reserves the right to require the Contractor to assign experienced drivers and attendants/monitors to the most sensitive routes.

    b. Each regular or substitute school bus/van driver and each bus/van attendant/monitor shall be examined by a physician prior to beginning service. An examination to determine the physical condition of each driver shall be reported by the physician on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law and Section 156.3 of the Regulations of the Commissioner of Education. Such physical examinations shall be conducted no less than four (4) weeks prior to the beginning of service in each school year. The costs of such examinations shall be paid by the Contractor and/or the drivers and attendants/monitors.

    c. The District reserves the right to have their doctor examine anyone providing service under a pupil transportation contract. The cost of the school physician will be borne by the District unless said examination is conducted as a result of the Contractor's failure to comply with Section 156.3, in which case the cost will be charged to the Contractor. Anyone with conditions including, but not limited to, blood pressure and/or diabetic problems may be examined by the School District physician periodically at the District, at the discretion of the District.

    d. All drivers and bus/van attendants/monitors 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 Successful Proposer must maintain a drug-testing program for transportation employees, including, but not limited to, pre-employment, post-accident, for cause and return to duty testing.

    e. The Bus Driver 19 A/SED checklist must be submitted annually to the District for each driver (regular and substitute) and each bus/van attendant/monitor. The Successful Proposer shall further provide proof that all drivers meet the requirements as required in Article 19A of the New York State Department of Motor Vehicles, and the Successful Proposer meets all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721. No regular or substitute driver or bus/van attendant/monitor is to be assigned to perform any part of the contracts awarded as result of this RFP prior to such written approval by the Superintendent of Schools or designee.

f. For each regular or substitute school bus/van driver, the Contractor must submit an annual report of the bus/van driver's driving records for review and approval by the District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Section 156 of the Regulations of the Commissioner of Education and the schedule of the school.

g. Each regular or substitute bus/van driver and each bus/van attendant/monitor must have fingerprinting clearance by governing authorities as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law. The cost of obtaining such fingerprint clearance shall be borne by the Contractor, not the District.

h. Drivers and bus/van attendants/monitors shall comply with all other safety aspects prescribed by Section 156 of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject.

i. Each bus/van driver shall be responsible for filing a daily report that includes the mechanical condition of the bus/van and their pre-trip verification. Each driver is responsible for the filing of student conduct reports with the driver's supervisor, and, upon receipt, the supervisor will transmit such reports to the District's Transportation Office. Said forms are to be kept on file by the Contractor and made available to the Superintendent of Schools of the District or the Superintendent's designee as requested.

j. Regular or substitute drivers and bus/van attendants/monitors will not smoke, use electronic cigarettes, use vaping devices, consume alcoholic substances or carry weapons on the bus/van or any School District property. Contractor's regular or substitute drivers and bus/van attendants/monitors will not eat or drink any liquid on a school bus/van.

    i. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the School District's premises or buses/vans utilized, pursuant to the Contract, by any employee of the Contractor, nor shall any employee of Contractor be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs.

k. Each Proposer must submit a complete list of all school bus/van drivers who are assigned to this contract who have been involved in accidents during the past three years. (If the proposer is the current Contractor, then they are to provide accident records for all drivers currently servicing the District. All other proposers are to provide accident records for current drivers in the proposer's closest operation of equal size or larger in New York.)

l. Drivers and bus/van attendants/monitors will be issued identification cards by the Contractor which must be in their possession at all times that they are performing services in connection with an awarded Contract.

m. Since the action and conduct of the bus/van drivers and bus/van attendants/monitors reflect upon the District and its schools, the District reserves the right to have the Contractor immediately replace drivers and bus/van attendants/monitors the District determines unsatisfactory. The District reserves the right to interview all drivers and bus/van attendants/monitors before they are assigned before the start of the school year and as new drivers are hired during the school year. The Superintendent of Schools or designee shall have the final authority for making determination concerning the acceptability of drivers and bus/van attendants/monitors, and the Superintendent of Schools may require the replacement of a driver or a bus/van attendant/monitor at any time for any reason without being limited to considerations of health and driving records. The Contractor shall hold harmless, defend and indemnify the District from and against any and all claims and damages made against the District in connection with its exercise of its right to reject or request the removal of the Contractor's personnel.

n. Each returning and new driver and bus/van attendants/monitors shall be properly trained, and each driver shall hold the proper class license to operate the buses/vans the driver operates. The license will be in each driver's possession at all times. Bus/van attendants/monitors shall hold the proper credentials to work with children under the awarded Contract(s).

    i. The Contractor must properly investigate the ability and character of all school bus/van drivers (regular and substitute) and bus/van attendants/monitors and must certify to the Superintendent of Schools, in writing, that each such driver and bus/van attendant/monitor is properly trained, certified, and possesses the required ability and character to perform the required services for the District.

    ii. 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 regular and substitute drivers and bus/van attendants/monitors. Should it come to the attention of the Contractor that any regular or substitute driver or bus/van attendant/monitor has been or is reputed to have been involved in any crimes or acts 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 and to immediately inform, in writing, the Superintendent of Schools or the Superintendent's designee. Of particular importance would be moral crimes or automobile accidents. Such notice to the District shall be provided even if the Contractor has not yet completed an investigation of the act(s) or allegation(s) at issue.

o. Each driver, with the assistance of the bus/van attendant/monitor, if applicable, will be responsible for complete control of the bus/van. Each driver, with the assistance of the bus/van attendant/monitor, if applicable, will be responsible for the pupil management of the bus/van and will have commensurate authority to cope with this responsibility. Violation of good conduct and improper behavior on the part of the pupils shall be handled strictly according to the procedures in effect during the

term of the Contract. It is of paramount importance that the drivers and bus/van monitor/attendants maintain good order on the school buses/vans. Drivers and bus/van attendants/monitors may be required to attend suspension or corrective hearings in relation to the poor bus/van conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall be borne by the Contractor.

p. Each driver and bus/van attendant/monitor must be able to communicate both verbally and in writing, as necessary, in English to execute their responsibilities in performing services pursuant to the awarded Contract(s).

q. It will be the duty of the driver and the bus/van attendant/monitor through the Contractor's dispatch/management staff and written incident reporting procedures to notify the District of all accidents and all other unusual situations that should be brought to the District's attention immediately.

r. Drivers and bus/van attendants/monitors must present a neat personal appearance and be dressed professionally and appropriately. Safety appropriate footwear shall be worn at all times. Open toe shoes are not acceptable.

s. Drivers will keep the interior and exterior of buses/vans in orderly, clean and sanitary condition. The Contractor is responsible for ensuring that any bus/van used in the performance of a Contract with the District is cleaned on the interior daily. The District reserves the right to inspect buses/vans for compliance. Drivers may not permit pupils to help clean buses/vans. 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.

t. Drivers are required to be in the buses/vans during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus/van during p.m. dismissals. Buses/vans are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus/van doors are closed, and the ignition keys are in the driver's possession at all times. Air brakes must be pumped down completely until spring brake engages.

u. Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. Any non-functioning seat belts will put the bus/van out of service and must be repaired in 24 hours.

v. Drivers and bus/van attendants/monitors are required to check all seats on the bus/van every day following each trip or route assignment after unloading pupils, to ensure that pupils or articles have not been left on the bus/van. When a bus/van is parked, a sign indicating that the bus/van has been checked for pupils must be put in the back window, so it is visible from the outside. At the beginning of the next

shift, the sign should be retrieved from the back and brought to the front of the bus/van.

w. Drivers shall not disembark from the school bus/van 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 gear, set the auxiliary brake, and remove the ignition key.

x. Drivers shall admit and discharge only authorized passengers and only at designated bus/vans stops. No kindergarten pupil will be released at a designated bus/van stop without a person in parental relationship to the student or an authorized person present. If there is no one to meet the kindergarten pupil at the bus/van stop, the pupil is to be kept on the bus/van and dispatch is to be notified IMMEDIATELY. Drivers and bus/van attendants/monitors shall cooperate fully in all pupil accounting systems established by the District.

y. 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 District. Drivers and bus/van attendants/monitors must learn the names, bus/van stops and seat assignments (if any) of pupils within 30 days of the start of school.

z. A driver assigned in connection with this contract shall be available for meetings when requested by the Superintendent of Schools or by the Superintendent's designee.

aa. The Contractor will inform all personnel providing services under a pupil transportation Contract with the District that changes in routes, stops or schedules may be made only with the approval of the District. Additionally, prior to transporting pupils 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 on a form to be approved by the District and shall be submitted to the District's Transportation Office prior to the start of the transportation services annually under each pupil transportation contract with the District.

bb. When any driver of a school bus/van shall have been on-duty driving continuously for ten (I0) hours or at separate intervals for ten (I0) hours in the aggregate or work a total of fifteen (15) hours as a bus/van driver and other employment in any twenty-four (24) consecutive hour period, including time for meals, the driver shall not continue to work or again go on duty without having had at least eight (8) consecutive hours off duty. The period of release from duty herein required shall be free from and off the school bus/van, 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/van shall receive at least twenty-four (24) consecutive hours of rest in every calendar week from all employment. The provision of this paragraph shall not apply in case

of accident or Act of God, or a cause not known to the Contractor or to Contractor's officers in charge of transportation services for the District at the time that such driver left the place where the driver last went off duty prior to such delay. Any change in State or Federal law or regulation will supersede this paragraph.

cc. The Contractor shall not reassign drivers after the first four weeks of school, except in the event of a resignation or termination, at the District's request, or with the District's prior approval.

dd. The Contractor will ensure that bus/van drivers and/or bus/van attendants/monitors, 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/van.

ee. When car seats and safety harnesses are needed for specific pupils, they shall be provided by and properly installed by the Contractor at the Contractor's expense. The Contractor shall train the driver and the bus/van attendant/monitor in the proper securement of child restraints in accordance with manufacturer instructions.

ff. All drivers must participate in both classroom and on the road training programs devoted to safety, proper bus/van operation, special education needs, rules and regulations, and first aid. All bus/van attendants/monitors 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 District's Assistant Superintendent for Business & Operations through a written report of said training and driver and attendant/monitor attendance. All bus/van 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 and/ 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 District's Assistant Superintendent for Business & Operations.

gg. Under no circumstances shall the drivers or bus/van attendants/monitors provide parents or person(s) in parental relationship to any of the pupils on their assigned routes or trips with their personal telephone or cellular number(s). All inquiries and/or requests from parents and/or or person(s) in parental relation must be directed to the District's Transportation Office.

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

ii. The Contractor shall be responsible for providing practice and instruction to the drivers and bus/van attendants/monitors 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 pupils shall be held under the general supervision of the District at such times and in such fashion as may be required by the applicable laws and regulations of New York State. Buses/vans will hold school bus/van safety drills as described in 156.3 of the Regulations of the Commissioner of Education at such times and locations as will be designated by School District Officials. The Contractor will provide said services, including (but not limited to) all necessary equipment and staff at no additional cost to the District. All drills shall be conducted in their entirety including actual evacuation drills.

jj. The Contractor shall provide bus/van attendants/monitors on buses/vans as needed and determined by the School District for the purpose of administering epi-pens to pupils that have allergies. The District will provide said bus/van attendants/monitors and bus/van drivers with training for this purpose.

kk. All drivers shall attend Mandatory Sexual Harassment and Child Abuse training and any additional training deemed necessary by the School District, including Dignity for All Students Act and sensitivity training.

ll. The Contractor must submit a copy of its company policies concerning driver recruitment, training, supervision and performance evaluation.

Section 7: Safety

1. The Contractor shall maintain a comprehensive safety program. Proposers shall submit their safety programs with their RFP. Within fourteen (14) days of the award of the proposal, the Successful Proposer shall submit a copy of its safety program as customized for the transportation services to be performed for the District to the District's Transportation Office/Assistant Superintendent for Business & Operations. The Contractor's safety program must comply in all respects with the Regulations of the Commissioner of Education as they apply to safety measures for buses/vans, drivers, and attendants/monitors. The Contractor's safety program will include the training of staff on safety issues and monthly safety meetings for all employees of the Contractor. Each driver and/or attendant/monitor 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. In compliance with Homeland Security, the Contractor will comply with Westchester County's emergency plan. An evacuation drill will be held once a year at no cost to the School District.

