



REQUEST FOR PROPOSAL
FOR
TRANSPORTATION OF NONPUBLIC PUPILS
FOR THE 2026-27 School Year
RFP #NPPTS07102026

Suffern Central School District
Administration Building
45 Mountain Avenue
Hillburn, New York 10931

PROPOSALS WILL BE OPENED AND ACKNOWLEDGED PUBLICLY:

DATE: July 10, 2026
Time: 9:30 a.m.
Place: Administration Building
Suffern Central School District
45 Mountain Avenue
Hillburn, New York 10931

PUBLIC NOTICE

**REQUEST FOR PROPOSAL FOR
TRANSPORTATION OF NONPUBLIC PUPILS
FOR THE 2026-2027 SCHOOL YEAR**

Suffern Central School District
Business Office
Administration Building
Hillburn, New York 10931

The Board of Education of the Suffern Central School District invites sealed proposals for providing the following transportation services during the 2026-2027 school year: transportation to and from school in-district and out-of-district for pupils attending certain nonpublic schools during the regular school year (September 2026 to June 2027) on the basis of a per pupil per day rate. Proposers are required to provide a rate for all of the nonpublic schools that are the subject of this Request for Proposals. The Request for Proposal including forms for proposal, certification, conditions, specifications, and cost may be obtained from the School District's Business Office at the Administration Building, 45 Mountain Avenue, Hillburn, New York 10931.

In all cases it must be understood that the terms, instructions, conditions, specifications and other requirements set forth in the Request for Proposal issued by the Suffern Central School District shall apply to any and all contracts as a result of this Request for Proposal ("RFP"). The outer envelope or package containing a proposal or part of a proposal must be marked "Nonpublic Pupil Transportation Proposal: RFP # NPPTS07102026 Opening: July 10, 2026 @ 9:30am" and will be received until 9:30 a.m. EST on July 10, 2026 at the School District's Business Office in the Administration Building at which time and place all proposals will be publicly opened and read. The Proposer assumes 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 proposal deposited on time at the place specified. The Suffern Central School District reserves the right in an Addendum to change the date, time and location of the opening of proposals. If the School 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 accepted until and opened on the next business day on which the School District's Business Office is open at the same previously scheduled time.

The Board of Education reserves the right to reject all proposals, waive any informalities in the proposals received, seek additional information or clarification from any Proposer, to negotiate any portion of the proposals received, to cancel this RFP and issue a new RFP. Any aspects of the service not addressed by specifications are left for the Proposer to address. Alternatives to the specifications or additions to the specifications are to be clearly identified by the Proposer. The Board of Education further reserves the right not to award a contract for Nonpublic Pupil Transportation if the proposed cost of the best scoring proposal for each of the nonpublic schools that are the subject of this Request for Proposal will exceed the School District's estimated cost for providing the pupil transportation services to each nonpublic school pursuant to the School District's existing home-to-school transportation contract based on live vehicle hours.

Future one year or multiple year extensions to the awarded nonpublic school transportation contract(s) may be awarded at the discretion of the Board of Education at a price to be negotiated, but in no event at a rate in excess of the previous year's contract(s) price plus the percentage increase of the consumer price index for all urban consumers (CPI-U) for the New York, N.Y. - Northern N.J. area for the 12-month period ending on May 31st immediately preceding the commencement of the contract extension, unless regulations relative to extensions of pupil transportation contracts are modified during the term of the awarded contract(s). Please note the award of multi-year extensions of pupil transportation contracts is conditioned upon the approval of the School District's voters.

Proposals will be evaluated based on the following weighted criteria established by the School District pursuant to Section 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education:

	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 of and the Proposer's Previous Experience with such Transportation Companies	5
3	Safety Programs Implemented by Proposer	10
4	Accident History - record of accidents in motor vehicles under the control of Proposer	5
5	Record of Drivers - driving histories of employees of Proposer	10
6	Fleet Inspection Record and Vehicle Replacement Schedule, including Model Year of Vehicles under the Control of the Proposer	5
7	Maintenance Schedule of Vehicles under the Control of the Proposer	5
8	Financial Analysis of Proposer	5
9	Compliance with Insurance Requirements	5
10	Cost of transportation to and from school during the regular school year (September to June) - points to be prorated on percentage over lowest cost	40
	TOTAL	100

A minimum score of 85 is required to be eligible for an award of a nonpublic pupil transportation contract. For a nonpublic pupil transportation contract to be awarded, the proposed cost of transporting pupils to a particular school or along a particular route on a per pupil per day basis cannot exceed the estimated cost for transporting pupils to such school or along such route pursuant to the School District's existing home-to-school transportation contract based on live bus hours. 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.