2. 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.

3. Each driver is expected to always remain with his/her bus/van, whether at a school building or on the route.

4. It shall be the duty of each driver to operate their bus/van at a reasonable rate of speed at all

times in conformity with the traffic ordinances and regulations governing the use of buses/vans and motor vehicles in Vehicle and Traffic Law and State Education Department Regulation 156.3. Drivers shall not exceed a maximum speed limit of 55 miles per hour on any road within or outside of New York State while driving their bus/van with passengers.

5. Each driver and attendant/monitor shall use all care to guard the pupils, prevent undue crowding and always maintain order in their bus/van without the use of force or fear. Any pupil refusing to obey the driver shall be reported to the district's transportation office immediately.

6. Every driver is responsible for the following: All pupils riding on the buses/vans are to board and be discharged at designated stops only. Stops at any other location are strictly prohibited. Courtesy stops are prohibited. Unauthorized passengers are prohibited. All pupils are to enter and leave the vehicle at roadside or curbside. Pupils who are designated crossers **should not** cross before the arrival of the bus/van in the morning (so the bus/van driver can signal them to cross) and shall cross before the departure of the bus/van in the afternoon. Pupils should wait at their designated bus stop and cross following the instructions provided by the Driver as per specified by NYSED.

7. Each bus/van shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in the State Education Department training program.

8. The Contractor will hold school bus/van safety drills as described in 156.3(g) of the Regulations of the Commissioner of Education at such times and locations as will be designated by school officials. The first emergency drills shall be conducted during the first week of the school term. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as means of escape in case of fire or accident. The Contactor shall, when requested, provide buses/vans and drivers for pupil emergency bus/van evacuation drills, according to the Regulations of the Commissioner of the New York State Education Department, as well as new student bus/van safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.

9. The Contractor's employees shall not smoke or vape on District premises, within buildings of the District or within Contractor-owned buses/vans.

10. Pupils from other school districts may be transported on buses/vans under contract to the School District under shared service agreements without additional charge.

11. Drivers must always have accurate up-to-date student lists on board the school bus/van.

12. The District reserves the right to conduct unannounced driver evaluations, facilitated by a state approved school bus/van driver training instructor, as it deems necessary, with all costs to be borne by the Contractor.

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

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

15. Under no circumstances shall a driver refuse to pick up or discharge a pupil at an established school bus/van stop, unless authorized by the District, nor shall a driver remove a pupil from a bus/van providing services pursuant to a transportation contract with the District before reaching the pupil's intended destination, except in the case of an emergency, which jeopardizes the health and safety of a pupil. In any such emergency where a driver removes a pupil from a bus/van providing services pursuant to a transportation contract with the District before reaching the pupil's intended destination, the driver must take reasonable steps to ensure the safety of the pupils, including any pupil who has been discharged from the school bus/van, and must immediately notify the District of such emergency.

16. The Contractor will follow all practices that have been established in the District for procedural response to school bus/van accidents and incidents. In the event of any accident or incident involving the operation of a school bus/van, the Contractor must immediately notify the Superintendent of Schools of the District, the New York State Department of Transportation, the New York 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 District's Transportation and Business Offices.

17. 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 District and/or the property of its residents. The Contractor shall be required to make the necessary repairs at its sole expense, as soon as possible after the damage occurs, for any property damaged by the Contractor, its employees, or agents.

18. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to immediately notify the District Transportation and Business Offices of all accidents and all other unusual situations. These instances shall be brought to the District's attention immediately.

19. The Contractor shall comply in all respects with the requirements of 8 NYCRR Part 156.3.

Section 8: District and Contractor Responsibility

1. The Contractor will provide school buses/vans and supplies when specified. The Contractor will employ school bus/van drivers and provide supervision over the operation of the school buses/vans. The Contractor will provide insurance. If there is any question about mileage or route timing as stated in the specifications or the Appendices of the RFP, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in his/her proposal. The Contractor will provide the District with New York State DOT BUSNET results four times a year.

2. Technical Plan: Within ninety (90) days of receiving the notice of award of a transportation contract that is the subject of this RFP, a Contractor will provide the District with a technical plan, including specific dates, describing all events leading up to the first day of service under awarded Contract(s). Such dates should include delivery of any newly leased or purchased buses/vans, delivery of any specialized equipment for the buses/vans, hiring of staff and drivers, execution of dry runs, etc.

3. 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. Section 156.3 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.

    e. DOT Bus Inspection System Profile

4. The Successful Proposer shall be required to furnish the District's representative within eight (8) weeks after the start of school the actual route mileage for each route, unless the New York State Education Department requires earlier notification.

5. School Year and Number of Days: The school year will be a minimum of 180 days with the actual year to be determined by the District through the annual Board of Education adopted calendar and the calendars of the nonpublic schools to which the District provides transportation. This may vary from year to year. When schools are closed for any reason including but not limited to, "Acts of God," transportation is to be furnished on such other days as the Board of Education declares as official school days. The Superintendent of Schools is responsible for determining the closing or delayed opening of school due to emergency conditions. Every effort will be made to make a decision prior to dispatching buses.

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

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 the proposer does for each regular school day. Contractor(s) is obligated to follow the revised time schedule.

8. The Contractor shall prepare and submit to the District a monthly written report of its operations in connection with the District. Said report shall include, but not be limited to, matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline, accidents and required activity, regular route bus/van driver hours, and other items related to the performance of the Contract(s). The Contractor and the District shall meet prior to finalizing the format of this report and the information to be included in the same.

9. The Contractor(s) shall pay all charges and fees necessary and incidental to the lawful conduct of the Contractor(s)'s business. The Contractor(s) shall keep themselves fully informed of existing and future Federal, State and Local laws, ordinances and regulations, and District policy(ies) that in any manner may affect the fulfillment of the Contract(s) and the Contractor(s) shall at all times fully comply with the same.

10. Books and Records: The Contractor(s) shall consent to and agree to audits of any and all financial records relating to the Contract(s) awarded as a result of this RFP by the Department of Audit and Control as required by Section 3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract(s) may be examined at a mutually agreeable time by duly authorized representatives of the District. The Contractor shall maintain all financial records relating to the Contract(s) for three (3) years after termination of the Contract(s).

11. Data Security and Privacy in Compliance with Education Law Section 2-d: The Successful Proposer(s) acknowledges that in performing the Contract(s) awarded to the Successful Proposer(s) and its owners, operators, officers, directors, employees (including but not be drivers and attendants/monitors), agents, and subcontractors may have access to confidential pupil records and personally identifiable data and/or information concerning pupils. The Successful Proposer(s) will be required to complete, sign and comply with the Data Security and Privacy Plan contained in Appendix G, which Plan will be an Addendum to any contract awarded as a result of this RFP. Proposers agree that the terms used in the Data Security and Privacy Plan shall have the same meanings as those found in New York Education Law Section 2-d (1) and the Regulations of the New York Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules, and Regulations (8 NYCRR § 121.1). For purposes of the Contract(s) awarded as result of this RFP, the Successful Proposer(s) agrees that the definition of Confidential Information includes all documentary, electronic and oral information made known to the Successful Proposer(s)

and its owners, operators, officers, directors, employees, agents, and subcontractors through any activity related to the Contract(s) and such Confidential Information shall not be disclosed to any third-party without the express prior written permission of the District. The Successful Proposer(s) understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of the Contract(s) and the Data Security and Privacy Plan that will be an Addendum to the Contract(s). The Successful Proposer(s) agrees that if the proposer receives a subpoena to divulge Confidential Information, the proposer shall notify the District prior to divulging the same. The Successful Proposer(s) understand and acknowledge that the parents and/or guardians of pupils attending the District have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by the Successful Proposer(s). The Successful Proposer(s) further agrees that the terms and conditions set forth in this paragraph shall survive the expiration and/or termination of the Contract(s) awarded to the Successful Proposer(s) as a result of this RFP.

Section 9: Routes and Route Scheduling

1. All routes shall be designed consistent with Board of Education Policy and shall be designed to maximize efficiency and minimize costs to the District. All routes will be generated and approved by the District. Route scheduling will be performed and established by the District. The District currently uses Transfinder Plus routing software to develop routes and calculate route times. No route changes shall be made by the Contractor(s) or any driver employed by the Contractor(s) without the prior writtenapproval of the District's Transportation Office. The Contractor may suggest changes to routes to enhance efficiency or safety or for other reasons, but no change will be implemented unless and until approved in writing by the District's Transportation Office.

    a. Current route schedules and destinations are available from the District, upon the request of a proposer. These schedules and routes may be modified in the sole discretion of the District. Notwithstanding the foregoing, each proposer is responsible for obtaining and reviewing all information necessary for the preparation of the proposer's proposal.

2. The District utilizes midday routes between the AM and PM runs. These routes are used to provide student transportation in a variety of circumstances including but not limited to student transportation to and from BOCES, to and from special education programs/placements, between District schools for special events, and other purposes. The lump sum bus/van cost for the to and from school transportation contract during the regular school year (September to June) shall include these midday routes.

3. The Board of Education reserves the right to set up all routes, to change any and all routes, change times routes are to be operated, modify school schedules, modify bus/van stops and any other such adjustments desired by the Board without additional compensation to the Contractor, except to the extent such changes increase the number of buses/vans to be utilized, which additional buses/vans will be provided at the per bus/van rates of the applicable Contract.

The proposers acknowledge and agree that such changes may result in less compensation to the Contractor if the number of buses/vans to be used is reduced. Any such changes shall be implemented by the Contractor as soon as possible but not more than seventy-two (72) hours after receiving notice of the change from the District.

4. After the Contract(s) are awarded as a result of this RFP, the Board of Education and/or the District's Superintendent of Schools, Assistant Superintendent for Business & Operations and/or Director of Transportation reserves the right to add or delete buses/vans from the number originally projected as needed for the applicable Contract. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined by the same price per bus/van per year as stated in the applicable awarded Contract, pro- rated for the unexpired days in the school year when the change is made for less than the full school year. The school year is assumed to consist of one hundred and eighty (180) student school days for the purpose of this computation for regular school year contracts and thirty (30) school days for the summer transportation contract. The District shall not be liable for any extra services or increased compensation unless authorized by the District's written order. The Successful Proposer guarantees that it will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional buses/vans as "adds," reduce buses/vans as "deletes," or modify daily usage schedules, as needed according to the prices set forth in the awarded Contract(s).

5. The District reserves the right to add or delete pupils from a route as it is deemed necessary to maintain a balanced school bus/van ridership.

6. No routes are to be doubled by the Contractor. The Contractor will provide a schematic indicating the assigned driver's name and bus/van number prior to the start of school each year and updated whenever permanent driver changes are made with the prior approval of the District.

7. Transportation beyond the usual may be necessary at times and places during September through June. This additional service shall be supplied by the contractor at NO extra cost to the District. Examples of additional transportation that will be provided are exam schedules including exams at sites to be announced, Kindergarten orientation, evacuation drills, etc.

8. With regard to 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 the Contractor does for each regular school day. Contractor is obligated to follow all revised time schedules provided in such instances by the District. The Contractor is further responsible for obtaining and following all calendars for BOCES and the In-and-Out-of-District private and parochial program locations to which the Contractor provides transportation under the awarded Contract(s). There shall be no charge for midday trips and schedule changes.

9. The service contracted on a regular route is mutually understood to be contingent on the time schedules set forth in the regular routes developed by the District for each school year. The Contractor shall also provide at no additional cost:

    a. District-wide midday dismissals when required, as determined by the District.

    b. Delayed openings and early dismissals as per calendars provided by the District (e.g. for parent conferences, special events, staff professional development) and as determined by the Superintendent of Schools for emergency circumstances (e.g., inclement weather, utility outage, gas leak, regional safety concern, etc.).

    c. Late activity routes for the Districts middle schools and high schools as per published schedules.

    d. Comparable transportation to and from BOCES and all non-public schools covered by this Contract on days when the District has other than regular arrival or dismissal schedules.

    e. Comparable transportation for non-public schools on days when public schools are closed for any reason.

    f. Transportation following student dismissal as required in the discretion of the District during January and June examination weeks in the District's high schools as well as any and all BOCES and /or non-public schools to which transportation is provided under the Contract.

    g. Dismissal as required during June examination week at the middle and elementary schools of the District, as well as any and all non-public schools to which transportation is provided under the Contract(s).

    h. Transportation following student dismissal as required in the discretion of the District during June examination week at the middle and elementary schools of the School District as well as any and all BOCES and /or non-public schools to which transportation is provided under the Contract(s).

10. On all days including those days on which it snows, when the roads are icy, and other days when transportation may be deemed dangerous, only the District's Superintendent of Schools or the Superintendent's designee has the right and duty to determine if school will be canceled or delayed. The Contractor will be required to consult with the District's Superintendent of Schools or the Superintendent's designee, during times of inclement weather, about road conditions and the potential of delaying or closing school. The Contractor shall provide the regularly scheduled buses/vans if schools are closed early on any school day due to weather conditions or other emergency declared by the Superintendent of Schools of the School District. It is understood that time is of the essence in providing such buses/vans, and that such buses/vans will be provided as soon as possible, but in no event will the arrival of the buses/vans at the designated locations within the District be more than one (l) hour after notification is given to the Contractor by the District. The Contractor will hold

vehicles and drivers until such time that he/she is notified by the Superintendent of Schools or designee that there will be no transportation of pupils for the particular day at issue. The Superintendent of Schools or the Superintendent's designee is responsible fordetermining whether to close, delay or open schools due to emergency conditions.

11. It is understood that on those days that public schools are closed and the non-public schools and/or BOCES schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools at no additional cost to the District.

12. The District practice is NOT to schedule buses/vans to traverse, cross, or go over railroad tracks or crossings, in the provision of student transportation, but it may be necessary if there is no alternative to crossing a railroad track.

13. Pupils will be delivered to their respective school, and buses/vans shall arrive at their respective school for dismissal at the times determined by the District. Buses/vans must arrive ten (10) minutes prior to the school's dismissal time.

Section 10: Insurance

1. Notwithstanding any terms, conditions or provisions, in any other writing between the District and the Contractor(s), each 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 A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District.

    b. State that the organization's coverage shall be primary and noncontributory coverage for the District, its Board of Education, 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 rest 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(s) that are covered by the liability policies.

    b. At the District's request, the Contractor(s) shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and

forms. If requested, the Contractor(s) will provide a copy of the policy endorsements and forms.

4. The Contractor(s) 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 buses/motor vehicles.

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

6. The Contractor(s) 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 Contractor(s) is/are 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 the same shall not be deemed a waiver of any rights held by the District.

7. The Contractor further acknowledges that the procurement of the insurance required herein is intended to benefit not only the District but also the District's insurer.

8. The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date. Renewals are to be deposited with the District before expiration of coverage.

a. Certificates of Insurance and Performance Bond must be received prior to the expiration of the previous document. A Contractor's failure to do so will result in $1,000.00 per day being deducted from the Contractor's compensation until Certificates of Insurance and Performance Bond are submitted.

9. **Contractors are to forward their certificates of insurance at least 30 days prior to commencement of it services for the 2026-2027 school year with Dr. Ann Vaccaro-Teich, Assistant Superintendent for Business & Operations, White Plains City School District, 5 Homeside Lane, White Plains, NY 10605.**

   a. Proposers shall include certificates of insurance for all existing policies in their proposal. This contract will not be awarded without a certificate of insurance.

Section 11: Performance Bond

1. Each proposer must submit with the proposer's proposal a written certification from its bonding company that , if said proposer is awarded a transportation contract as a result of this RFP, the bonding company is prepared to make, execute, and deliver to the Districta valid performance bond bonding said Successful Proposer in their performance of the awarded transportation contract(s), in a sum equal to the full (100%) estimated value of each transportation Contract for to and from school (September to June, Summer) based on the number of school buses/vans used in the preceding contract term for the 2026-2027 school year, shall be the estimated number of school buses/vans used for the proposal bond, subject to adjustment up until August 1, 2026 for the regular school contract. Ifawarded the contract pursuant to its proposal, the Successful Proposer will be required to make, execute, and deliver such performance bond issued by a bonding company duly licensed to do business in the State of New York and approved by the District's attorney,to the District's Assistant Superintendent for Business & Operations no later than fifteen (15) days before September 1, 2026 for regular school year (September to June).

2. Each Contractor must furnish and maintain an annual Performance Bond(s) for the full (100%) estimated value of each transportation Contract for to and from school (September to June) based on the number of vans used in the contract term. The estimated number of school vans for purposes of the performance bond amount will be provided August 1, 2026 for the regular school year contract with the District from a surety that is admitted and licensed to issue surety insurance in New York State that has an AM Best rating of A- or better. Each Performance Bond shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal and as Acceptable Reinsuring Companies," as amended. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause.

a. Except as otherwise required by the statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgment.
b. The performance bond shall state the school year for which the Contractor's performance is being bonded (e.g. 2026-2027).
c. Such performance bond shall be maintained in full force and effect until the transportation services for the school year covered by the bond have been fully performed.
d. Every Performance 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.

3. The Performance Bond(s) shall be furnished to the District at least fifteen (15) days before the first (1st) of September for regular school year (September to June) transportation contracts. Failure to meet this requirement on an annual basis may result in termination of the Contract at the sole discretion of the District. The Contractor(s) shall pay the premium on this bond. The Contractor is not authorized to proceed until such bonds havebeen reviewed and approved by the District.

4. A rider including the following provisions shall be attached to each Performance 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 modification of the Contract, or forbearance on the part of either the 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(s) by the District in the performance of the 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 District, and the 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 required, first class postage prepaid, to the District.

5. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business in New York is terminated or it ceases to meet the requirements of this Section, the Contractor(s) shall within ten (10) days thereafter substitute another Performance Bond with a new surety, both of which must be acceptable to the District.

6. 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 for which a claim under the Performance Bond may be made by the District regardless of whether the District has assessed and/or collected any nonperformance damages from the Contractor for such

breach.

7. It is hereby expressly provided that if the Contractor(s) 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 the awarded transportation Contract(s) or if it disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a material violation of a provision of the awarded transportation Contract(s), then the District for any such events, after the Board of Education or the Superintendent of Schools or the designee of the Superintendent or Board of Education gives said Contractor and its bonding company three (3) days written notice, terminate the Contractor and seek performance of the Contract(s) by the bonding company. In any such case, the Contractor shall not be entitled to receive any further payment and the District may lawfully expend and apply any monies constituting the unpaid balance of the contract price to either complete the transportation contract by whatever method the District 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 the transportation contract in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said District.

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

9. Any bonding company who submits a performance bond for the transportation contracts that are the subject of this RFP thereby agrees to each and every provision of the awarded Contract(s) and hereby waives notice of any alteration or change in the awarded Contract(s) made or that may be made within the allowable provisions thereof.

Section 12: Hold Harmless

Independently of the above insurance requirements and performance bond requirement, and in addition thereto, to the maximum extent permitted by law, the Contractor(s), being the Successful Proposer(s) pursuant to this RFP, shall indemnify and save the District and its Board of Education, officers, employees, contractors, volunteers and agents harmless from any and all claims and damages for bodily injury to any person or persons, including death and including employees of the Contractor or District, and any property damage incurred by any person or entity, including the District, arising from the ownership, operation, use, including loading and unloading and control of the Contractor's owned, hired, and non-owned buses/vans in its performance of the transportation Contract(s) 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 buses/vans, in whole or in part, of such Contractor, and whether or not due to contributing negligence of said District and/or its Board of Education, officers, employees, contractors, volunteers and agents, if any, so long as not due solely to negligence, if any of said District. The District shall give the Contractor reasonable notice of any such claim received by the District and will cooperate with the

Contractor in the Contractor's defense, litigation, or settlement of such claims or suits at the Contractor's sole expense without recourse to said District for contribution.

Section 13: Award of Contract

1. Each proposal will be received with the understanding that its acceptance, in writing, by the District, following award by the Board of Education, to furnish any or all of the transportation services described in this RFP shall constitute a Contract(s) between the applicable proposer and the District that will be memorialized using the applicable transportation contract form required by the New York State Department of Education ("NYSED") and shall be subject to the approval of the Commissioner of NYSED. The Contract(s) shall bind the Successful Proposer to furnish the labor, equipment and material required in accordance with this RFP and at the prices accepted by the District.

    a. The placing in the mail of a notice of award to a Proposer, to the address given in the proposal, will be considered sufficient notice of acceptance of the proposal and award of the Contract(s) and obligates the Contractor(s) to sign the applicable NYSED transportation contract form. The awarded Contract(s) are contingent upon approval of the Commissioner of NYSED.

2. The District will endeavor to make an award as soon as feasible. All proposals shall remain firm for at least forty-five days. ***After forty-five days, the District reserves the right to make awards to any proposer who has not provided written notice to the District that its proposal has been withdrawn.***

3. It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet or otherwise dispose of the Contract(s) or its right, title, or interest therein, or its power to execute such Contract(s), or any part thereof to any person, company, or corporation, without the previous written consent of the District's Board of Education, the District's Superintendent of Schools, and the Commissioner of Education.

4. The Contractor may not engage subcontractors, hire others to perform all or part of the Contract(s), nor otherwise delegate the Contractor's obligations to perform under the Contract(s), unless the prior written consent of the District has been obtained.

5. Only those children, adults, or other person(s) authorized by the School District to be transported shall be transported under the Contract. The Contractor is not permitted to undertake the transportation of pupils for other school districts or individuals in conjunction with the Contract(s) herein.

6. If the Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) during the term of the Contract(s) or should the Contractor fail, or be delinquent (as determined by the District) in its preparation of the procedures required in meeting the conditions, requirements and specifications of this RFP in a timely fashion, then the Contractor shall be notified in writing by the District. If within ten (10) calendar days after such written notice, the Contractor has

not taken such measures as will, in the sole reasonable opinion of the District, ensure satisfactory progress and performance of the services of the awarded Contract(s), 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, upon declaring the Contractor in default, the School District may upon ten (10) days written notice to the Contractor take one or more of the following actions:

a. Withhold any funds due the Contractor under the applicable Contract(s) and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims which the School District might have against the Contractor;

b. Commence providing the services contracted for with the Contractor, either directly or through another contractor;

c. Call upon the surety that issued the performance bond (if one was required) to the Contractor to fulfill the obligations under the performance bond; and/or

d. Terminate the awarded or extended contract(s).

If the Contractor is declared in default, the Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the district. Said damages will include reasonable attorney's fees incurred in contracting with another party. If the Contractor is declared in default, the District shall only be liable for payment in accordance with the provisions of the awarded contract(s) for services rendered prior to the effective date of termination less any costs and damages suffered by the Districts a result of the Contractor's default.

7. The Public Notice and this RFP (including but not limited to its terms, conditions, specifications, Appendices and any Addenda) shall form a part of the awarded contract(s) and the provisions thereof shall be binding upon the Contractor(s) and the District. The term "Contract Documents" shall include all of the aforesaid together with the Contract(s) itself.

8. Each and every provision of law and clause required by law to be inserted herein or in the Contract(s) shall be deemed to be inserted herein and the Contract(s) shall be read and enforced as though it were included herein and therein, 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(s) shall forthwith be physically amended to make such insertion.

9. It is understood that the Contract(s) to be awarded in no way excludes the District from using its own buses/vans, or services provided by BOCES or other school districts to transport the District's pupils, or in any way limits the District from using other contractors in performing the same or similar transportation services.

10. Any Contract awarded as a result of this RFP is contingent upon the approval after review by the Commissioner of the New York State Education Department with respect to conformance to said Department's requirements. No Contract will become final and binding upon the parties unless and until the approval of said Department with respect to said conformance is received by the District.

11. In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between a provision of the Contract Documents and a provision of state or federal law or regulation, proposers are required to draw such matters to the attention of the District in writing before it submitting their proposals. If a proposer fails to do so, the District shall resolve such ambiguity, inconsistency, error or conflict and the Contractor will be bound by the District's resolution and interpretation.

Section 14: Addition or Deletion of Buses/Vans/Routes

After the Contract(s) are awarded as a result of this RFP, the Board of Education and/or the District's Superintendent of Schools, Assistant Superintendent for Business & Operations and/or Director of Transportation reserve the right to add or delete buses/vans from the number originally projected as needed for the applicable Contract. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined by the same price per bus/van per year as stated in the applicable awarded Contract, pro-rated for the unexpired days in the school year when the change is made for less than the full school year. The school year will be a minimum of one hundred and eighty (180) days for the purpose of this computation for regular school year contracts and thirty (30) school days for the summer transportation contract. The District shall not be liable for any extra services or increased compensation unless authorized by the District's written order. The Successful Proposer guarantees that it will be able to accommodate a variety of changes over the life of the Contract(s) and provide additional buses/vans as "adds," reduce buses/vans as "deletes," or modify daily usage schedules, as needed according to the prices set forth in the awarded Contract(s).

Section 15: Payments

1. The acceptance by the Contractor of the Final Payment for each pupil transportation contract per school year shall release the District of all liability to the Contractor for all services performed in connection with such pupil transportation Contracts and for every act and neglect of the District and others relating to or arising out of the pupil transportation contract(s).

2. Payments of any claim and/or invoice shall not preclude the District from making claims for adjustment on any item found not to have been in accordance with the awarded pupil transportation Contract(s) and this RFP (including but not limited to its conditions and specifications).

3. The District may withhold from the Contractor so much of the payment due the Contractor for the nonperformance damages assessed and such sums, as in the judgment of the

District, may be necessary to assure the payment of just claims then due and unpaid of any persons or entities supplying labor or materials on the Contractor's behalf pursuant to the Contract(s). The District shall have the right, as agent for the Contractor, to apply any amounts so withheld in such manner as the 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.

4. The Contractor shall provide invoices for transportation services rendered to the District. Separate invoices shall be furnished for each transportation contract awarded with supporting documentation including the corresponding purchase order.

5. Payment for services rendered under the provisions of the to and from school during the regular school year Contract, summer school Contract awarded shall be made upon receipt of properly itemized invoices submitted to the District. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment will ordinarily approximate one-tenth (1/10) of the amountof the annual Contract for to and from school transportation during the regular school year(September to June), with a total of ten (10) payments per year. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehiclesused, or other mutually agreed to revision that would affect the total annual cost.

6. At a minimum, invoices for transportation services shall include the following:
   - Name of Transportation Contract
   - Number of buses/vans used to service the School District per day
   - Itemized runs/routes/trips with dates and cost for services performed on behalf of the School District
   - Total Cost per month

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

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

Section 16: Inspection by School District

1. As a condition of this contract, the Contractor agrees to allow School District's Superintendent of Schools, Assistant Superintendent for Business & Operations and/or Director of Transportation on any property connected with the service provided to the District for the purpose of inspection at any time. Furthermore, it is agreed that if it is

deemed necessary by the District due to inadequate service or poor performance,dispatch or management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with the pupil transportation Contract(s) untended to be awarded as a result of this RFP. The cost of the District supplying such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection by School District's Superintendent of Schools, Assistant Superintendent for Business & Operations and/or Director of Transportation.

2. All material, buses/vans, equipment, services and workmanship shall be subject to inspection, examination and test by the District. The selection of bureaus, laboratories and/or agencies for the inspection, examination and test shall be made by the District and District reserves the right to reject all buses/vans, equipment and labor that does not meet the standards set forth in the within this RFP and/or the law.

Section 17: No Strike

1. The Contractor(s) shall only employ labor in connection with awarded pupil transportation Contract(s) capable of working harmoniously. There shall be no strikes, picketing, work stoppages, lockouts, slowdowns or other disruptive activity in connection with Contract(s) on District property or that delays or otherwise interferes with the provisions of transportation services to the District. The Contractor(s) shall be responsible for providing buses/vans, drivers and attendants/monitors 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 without exception. Such costs shall include, but not be limited to, signage, fencing, temporary roads, and security personnel as deemed necessary by the District for the safety of its staff, pupils and other individuals present in the District.

2. If the Contractor(s) has engaged the services of workers and/or subcontractors who are members of trade unions, the Contractor(s) shall make all necessary arrangements to reconcile, without delay, damage or cost to the 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(s) shall ensure that their transportation services to the District continue uninterrupted during the pendency of a labor dispute. The Contractor(s) shall be responsible for any and all costs regardless of the nature of such costs associated with any interruption in transportation services to the District during the pendency of a labor dispute.

Section 18: Compliance with Law

1. Equal Employment and Non-Discrimination: The 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 age, color, creed, handicap

condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status, military status, disability, predisposing genetic characteristics, status as a victim of domestic violence or political opinion or affiliation. Successful Proposer(s) shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, disability, predisposing genetic characteristics, status as a victim of domestic violence, military status, veteran status, or political opinion or affiliation. Such action shall include, although not be limited to the following: employment, upgrading, promotion, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training including apprenticeship. The Successful Proposer(s) agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause. The Successful Proposer(s) states that all qualified applicants shall receive considerations for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status, military status, disability, predisposing genetic characteristics, status as a victim of domestic violence or political opinion or affiliation.

a. The Successful Proposer(s) shall in all solicitations and/or advertisements for employees placed by or on behalf of the Successful Proposer(s) state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status, military status, disability, predisposing genetic characteristics, status as a victim of domestic violence or political opinion or affiliation.

b. The Successful Proposer shall cause any subcontractor engaged to perform any services required by the awarded pupil transportation Contract(s) to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

c. The utilization of minority vendors and subcontractors is encouraged, whenever possible, on public contracts.

2. The Contractor(s) will comply with laws of the State of New York and the requirements of Part 156 of the Regulations of the Commissioner of Education and all applicable federal, state and local laws, rule, regulations and ordinance affecting the awarded pupil transportation Contract(s).

3. The Contractor(s) will comply with the New York State Health and Safety Act, as well as any and all Federal, State and Local laws, rules and/or regulations, regarding toxic and hazardous materials and substances. The District hereby states its intention not to

knowingly purchase or use any product, material or service which may be considered to be, in whole or in part, toxic or hazardous.

a. It shall be the responsibility of the Contractor to inform the District, in writing, regarding the real or suspected toxic or hazardous nature, in whole or in part, of any product, equipment or service which in its implementation, produces an immediate or residual toxic or hazardous consequence or by-product. Said notification shall be provided with the proposal, or at the time purchase is being considered when no proposal is required.

4. The Contractor(s) shall comply with the applicable policies and procedures of the District. The Contractor(s) shall conform to and abide by the policies, rules and regulations of the District as set out in the present written policies, regulations, protocols and rules of the District relevant to student transportation, as modified by current practice, and such other future policies, regulations, protocols and/or rules as may reasonably be required by the District.

Section 19: Contractor Guarantees

1. The Successful Proposer(s) awarded a pupil transportation contract as a result of this RFP warrants and guarantees:
   a. An authorized representative of the proposer has read and understands the terms, conditions, specifications, appendices and addenda of this RFP and proposer's proposal is made in accordance therewith.

   b. An authorized representative of the proposer has visited the District and has familiarized themselves with the local conditions under which the pupil transportation services will be performed.

   c. An authorized representative of the proposer has visited the District and has familiarized themselves with the current transportation routes and requirements of the requested transportation services.

   d. The District may at any time by a written order, require the performance of extra transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices set forth in the awarded Contract(s). The District shall not be liable for any extra work or increased compensation unless authorized by the District’s written order.

   e. Proposer’s price proposal is based upon and offered in accordance with the personnel, buses/vans and equipment described in the terms, conditions, specifications, appendices and addenda of this RFP.

f. Proposer is financially solvent and is experienced in and competent to perform the pupil transportation services and to furnish the materials, buses/vans, personnel, supplies, and equipment required to perform the pupil transportation services sought in this RFP.

g. Proposer shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the awarded pupil transportation Contract(s). The proposer shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in the this RFP. Certificates of Insurance will be submitted no later than 30 days prior to the initiation of each contract year.

h. Proposer 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 proposer and the District.

i. Proposer will comply with the State Occupational Safety and Health Act ("SOSH A") and the 'Toxic Substances Act" (aka "Right to Know Act") with respect to all operations or activities on any of the properties owned or leased by the District.

j. 1. Proposer will not discriminate against any employee or applicant for employment because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status, military status, disability, predisposing genetic characteristics, status as a victim of domestic violence or political opinion or affiliation. Proposer will not so discriminate with reference to, but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

   2. Proposer will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, sexual orientation, gender identity or expression, veteran status, military status, disability, predisposing genetic characteristics, status as a victim of domestic violence or political opinion or affiliation.

k. In accordance with Section 220-E of the Labor Law of the State of New York, with respect to operations performed within the territorial limits of the State of New York:

   i. in the hiring of employees for the performance of the pupil transportation Contract(s) resulting from this RFP, no Contractor, sub-contractor, nor any person acting on behalf of such Contractor or sub-contractor shall for reason of race, color, creed, disability, sex or national origin discriminate

against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates.

ii. no contractor, sub-contractor nor any person on Contractor's behalf will discriminate, in any manner, against or intimidate any employee hired for the performance of work under the pupil transportation Contract(s) resulting from this RFP on account of race, color, creed, disability, sex or national origin.

iii. as prescribed by law, there may be deducted from the amount payable to the Contractor by the District under the pupil transportation Contract(s) resulting from this RFP a penalty of $50 for each person for each calendar day during which such person was discriminated against or intimidated in violation of the provisions of Section 220-E.

iv. the pupil transportation Contract(s) resulting from this RFP may be cancelled or terminated by the District or the State and all monies due, or to become due, to the Contractor under the Contract(s) will be forfeited for a second or any subsequent violation of the terms or conditions of this section of the contract.

l. The Successful Proposer(s) will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. The Successful Proposer(s) agrees to comply with any and all Board of Education policy related to drug and alcohol use.

m. The Successful Proposer(s) will comply with any and all other applicable Federal, State, County and/or local laws, rules and regulations and District policy. The Successful Proposer(s) will be required to obtain any and all permits needed to perform the services and obligations of the awarded Contract(s) and to perform in accordance with all State, County and Local ordinances, rules, regulations and requirements.

n. The Successful Proposer(s) will comply with any and all other applicable Federal, State and/or local laws, rules, and regulations as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.

Section 20: Non-performance Damages

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

2. In addition to other non-performance damages or remedies that may be available to the District in the Contract(s) or pursuant to law, the Contractor(s) agrees seven hundred fifty hundred dollars ($750.00) may be deducted by the District from the Contractor's

subsequent payment for the first occurrence of each of the following defaults, one thousand dollars ($1,000.00) may be deducted for the second occurrence of one of the following defaults and one thousand five hundred dollars ($1,500.00) may deducted for the third occurrence of one of the following defaults:

a. Each time a driver operates a vehicle in service under this contract when they have not received the proper training, instruction, and/or courses as specified herein within the required time period.

b. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while driving a school bus/van.

c. Each time the Contractor provides services with a bus/van that does not have a two-way radio that is operable and can communicate with the base station effectively and efficiently or each time a driver fails to turn on his radio or does not respond when called when there is no reason to be away from the bus/van.

d. Each time 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.

e. Each school day or portion thereof that the Contractor provides contract services with a bus/van that does not fully comply with all specifications and requirements of this RFP or with all applicable laws, including structural and safety provisions.

f. Each time a child is left on a school bus/van unattended (e.g., due to failing to perform or defectively performing a post-route/trip check of the school bus/van or other causes).

g. Each time a driver or attendant/monitor is caught smoking on the bus/van or District property.

h. Each time a driver or attendant/monitor is caught eating or drinking on a school bus/van when driving or when pupils are on board.

i. Each time an accident/incident is not reported to the District immediately/within 30 minutes.

j. Each time a driver or attendant/monitor is used in the performance of the Contract(s) who has not been approved by the District's Superintendent of Schools.

k. Each time a driver is using a cell phone while driving.

l. Each time a driver drops off a kindergarten student without an authorized adult present to receive such student.

m. Each time a school bus/van is used to perform services under the Contract that does not have the proper equipment (e.g., harness, oxygen tank holder, wheelchair tie downs, seat belts, or car seats, etc.).

n. Each time a video camera, the bus/van tracker system or the GPS unit on a school bus/van performing services to the District under the contract(s) is not operating and/or is malfunctioning.

o. Each time an inoperable or malfunctioning video camera, bus/van tracker system or GPS unit on a school bus/van is not repaired or replaced within forty-eight (48) hours.

p. Each time bus/van runs are doubled up without District approval and written authorization.

q. Each time the Contractor or a driver employed by the Contractor has changed bus/van routes without prior written approval by the District.

r. Each time the Contractor transports an unauthorized rider on school bus/van that is performing services to the District under the Contract(s).

s. Each failure to transport the assigned students to or from their designated school within 15 minutes of the starting or dismissal time of the designated school (except when the District confirms adverse weather or unforeseeable traffic conditions prevail).

t. Each failure to provide a spare bus/van within 30 minutes after a bus/van has been reported to have a mechanical failure.

u. Each failure to provide an attendant/monitor on a route designated by the District to have one.

v. Each time a driver changes a designated bus/van stop without prior written approval of the District or a driver makes an authorized stop (including but not limited to a “courtesy stop”).

w. Each time a driver fails to shut off the engine, set the brake, turn the front wheels against the curb or remove the keys from the ignition of a school bus/van when the driver leaves the driver’s seat of such bus/van.

x. Any route covered by a substitute driver where pupils are missed because of the lack of driver training or the failure of the Contractor to provide the driver with the current list of District designated stops on the route.

y. Each time a bus/van driver and/or bus/van attendant/monitor provides their personal number to a parent or legal guardian.

z. Each time the Contractor fails to carry school bus/van route identification signs pursuant to these specifications (per bus/van run).

aa. Failure to conduct "dry runs" and/or to submit documentation verifying the “dry runs” were conducted.

3. Certificates of insurance must be received prior to the expiration of the previous certificate of insurance. The sum of $1000.00 a day will be deducted from payments due to the Contractor(s) for each day an expired certificate of insurance has not been replaced.

4. If a Performance Bond is submitted by the date specified in Section 11 of this RFP, then the sum of $1000.00 will be deducted from payments due to the Contractor for each day past the required submission date the Performance Bond is provided.

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

5. In addition to the nonperformance damages set forth above, 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 District shall have the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the Contractor. There will be no payment to the Contractor for days when no service is provided, and the Contractor is responsible for all financial liability incurred by the District to provide pupil transportation by other means.

6. The Contractor shall be liable for all damage suffered by the District occurring as a result of work stoppage, slowdowns, disputes or strikes of the Contractor’s employees.

Section 21: Termination

1. The Contractor(s) understands that in the event of failure, omission or neglect of the Contractor(s) to observe the terms, conditions, specifications, rules and regulations contained in the Contract(s), in federal law, in the laws of New York or in the Regulations of the New York Commissioner of Education, Department of Transportation or Department of Motor Vehicles, and the said neglect, failure or omission continues or persists after not less than five (5) days prior written notice thereof is provided to the Contractor(s) by the District via certified mail or overnight mail to the office and address of the Contractor as indicated in the Form of Proposal, then the District may take any one or more of the following actions:

    a. Terminate the Contract(s), in whole or in part, at the District's sole discretion because of unsatisfactory service, unsafe operation and/or practice, improper maintenance of vehicles, or assignment of unqualified and/or incompetent personnel. If the Contract(s) is so terminated, the District shall only be liable for payment in accordance with the provisions of the Contract(s) for services rendered prior to the effective date of termination.

    b. The District may procure the terminated transportation services from a satisfactory proposer, or from any other source the District deems acceptable. The Contractor shall be responsible for all costs incurred by the District as a result of its failure to comply with the terms and conditions of its Contract(s) with the District, including, but not limited to the difference between the cost of substitute services.

    c. Call upon the surety that issued the Performance Bond to the Contractor(s) to fulfill the obligations of the Contract for which the Performance Bond was issued.

2. As stated in paragraph 1 of this Section 21, the District has the right to terminate the Contract(s) where the Contractor(s) has failed to meet its obligations under the Contract(s) upon prior written notice to the Contractor. It is understood and agreed by the Contractor that the assessment of nonperformance damages set forth in these specifications above shall be in addition to the rights of the District set forth in paragraph1 of this Section 21.

3. In the case of termination of the Contract(s), the District shall also have all other remedies to which it is entitled by law or the Contract(s). The rights of the District under this Section 21 shall not impede or limit any other rights or remedies the District may have in equity or in law as result of the Contractor(s) actions or omissions, which rights and remedies shall be in addition to, not in lieu thereof.

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

Section 22: Disputes

1. In case of any ambiguity, inconsistency or error in any of the Contract Documents or of a conflict between a provision of the Contract Documents and provisions of a State Law or regulation, the proposer is required to draw such matter to the attention of the Superintendent or the Superintendent's designee before proposer submits proposer's proposal.

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

Section 23: Evaluation of Proposal

1. Proposals will be evaluated by a committee established by the District using the criteria set forth in the public notice soliciting proposals.

2. Proposals for transportation must include prices using the format of the form in the Appendix B to this RFP. For evaluation purposes, the cost of the proposals will be determined as set forth in Section 1. All proposals must include signed, Non-Collusive Proposal Certification, Hold Harmless Agreement, Iran Divestment Act Certification, Sexual Harassment Policy and Training Certification, Affidavit regarding criminal history check and former and pending lawsuits, Conflict of Interest Certification, and Proposer Warranties in the format of the form included in Appendix C to this RFP.

Section 24: Zero Emission Requirement

1. Proposers must describe how the Contractor intends to convert their respective New York State school bus/van fleets to all electrical zero-emissions school buses/vans by 2035, including a timeline for the actions therein and for the installation of the necessary charging and repair equipment and infrastructure.

2. Unless New York State laws and regulations are amended or rescinded or the District obtains a waiver from NYSED, any bus/van purchased after June 30, 2027 that will be used to provide services to the District must be a zero emission bus/van. Unless New York State laws and regulations are amended or rescinded, all buses/vans providing services to the District on and after July 1, 2035 must be zero emission buses/vans.

Section 25: Force Majeure

1. In the event the performance of the Contractor(s) provision or delivery of transportation services is rendered impossible or delayed by events beyond the control of parties, including but not limited to: war, social unrest, labor disputes other than those disputes of the Contractors work force or employees, acts of God, public health emergency, epidemic, pandemic, or regulations or restrictions imposed by any government or governmental agency, the School District shall not be liable to the Contractor for any service not provided as contemplated herein, nor shall the School District be liable to the Contractor for any (a) payments for service not performed; (b) payments associated with the Contractors overhead/profit; or (c) Contractors expenses which arise as a result of the events which have rendered performance of the Contractor's service impossible or delayed, except

where such costs are required to be paid pursuant to federal or state law, or Executive Order issued by the state or federal government.

Section 26: Miscellaneous Provisions

1. After the Contract(s) is/are awarded, the District reserves the right to provide transportation services on a cooperative basis with other school districts and/or municipal agencies or organizations at its sole discretion. In the event that the District decides to utilize said transportation services cooperatively and/or remove routes and/or school buses/vans from the contracted services awarded to the Contractor(s), the Contractor(s) expressly acknowledges that it shall have no right to claim that said routes and/or Contract(s) are owned by the Contractor(s). Accordingly, under no circumstance shall the District be liable to the Contractor for damages, at law or in equity, for utilizing other transportation services.

2. 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.

3. New York State strives to promote equality of economic opportunities for minority and women-owned business enterprises. New York State encourages including minority and women-owned business enterprises ("MWBEs") as proposers, subcontractors and suppliers on public procurement contracts. By submitting a proposal, the proposer certifies that if proposer is awarded a Contract(s), (a) Successful Proposer will make commercially reasonable good faith efforts to utilize suppliers that are certified MWBEs, (b) to the extent subcontracting is needed and permitted by the District, proposer will make commercially reasonable good faith efforts to utilize subcontractors, who are certified MWBEs and (c) proposer will retain documentation of these efforts to be provided upon request to the District, New York State and/or an agency or department of the United States government. Such commercially reasonable good faith efforts shall include but not be limited to (1) placing qualified small businesses, minority owned businesses and women owned businesses on solicitations lists and assuring they are solicited whenever they are potential suppliers or subcontractors (if subcontracting is permitted by the District); (2) divide total requirements when economically feasible into smaller tasks or quantities to permit maximum participation by small businesses, minority owned businesses and women owned businesses; and (3) using the services and assistance of such organizations as the Small Business Administration and the Minority Business Development agency of the U.S. Department of Commerce when seeking suppliers or subcontractors Evidence of good faith efforts shall include, but not be limited to, the following: (a) copies of solicitations to MWBEs and any responses thereto; (b) explanation of the specific reasons each MWBE that responded to such solicitations was not selected; and (c) explanation of the specific steps undertaken for the purpose of subcontracting with or obtaining supplies from certified MWBEs.

4. If the awarded Contract(s) will be funded in whole or in part by funds from a federal grant, then during the performance of the awarded Contract(s), in addition to the above-requirements, the proposer awarded a Contract(s) as a result of this RFP agrees as follows:

    a. The proposer will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The proposer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be 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 proposer agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

    b. The proposer will, in all solicitations or advancements for employees placed by or on behalf of the proposer, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

    c. The proposer will not discharge or in any other manner discriminate against any employee or applicant for employment, because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the proposer's legal duty to furnish information.

    d. The proposer will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the proposer's commitments under Section 202 of Executive Order No. 11246 of the President of the United States of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

e. The proposer will comply with all provisions of Executive Order No. 11246 of the President of the United States of September 24, 1965, and of the rules, regulations, and relevant orders of the United States Secretary of Labor.

f. The proposer will furnish all information and reports required by Executive Order No. 11246 of the President of the United States of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the School District and the United States Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

g. In the event of the proposer's noncompliance with the nondiscrimination clauses of this RFP or with any of such rules, regulations, or orders, the awarded Contract may be cancelled, terminated, or suspended in whole or in part and the proposer may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of President of the United States of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of President of the United States of September 24, 1965, or by rule, regulation, or order of the United States Secretary of Labor, or as otherwise provided by law.

h. The proposer will include the provisions of paragraphs (a) through (g) in every subcontract or purchase order issued with respect to any Contract awarded as a result of this RFP unless exempted by rules, regulations, or orders of the United States Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of President of the United States of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The proposer will take such action with respect to any subcontract or purchase order as may be directed by the United States Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event the proposer becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the proposer may request the United States to enter into such litigation to protect the interests of the United States.

5. The proposer to whom a contract is awarded also must comply with the *Davis*-Bacon Act, 40 U.S.C. § 3141 et seq., as supplemented by regulations of the U.S. Department of Labor, 29 CFR Part 5, which requires the proposer to pay wages to laborers and mechanics at a rate not less than prevailing wages specified in a wage determination made by the U.S. Secretary of Labor. The proposer to whom a contract is awarded must pay wages not less than once a week.

6. The proposer to whom a contract is awarded must comply with Copeland "Anti-Kickback" Act, 40 U.S.C. § 3145, as supplemented by Department of Labor regulations, 29 CFR Part 3, which prohibits each proposer awarded a Contract from inducing, by any means, any person employed to complete the public work that is the subject of the Contract to give up any part of the compensation to which he or she is otherwise entitled.

7. The proposer to whom a contract is awarded must comply with Sections 3702 and 3704 of the Contract Work Hours and Safety Standards Act, 40 U.S.C. § 3701 et seq., as supplemented by regulations of the U.S. Department of Labor, 29 CFR Part 5. Section 3702 of the Contract Work Hours and Safety Standards Act requires the proposer to compute the wages of every mechanic and laborer on the basis of a standard work week of forty (40) hours and allows work in excess of forty (40) hours provided the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of forty (40) hours in a work week. Section 3704 of the Contract Work Hours and Safety Standards Act prohibits requiring any laborer or mechanic to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous.

8. The proposer to whom a Contract is awarded must comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, 42 U.S.C. § 7401, et seq., and the Federal Water Pollution Control Act as amended, 33 U.S.C. § 1251 et seq.

9. The proposer to whom a contract is awarded must comply with the Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 by filing the required certification that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress or an employee of a member of Congress in connection with obtaining a federal contract, grant or any other award covered by 31 U.S.C. § 1352. In addition, in compliance with the Byrd Anti-Lobbying Amendment, the proposer to whom a Contract is awarded must also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

10. The proposer to whom a contract is awarded must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, which requirements include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR Part 247 that contain the highest percentage of recovered materials practicable where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000

White Plains City School District5 Homeside Lane White Plains, NY 10605

Appendices and RFP Forms

White Plains City School District

APPENDIX A

Description of 2026-2027 Transportation Operations

This Appendix contains a current role out sheet of the District's Out of District operation for the 2026-2027 school year. Currently, for the regular school year (September 2026 to June 2027) to and from school program, the District utilizes 13 small buses/vans, 1 wheelchair bus, and 10 attendants/monitors to service out of district routes. The District reserves the right to change the number of buses and routes per day based upon changes in enrollment, changes in school schedules, availability of transportation services from other school districts, BOCES or other Contractors.

The District reserves the right to add or delete a number of contract buses/vans at the proposed per bus/van price. The buses/vans utilized to perform to and from school transportation services small buses/vans (28/30 pupil capacity), wheelchair buses/vans, and buses/vans with seven or less passengers) are to be dedicated to and available to service the District from the first pick-up of the day until the last student is discharged from the last late bus/van.

The following is a list of possible out of district schools for which home to school transportation by small bus/van is being sought pursuant to this RFP for the 2026-2027 school year. The anticipated start and end times of each school for the 2026-2027 school year have been provided.

Name	Start Time	Finish Time
CPW AM (Cerebral Palsy of WC) 1186 King St, Rye Brook, NY 10573 **(Wheelchair equipped vehicle)**	8:40 AM	2:30 PM
Eastchester HS/MS 550 White Plains Rd, Eastchester, NY 10709	7:15 AM	2:30 PM
Ferncliff 1154 Saw Mill River Rd, Yonkers, NY 10710	9:00 AM	2:35 PM
Green Chimneys 400 Doansburg Rd, Brewster, NY 10509	8:30 AM	2:30 PM
Gersh Academy 113-09 Springfield Blvd, Queens Village, NY 11429	8:00 AM	4:30 PM
John Coleman-Elizabeth Seton 317 North St, White Plains, NY 10605	8:30 AM	2:30 PM
Mahopac Falls Academy 100 Myrtle Ave, Mahopac, NY 10541	8:00 AM	2:20 PM
Mahopac HS 412 Baldwin Place Rd, Mahopac, NY 10541	7:00 AM	2:15 PM
NYI Special Education 999 Pelham Pkwy, Bronx, NY 10469	8:15 AM	2:20 PM
Rising Ground 501 Hawthorne Ave, Yonkers, NY 10705	8:35 AM	3:30 PM
SAR High School 503 W 259th St, Bronx, NY 10471	8:00 AM	5:00 PM

Somers HS 120 Primrose St, Lincolndale, NY 10540	7:30 AM	1:35 PM
The Pinnacle School 201 High Ridge, Stamford, CT 06905	8:30 AM	3:00 PM

The following is a list of the total number of ODD school routes for the 2026-2027 school year for which home to school transportation services by small bus/van is sought in this RFP.

Name	# attendants
Wheelchair (included)	1
Out of district	13
Monitors	10

APPENDIX B
COST PROPOSAL FORMS

PLEASE NOTE:

1. All current and new small buses/vans (18/20 and 28/30 pupil capacity) must have air conditioning.
2. All current and new wheelchair buses must have air conditioning.
3. Bus/Van Monitor/Attendant cost per day. The District may assign monitors to any bus route for the purpose of pupil management and an attendant to any bus/van route due to the needs of a child with a disability.
4. Piggybacking: The awarded to and from school transportation contracts shall be subject to piggybacking by other school districts in accordance with Education Law section 305 for purposes of transporting pupils to a location outside the student's school district of residence to which the District is already providing transportation to its own pupils. Only those children, adults or other person(s) authorized by the District to be transported shall be transported under the Contract. All transportation services provided as a result of piggybacking onto the to and from school transportation contracts shall be provided in accordance with the terms and specifications set forth in this RFP. Nothing contained in the RFP shall prohibit the District from utilizing or piggybacking onto another school district's contract pursuant to Education Law section 305 when the District determines that it is in its best interest to do so.
5. **During each contract term, the small buses/vans used to provide transportation services pursuant to the contract(s) awarded by White Plains City School must not be older than 10 years.**
6. **White Plains City School District reserves the right to increase and reduce the number of buses/vans and routes.**
7. **White Plains City School District reserves the right to use its own buses/vans, or services provided by BOCES or other school districts or other contractors to transport the District's pupils.**

Small Buses/Vans (18/20, 28/30, & W/C)

Proposal Sheet for the Home to School September through June

(Page 1 of 4)

The proposer must provide a cost for vans and wheelchair vans and a daily price for providing bus/van monitors/attendants for the 2026-2027 school year.

Small Buses/Vans (Page 1-2)	
Term	**Cost per Unit**
2026-2027 regular school year cost of smallbus/van **18/20 pupil capacity**	
2026-2027 regular school year cost of smallbus/van **28/30 pupil capacity**	
2026-2027 regular school year cost of **wheelchair bus**	

Small Buses/Vans September- June – Attendants/Monitors (Page 2-2)	
Term	**Daily Cost**
2026-2027 regular school year cost of **monitor**	

PUPIL TRANSPORTATION PROPOSAL
PERFORMANCE BOND PRICE

Name of Proposer:_____

Cost of Performance Bond is required of all proposers.

Performance Bond	
Year	**Cost**
2026-2027	

If the awarded contract is extended, a performance bond will be required for each school year of the extended term.

_____
Contractor's Signature

_____
Date

Attach letter from bonding company affirming that, if the proposer is awarded a contract for which a proposal is submitted, the bonding company will issue a performance bond in the anticipated amount of the awarded contract in favor of the White Plains City School District on behalf the proposer.

PUPIL TRANSPORTATION PROPOSAL

EXPERIENCE IN PUPIL TRANSPORTATION

NAME OF PROPOSER _____

1. Type of School Bus/Van Transportation Experience* Dates of Service

_____ _____

_____ _____

_____ _____

2. Other Kinds of Bus/Van Transportation Experience* Dates of Service

_____ _____

_____ _____

_____ _____

3. REFERENCES:*

Names of all School Districts AND Private and Parochial Schools for which pupil transportation services are presently provided or have been provided by the proposer, including dates of service and name, type of service provided, address and telephone number of contact person for each listed school district/school representative.

_____

_____

_____

_____

_____

_____

_____

_____ _____

Date Signature of Proposer Representative

*Use additional pages if needed to complete answer.

APPENDIX C

PROPOSER INFORMATION FORM

LETTER OF INTEREST FORM

PROPOSER AFFIDAVIT

PROPOSER CERTIFICATIONS

HOLD HARMLESS AGREEMENT

PROPOSER WARRANTIES

PUPIL TRANSPORTATION RFP
2026-27 school yearsProposer Information

Form

Proposer Information		
Company:		
Address:		
City:	**State:**	**Zip:**
Telephone:		
Fax:		
Email:		

PROPOSER AFFIDAVIT
THIS FORM MUST BE SIGNED AND NOTARIZED

_____, being duly sworn, deposes and says, that as an

Owner/officer of:_____:

I hereby represent to the White Plains City School District that (check any that apply)

_____ (A) The criminal history check will reveal that the owners/officers of this corporation have no criminal history.

_____(B) The criminal history check will indicate that any of the owners/officers have been convicted of a misdemeanor or felony that was not expunged or sealed.

_____ (C) The corporation and or officers/owners have not had any lawsuits filed against them

_____(D) The corporation and or officers/owners have pending lawsuits filed against them

If B is checked, I hereby provide the following details explaining my answer. Include at a minimum, the date(s) of conviction(s); for what misdemeanor(s) or felony(ies) the owners/officers were convicted; the jurisdiction(s) by which the owners/officers were convicted (attach additional sheets, if needed).

_____

_____

_____

If either or both of B or D are checked, I hereby provide the following details explaining my answer. Include at the minimum, the date(s) the lawsuit(s) was filed; the reason for the lawsuit(s); the jurisdiction(s) where the lawsuit(s) was filed and the outcome(s) of the lawsuit(s) (attach additional sheets if needed).

_____

_____

_____

I understand that my completion and submission of this Affidavit is just one part of the proposal process. I certify that my statements in this Affidavit and in any explanatory enclosures are, to the best of my knowledge and belief, true and correct, and that any omission and/or misstatement of any material fact(s) may cause the District to: (A) reject the submission of this proposal, (B) revoke any award of contract from the Board of Education; and/or (C) terminate the resulting contract and any fees pending.

Subscribed and sworn to before me

this___day of_____,____ _____

(Person, Firm, or Corporation)

_____ _____

Notary Public (Authorized Signature)

CONFLICT OF INTEREST CERTIFICATION
THIS FORM MUST BE SIGNED ANDNOTARIZED

Name of Proposer _____

Business Address _____

Telephone Number_____Date of Proposal _____

The proposer above mentioned declares and certifies:

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

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

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

Fourth — That said proposer has carefully examined the instructions, General Information and Conditions, Appendices, and Specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made.

Fifth — That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth — The following non-collusive proposal certification applies to this proposal.

Subscribed and sworn to before me

this_____day of_____, ____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

NON-COLLUSIVE PROPOSAL CERTIFICATION
THIS FORM MUST BE SIGNED AND NOTARIZED

The proposer affirms the following statement as true under the penalties of perjury:

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

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

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

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

b) Any proposal made by a corporate proposer shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the including therein of the certificate as to non-collusion as the act and deed of the corporation.

Furthermore, that the proposer is legally competent and authorized to submit a proposal; that said proposer has carefully examined the terms, conditions, specifications, Appendices and Addenda, if any, and if successful will furnish and deliver, at the prices proposed and within the time stipulated, all the buses/vans, equipment, transportation service and labor for which this proposal is made; that in the event of the failure of the undersigned proposer to perform the services contained in the proposal the Board of Education of the White Plains City School District may terminate the resulting contract as set forth in the Request for Proposal; that the proposer agrees to comply with applicable New York State labor laws and other applicable stateand federal laws.

Subscribed and sworn to before me

this_____day of_____,___ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)
Commission Expires_____

HOLD HARMLESS AGREEMENT
THIS FORM MUST BE SIGNED AND NOTARIZED

It is hereby agreed and understood that, to the maximum extent permitted by law, the proposer agrees to hold harmless and indemnify the White Plains City School District, its Board of Education, officers, agents, servants, and employees from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

(1) any injury to person or property sustained by the proposer, its owners, operators, officers, directors, agents, servants, or employees, or any person, firm, or corporation employed directly or indirectly by the proposer upon or in connection with the performance of a contract awarded as a result of the District's Request for Proposals for Pupil Transportation Services for the 2026-27 school year (the "RFP"); and
(2) however caused, any injury to person or property sustained by any person, firm, or corporation, caused by any act, default, error, or omission of the selected proposer, its owners, operators, officers, directors, agents, servants or employees or any person, firm, or corporation, directly or indirectly employed by the proposer in connection with the performance of a contract awarded as a result of the RFP.

The assumption or indemnity, liability, and loss hereunder shall survive proposer's completion of service or other performance under a contract awarded as a result of the RFP and any termination of a contract awarded as a result of the RFP.

The proposer at its own expense and risk shall defend any legal proceedings that may be brought against the District, its Board of Education, officers, agents, servants, and/or employees on any claim or demand arising from the proposer's services for the District, and, to the maximum extent permitted by law, shall satisfy any judgment that may be rendered against the District, its Board of Education, or any officers, agents, servants, or employees in connection with the proposer's services for the District pursuant to a contract awarded as a result of the RFP.

This indemnification, defense, and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim, or demand, of whatever name or nature, notwithstanding that proposer 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, to the maximum extent permitted by law, the District and its Board of Education, officers, agents, servants, and/or employees from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the proposer.

Subscribed and sworn to before me

this_____day of_____, _____ _____
(Person, Firm, or Corporation)

_____ _____
Notary Public (Authorized Signature)

IRAN DIVESTMENT ACT OF 2012 CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

In order to be considered a responsible proposer, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification may only be awarded the proposal if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

2. The White Plains City School District makes a determination, in writing, that the goods or services are necessary for the District to perform its functions and that, absent such an exemption, the District would be unable to obtain the goods or services for which the contract is offered.

By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each proposer is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

Subscribed and sworn to before me

This____day of_____,____ _____

(Person, Firm, or Corporation)

_____ _____

Notary Public (Authorized Signature)

Commission Expires_____

SEXUAL HARASSMENT PREVENTION WRITTEN POLICY & TRAINING CERTIFICATION FORM THIS FORM MUST BE SIGNED AND NOTARIZED

I,_____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the_____of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that the above-named proposer has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

_____
Signature

Sworn to before me this_____day of_____, _____

_____
Notary Public

PROPOSER NOT ON EXCLUSION LIST MAINTAINED BY THE FEDERAL GOVERNMENT'S
SYSTEM FOR AWARD MANAGEMENT (SAM) CERTIFICATION FORM
THIS FORM MUST BE SIGNED AND NOTARIZED

I,_____, being duly sworn, deposes and says that
(Name of Individual Signing this Certification)

I am the_____of the _____
(Title/Position of Signer) (Name of Proposer)

and that by submission of this proposal, I certify on behalf of the above-named proposer, under penalty of perjury, that the above-named proposer is not on the Exclusion List maintained by the U.S. Government's System for Award Management (SAM).

_____
Signature

Sworn to before me this____day of_____, _____

_____
Notary Public

Portion of this form below this line is FOR OFFICE USE ONLY. Proposer completes only portion of the form above this line. The portion of this form below this line will be completed by White Plains City School District (WPCSD) employee requesting new or updated vendor information.

Print WPCSD Employee Name and Title: _____

Date reviewed U.S. Government's SAM's Exclusion List: _____

Proposer Name: _____

Check the one that applies:

_____ Proposer was NOT included on U.S. Government's SAM's Exclusion List

_____ Proposer was included on U.S. Government's SAM's Exclusion List

WPSCD Employee Signature: _____

PROPOSER WARRANTIES

A. Proposer warrants that proposer is willing and able to comply with all laws and regulations of the State of New York.

B. Proposer warrants that proposer is willing and able to obtain all required insurance policies for at least the amount of coverage required in the attached Request for Proposal ("RFP").

C. Proposer warrants that proposer is willing and able to accommodate a variety of changes over the life of any awarded transportation contract and provide additional buses/vans as "adds" and reduce buses/vans as "deletes", as needed during the term of any awarded contract.

D. Proposer warrants that proposer will not delegate or subcontract its responsibilities under the contract resulting from the attached RFP without the express prior written permission of the White Plains City School District.

E. Proposer warrants that all information provided by proposer in connection with proposer's proposal is true and accurate.

F. Proposer warrants proposer has read and understands all General Information and Conditions, Appendices, Specifications, terms and conditions and requirements of the attached RFP.

Signature of Official: _____

Name & Title (typed): _____

Proposer: _____

Date: _____

Subscribed and sworn to before me by

this_____day of_____2026

_____
Notary Public

APPENDIX D

CONTRACT Small Bus/VAN LIST

CONTRACT Small Bus/VAN LIST

I hereby certify that the following list is representative of those buses and vans that will be utilized in the performance of the awarded contract(s).

Contractor's Name:_____

Authorized Signature:_____

Make & Type	Year of Manufacture	Seating capacity	Fuel type	Odometer reading

Attach additional sheets as required (copy this page as needed).

APPENDIX E

TEMPLATE OF MONTHLY REPORT

MONTHLY REPORT TO THE WHITE PLAINS CITY SCHOOL DISTRICT

Contractor Name: _____

Month:_____ Year: 20____

1. Number of Operating Days Scheduled for this Month _____days

2. Number of Operating Days Actual for this Month _____days

3. Number Operating Days Actual Year-To-Date _____days

4. Home to School Mileage:

	monthly	year-to-date
Regular runs		
Disabled/Spec Ed		
Private/Parochial		
Late runs		
Other (describe)		
Tutor Home-to-School		

5. Accident Information:
Please describe any incidents, including driver, bus/van number, cost, explanation:

_____

_____

_____

6. Safety and training activity:

_____

_____

7. Operating changes which are new this month (new routes, policies, procedures, etc.)

_____

_____

8. Please provide pupil counts as requested by the District.

_____

_____

APPENDIX F

SCORING TEMPLATE

Category	Weight
1. Previous Quality of Experience in School Transportation	10
2. Owner of Previous Transportation Companies	5
3. Safety Program	5
4. Accident History	5
5. Record of Drivers	5
6. Fleet Inspection Record and Vehicle Replacement Schedule	10
7. Maintenance Schedule of Vehicles	5
8. Financial Analysis	5
9. Insurance Requirements	10
11. Cost- points to be prorated on percentage over lowest cost	40
TOTAL	**100**

Pupil Transportation Proposal Scoring Document

Date:	Contractor:	
Contract type:	Storage Type:	
Evaluator:		
1. Quality of Previous Experience in School Transportation **Years of experience** More than 10 years experience More than 5 years experience Less than 5 years experience Less than 2 years experience **Quality of experience** Perfect Good Fair Poor	 4 points 3 points 2 points 1 point 6 points 4 points 2 points 0 points	**MaximumScore:10** **Score**
2. Owner of Previous Companies	5 points	**Maximum Score: 5** **Score**
3. Safety Program Description of Safety Program Drug and Alcohol Testing	 3 points 2 points	**Maximum Score: 5** **Score**
4. Accident History The evaluators will consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving injury shall be weighed more heavily than minor damage accidents.	5 points	**Maximum Score: 5** **Score**
5. Record of Drivers The evaluators will review the driving records of the proposer's employees including their 19A records, accident records and length of service.	5 points	**Maximum Score: 5** **Score**

6. Fleet Inspection Records and Vehicles Replacement Schedule DOT Out of Service (OOS) Rate Less than 2% DOT Out of Service (OOS) Rate Less than 3% DOT Out of Service (OOS) Rate Less than 4% DOT Out of Service (OOS) Rate Less than 6% DOT Out of Service (OOS) Rate More than 6% Vehicle Replacement Schedule/Average of Vehicles	 6 points 5 points 4 points 2 points 0 points 4 points	**Maximum Score: 10** **Score**
7. Maintenance Schedule of Vehicles (Preventative) The evaluators will review the preventative maintenance practices of the proposer. The frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs.	5 points	**Maximum Score: 5** **Score**
8. Financial Analysis The evaluators will review the financial documents submitted to determine the financial strength of the proposer. Scores will be highest for proposers submitting certified financial statements or, in the case of publicly traded companies, their annual reports.	5 points	**Maximum Score: 5** **Score**
9. Insurance Requirements The evaluators will review all information submitted to ascertain that the School District's requirements for insurance from the Successful Proposer are fully met. Scores will be highest for proposers carrying insurance in excess of the required types and limits.	10 points	**Maximum Score: 5** **Score**
11. Cost Points for overall cost will be awarded based on a formula awarding 40 points to the lowest proposer and deducting the percentage difference between the lowest proposer and the other proposers. (i.e., if the total cost between the lowest proposer and the next lowest proposer is 10%, then proposer two will have 4 points deducted from the maximum score of 40).	40 points	**Maximum Score: 40** **Score**
		Maximum Total Score: 100 **Total Score:**

APPENDIX G

DATA SECURITY AND PRIVACY PLAN

WHITE PLAINS PUBLIC SCHOOLS

NYS EDUCATION LAW SECTION 2-d
DATA SECURITY AND PRIVACY PLAN ADDENDUM
WITH PARENTS' BILL OF RIGHTS

Any vendor/SERVICE PROVIDER (aka: Third Party Contractor) that is handling personally identifiable information (PII) on students or confidential personally identifiable evaluation data (APPR) of classroom teachers or principals in either electronic or paper format, must sign off on the attached forms.

Name of Vendor/Service Provider/Contractor/Company:

_____

Address: _____

Phone #: _____

Name of person completing this form: _____

Title of person completing this form: _____

Signature of person completing this form: _____

Date: _____

WHITE PLAINS PUBLIC SCHOOLS

DATA SECURITY AND PRIVACY ADDENDUM
WITH PARENTS' BILL OF RIGHTS

_____, having offices at _____ (hereinafter "Third-party Contractor") and White Plains City School District, having offices at 5 Homeside Lane, White Plains, NY 10605 (hereinafter "School District") hereby agree to make this Data Security and Privacy Plan part of their Agreement for services, dated _____ (the "Agreement") and attach it as an Addendum to that Agreement. For this Data Security and Privacy Plan, the parties hereby agree to the following:

1. Definitions: Terms used in this Data and Security Privacy Plan (the "Plan") shall have the same meanings as those found in Education Law Section 2-d(1) and the Regulations of the Commissioner of Education at Section 121.1 of Title 8 of the New York Codes, Rules and Regulations (8 NYCRR § 121.1), unless more broadly defined herein.

2. Confidential Information. Third-party Contractor understands that in performing its Agreement with the School District, Third-party Contractor, its employees, officers, agents and subcontractors may have access to confidential information in the possession of the School District, including, but not limited to names, facts or information about individuals, businesses and families. Third-party Contractor may also have access to or acquire confidential information, potentially including student data, student directory information, student records, teacher or principal data, personnel information and records, information regarding sensitive, confidential or internal School District matters and other protected information. For purposes of this Plan and the Agreement, it is agreed that the definition of Confidential Information includes all documentary, electronic or oral information made known to Third-party Contractor through any activity related

to the Agreement and the School District's use of the products and/or services provided by Third-party Contractor, except information available to Third-party Contractor from third parties on an unrestricted basis. Third-party Contractor understands that any unauthorized disclosure, publication and/or communication of such Confidential Information shall be considered a breach of this Addendum and the Agreement. Third-party Contractor agrees that if he/she/it receives a request for disclosure of confidential information obtained from the School District, including but not limited to student data or teacher or principal data as defined by New York Education Law Section 2-d, pursuant to a statute, subpoena or court order, he/she/it shall notify the School District prior to disclosing the School District's confidential information, unless providing notice of the disclosure is expressly prohibited by the statute, subpoena or court order.

3. Without limiting any of the foregoing statements, Third-party Contractor further agrees:

a. To execute, comply with and incorporate as Schedule "1" to this Plan, as required by New York State Education Law Section 2-d and its implementing regulations, the Parents' Bill of Rights for Data Privacy and Security developed by the School District;

b. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework;

c. To comply with the data security and privacy policy of the School District, New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education as well as any changes to the policy, law and regulations that may be enacted, adopted and/or become effective during the term of this Agreement;

d. Not to sell, use or disclose personally identifiable student, teacher or principal data or information for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so;

e. Not to use the education records of the School District or any personally identifiable student, teacher and/or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of

the Commissioner of Education, for any purpose other than those explicitly authorized in this Plan or the Agreement;

f. To use and maintain reasonable administrative, technical and physical safeguards and practices that align with the NIST Cybersecurity Framework and are otherwise consistent with industry standards and best practices, including but not limited to encryption technology, firewalls and password protection, to protect the security, confidentiality and integrity of personally identifiable student, teacher and/or principal information or data of the School District while in motion or in the custody of Third-party Contractor from unauthorized disclosure as prescribed by state and federal law, regulations, and the Agreement and the Third-party Contractor represents and warrants that it has the following safeguards and practices in place to protect personally identifiable information of the School District that it receives, maintains, stores, transmits or generates pursuant to the Agreement:

   i. [insert list or description of safeguards and practices of the Third-party Contractor];

g. To limit internal access within Third-party Contractor to personally identifiable student, teacher and principal information and data of the School District to only those officers, directors, employees, or authorized sub-contractors or assignees of the Third-party Contractor that are determined to need access to such records or data to perform the services set forth in the Agreement;

h. To use encryption **using at a minimum Advanced Encryption Standard (AES) 128 bit** to protect personally identifiable student, teacher and or principal information or data of the School District in Third-party Contractor's custody while in motion or at rest from unauthorized disclosure;

i. Not to disclose any personally identifiable student, teacher or principal information or data of the School District, as those terms are defined in Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education , directly or indirectly, to any other party who is not an officer, director, employee or authorized subcontractor or assignee of the Third-party Contractor using the data or information to carry out Third-party Contractor's obligations under the Agreement in compliance with New York State and federal law, regulations, and the Agreement, unless

   i. the other party has the prior written consent of the applicable student's parent/guardian or of the eligible student; or

   ii. the other party has the prior written consent of the applicable teacher or principal; or

   iii. the disclosure to the other party is required by statute, subpoena or court order and the Third-party Contractor provides a notice of disclosure to the New York State Education Department or the School District no later than the time the

information is disclosed, unless providing notice of disclosure is expressly prohibited by the statute, subpoena or court order;

j. To impose on any sub-contractor engaged by Contractor, with the consent of the School District, to perform any of its obligations under this Agreement the requirement to comply with all the confidentiality and data privacy and security obligations imposed on Contractor in this Agreement and by state and federal law and regulations, including but not limited to Section 2-d of New York State Education Law and Part 121 of the Regulations of the New York State Commissioner of Education;

k. In the event that a student's parent or guardian or an eligible student seeks to challenge the accuracy of student data pertaining to the particular student, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed in writing to Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us and processed in accordance with the School District's procedures;

l. In the event that a teacher or principal seeks to challenge the accuracy of teacher or principal data pertaining to the particular teacher or principal, which data may include records maintained, stored, transmitted or generated by the Third-party Contractor pursuant to this Agreement, the challenge will be directed in writing to Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us and processed in accordance with the procedures the School District has established for challenging annual professional performance review ("APPR") data;

m. To immediately notify the School District's Superintendent of Schools in the most expedient way possible and without unreasonable day and in no event more than seven (7) calendar days after discovering that any personally identifiable information of the School District, its employees, students, teachers, principals or administrators is breached and/or released without authorization;

n. To take immediate steps to limit and mitigate o the greatest extent practicable the damages arising from any breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers, principals or administrators;

o. In the event of a breach or unauthorized release of any personally identifiable information of the School District, its employees, students, teachers or administrators by or attributable to Third-party Contractor, Third-party Contractor must pay for or promptly reimburse the School District for the full cost of any notifications the School District makes as a result of the breach or unauthorized release;

p. To cooperate with the School District and other parties to protect the integrity of investigations into the breach or unauthorized release of personally identifiable information.

q. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Third-party Contractor; and

r. In the event Third-party Contractor breaches any of the privacy and confidentiality provisions of this Plan or the Agreement, the School District, at its sole discretion, may immediately terminate the Agreement.

4. Outline/describe how the Third-party Contractor will implement all state, federal and local data security and privacy requirements over the term of the Agreement in a manner that is consistent with the data security and privacy policy of the School District: _____

_____

_____

_____

_____

_____

_____

5. Confidentiality Training. Third-party Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students as well as its teachers and principals. Prior to obtaining access or any further access to personally identifiable information of the School District's students, teachers and principals, Third-party Contractor represents and warrants that any officers, employees, subcontractors or agents of Third-party Contractor, who will have access to student, teacher and/or principal data of the School District, have received or will receive training on the federal and state laws governing confidentiality of such data from/by [insert how the training was or will be done]

.

6. The Third-party Contractor represents and warrants that the information contained in the Supplemental Information portion of the Parents' Bill of Rights for Data Privacy and Security of the School District with respect to the Agreement, as stated in Exhibit 1 to this Plan, is accurate.

7. Will the Third-party Contractor utilize sub-contractors in the performance of this Agreement? (check one)

☐ Yes

☐ No

If Yes, how will the Third-party Contractor manage the sub-contractors to ensure personally identifiable data and information is protected?

8. Describe how the Third-party Contractor will manage data privacy and security incidents that involve personally identifiable data or information, including but not limited to (a) what actions are taken to check for and identify data breaches and unauthorized disclosures of personally identifiable information or data and (b) how the School District will be notified promptly of any data breaches and unauthorized disclosures of personally identifiable data or information?

[redacted].

9. Upon the expiration or non-renewal or termination of the Agreement, if requested by the School District, the Third-party Contractor will assist the School District in exporting in a form acceptable to the School District all student, teacher or principal data previously received by the Third-party Contractor or generated by the Third-party Contractor pursuant to the Agreement. In addition, after exporting such data if requested, within ninety (90) days of the expiration or non-renewal or termination of this Agreement, all information and data of the School District remaining in the possession of the Third-party Contractor will be deleted in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

10. It is understood that further revisions to this Plan or the Agreement may be necessary to ensure compliance with New York State Education Law Section 2-d if School District policies are adopted or revised or if New York Education Law Section 2-d or Part 121 of the Regulations of the Commissioner of Education are amended. Third-party Contractor and the School District agree to take such additional steps as may be necessary at that time to facilitate compliance with New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education.

11. Except as specifically amended herein, all of the terms contained in the Agreement are hereby ratified and confirmed in all respects, and shall continue to apply with full force and effect.

12. The parties further agree that the terms and conditions set forth in this Plan shall survive the expiration and/or termination of the Agreement.

13. The undersigned representative of Third-party Contractor hereby represents and warrants that the undersigned is the owner or an officer, director, or agent of Third-party Contractor with full legal rights, power and authority to enter into this Addendum on behalf of Third-party Contractor and to bind Third-party Contractor with respect to the obligations enforceable against Third-party Contractor in accordance with its terms.

IN WITNESS WHEREOF, the parties have executed this Addendum on:

WHITE PLAINS CITY SCHOOL DISTRICT	_____ Third Party Contractor
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

SCHEDULE 1

Parents' Bill of Rights Pursuant to Education Law §2-d

In accordance with Section 2-d of the New York State Education Law, the White Plains City School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians.

(1) Section 2-d of the New York State Education Law ("Section 2-d") and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. Section 2-d and FERPA assures the confidentiality of records with respect to "third parties," and provides parents with the right to consent to disclosures of personally identifiable information contained in the students" education records. Exceptions to this include school employees, officials and certain State and Federal officials who have a legitimate educational need to access such records. In addition, the District will, upon request of parents, or adult students, or if otherwise required by law, disclose student records to officials of another school district in which a student seeks to enroll.

(2) A student's personally identifiable information cannot be sold or released for any marketing or commercial purposes. The District will not sell student personally identifiable information and will not release it for marketing or commercial purposes, other than directory information released by the District in accordance with District policy.

(3) Personally identifiable information of students will be collected and disclosed only as necessary to achieve educational purposes in accordance with State and Federal Law.

(4) Personally identifiable information includes, but is not limited to:

i. The student's name;

ii. The name of the student's parent or other family members;

iii. The address of the student or student's family;

iv. A personal identifier, such as the student's social security number, student number, or biometric record;

v. Other indirect identifiers, such as the student's date of birth, place of birth, and mother's maiden name;

vi. Other information that, alone or in combination, is linked or linkable to a specific student that would allow a reasonable person in the school community, who does not have personal knowledge of the relevant circumstances, to identify the student with reasonable certainty; or

vii. Information requested by a person who the educational agency or institution reasonably believes knows the identity of the student to whom the education record relates.

(5) In accordance with FERPA, Section 2-d and the District's Student Record Policy, parents have the right to inspect and review the complete contents of their child's education record.

(6) The District has the following safeguards in place to protect student data, including personally identifiable information stored or transferred by the District: Centralized databases utilizing the Advanced Encryption Standard (AES) with minimums of 128 bit key encryption; computer servers are centralized in the district datacenter, which is locked and alarmed; utilizing a variety of intrusion detection software and policies, including firewall protection services of BOCES, antivirus software, network monitoring via WhatsUpGold software; strong/complex password policy with a change in effect every 90 or 180 days depending on the exact software system; constant training and reminders of users to not share usernames or passwords on any database system; annual audit of the safety systems by District's internal auditor.

(7) New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available for public review, at http://www.nysed.gov/common/nysed/files/programs/student-data-privacy/collected-data-elements-1-17-2020.pdf or may be obtained by writing to the Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.

(8) Parents have the right to have complaints about possible breaches and unauthorized disclosures of student data addressed. Any such complaint should be submitted, in writing, to: Dr. Joseph Ricca, Superintendent of Schools, 5 Homeside Lane, White Plains, NY 10605, 914 422-2033, josephricca@wpcsd.k12.ny.us. Complaints can also be directed to the New York State Education Department online at http://nysed.gov.data-privacy-security, by mail to the Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany, NY 12234 or by email to privacy@mail.nysed.gov or by telephone at 5178-474-0937.

Supplemental Information for Agreement with _____ (hereinafter "Third-party Contractor") The Third-party Contractor will provide the following information and White Plains City School District (the "School District") will review and approve or require revision of this Supplemental Information until it is acceptable to the School District.

(1) The personally identifiable student data or teacher or principal data (collectively, "the Data") received by the Third-party Contractor will be used exclusively for the following purpose(s): _____

_____

_____

_____

_____

(2) This Third-party Contractor is prohibited from further sharing any student data to subcontractors, research institutions, persons or entities that are not directly an employee or department/office within this Third-party Contractor's organization, unless written consent to such sharing is obtained from the School District. If such consent is requested and obtained, this Third-party Contractor will ensure that all subcontractors and other authorized persons or entities to whom student data or teacher or principal data will be disclosed will abide by all

applicable data protection and security requirements, including those mandated by New York State and federal laws and regulations, by the following means: _____

_____

_____

_____

_____

(3) Absent renewal, this agreement expires annually on June 30. If the District doesn't renew the contract past June 30th of the contractual year, within 90 days of the expiration on June 30, all student data shall be deleted in accordance with the National Institute of Standards and Technology (NIST) standard 800-88.

(4) A parent, student, teacher or principal can challenge the accuracy of the Data received by or generated by the Third-party Contractor in writing addressed to, Dr. Joseph Ricca, Superintendent of the White City Plains School District at 5 Homeside Lane, White Plains, NY 10605.

(5) Describe where the Data will be stored (in a manner that will protect data security) and the security protections that will be taken by the Third-party Contractor to ensure the Data will be protected (*e.g.*, offsite storage, use of cloud service provider, secure data center using monitoring of the access doors, fire and security monitoring, system health and intrusion monitoring, data backups and retentions): _____

_____

_____

_____

_____

(6) Third-party Contractor will use Advanced Encryption Standard (AES) with minimums of 128 bit key encryption or better to protect the Data while in motion or at rest in its custody.

WHITE PLAINS CITY SCHOOL DISTRICT

By: _____

Name: _____

Title: _____

Date: _____

_____
THIRD-PARTY CONTRACTOR

By: _____

Name: _____

Title: _____

Date: _____