Proposals will remain firm for a period of forty- five (45) days following the date of opening and, thereafter, shall remain firm unless and until a Proposer provides written notice that the proposal has been withdrawn to Ms. Heather Campbell. A performance bond in a sum equal to 10% of the estimated annual amount of the contracts may be required at the discretion of the Board of Education.

Board of Education
Ms. Heather Campbell
Suffern Central School
District Administration Building
45 Mountain Avenue
Hillburn, New York 10931
Telephone: 845 357-7783 Extension 11224

Request For Proposal

SPECIFICATIONS

Introduction:

The Suffern Central School District (the "School District") seeks proposals for providing the following transportation services during the 2026-2027 school year: transportation to and from school in-district and out-of-district for pupils attending certain nonpublic schools during the regular school year (September 2026 to June 2027) on the basis of a per pupil per day rate. Proposers are required to provide a rate for all of the nonpublic schools that are the subject of this Request for Proposals ("RFP").

Future one year or multiple year extensions to the awarded nonpublic school pupil transportation contract(s) may be awarded at the discretion of the Board of Education at a price to be negotiated, but in no event at a rate in excess of the previous year's contract(s) price(s) plus the percentage increase of the consumer price index for all urban consumers (CPI-U) for the New York, N.Y. - Northern N.J. area for the 12- month period ending on May 31st immediately preceding the commencement of the contract extension, unless regulations relative to extensions of pupil transportation contracts are modified during the term of the awarded contract(s). Please note the award of multi-year extensions of pupil transportation contracts is conditioned upon the approval of the School District's voters.

The Board of Education has the right to award the transportation services that are the subject of this RFP to one or more Proposers on the basis of each nonpublic school that is the subject of this RFP or on the basis of a route that travels to and from more than one such nonpublic school. Each proposal will be evaluated for each nonpublic school based on the proposed per pupil rate per day multiplied by the number of pupils being transported to such nonpublic school during the 2026-2027 school year as of April 30, 2026, except if the number is zero then the evaluation will multiply the rate by one.

All Proposers awarded a contract by the School District pursuant to this RFP shall be bound by the terms and requirements set forth in these Specifications and Appendix B and such terms and conditions shall form an integral part of each transportation contract awarded pursuant to this RFP. Any aspects of the service not addressed by these Specifications are left for the Proposer to address. Alternatives to the Specifications or additions to the Specifications are to be clearly identified by the Proposer. As used in these Specifications and the Appendices of this RFP, "Contractor" shall mean a Proposer who is awarded a nonpublic pupil transportation contract as result of this RFP and the "Contract(s)" shall refer to the transportation contract(s) sought to be awarded through this RFP. As used in these Specifications and the Appendices of this RFP, "school bus" shall mean any vehicle (e.g., bus, van, car) operated for the transportation of nonpublic pupils.

The Proposer awarded a contract needs to strive for a 90% or better school bus inspection rate. If a Contractor's bus inspection (NYSDOT) profile falls below 75%, the Board of Education reserves the right to terminate the awarded contract.

Proposals will be evaluated based on the weighted criteria as described in Appendix A, which criteria was established by the School District pursuant to Sections 305 and 3625 of the Education Law and Section 156.12 of the Regulations of the Commissioner of Education. A minimum score of 85 is required to be eligible for an award of a nonpublic school pupil transportation contract.

Section 1: Requirements for School Bus Drivers and Vehicles

- A. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the School District:
1. Article 19-A of the New York State Vehicle and Traffic Law
 2. CDL licensing
 3. Section 156.3 of the Regulations of the Commissioner of Education
 4. 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.
- B. A complete list of all regular and substitute drivers is to be submitted in August of each school year during the life of the contract.
- C. The Contractor shall provide adequate personnel to safely perform and to supervise the performance of the Contractor's contractual obligations to the School District. The Proposer awarded a contract will provide a continuing safety education program for drivers of buses providing transportation services, which include trained staff, periodic management bulletins to personnel concerning the safety program and supervision of personnel with regard to the safety program. The Proposer shall have adequate personnel to supervise drivers and other personnel providing transportation services to the School District during all times that transportation services for pupils of the School District are being performed pursuant to the awarded nonpublic school pupil transportation contract(s), including but not limited to dispatch services.
- D. The Contractor shall ensure that the on-duty driving hours of all drivers providing services to the School District comply with all applicable state and federal laws and regulations, including but not limited to Part 395 of title 49 of the Code of Federal Regulations (49 CFR Part 395).
- E. The Contractor agrees to have its drivers utilize two-way radios of at least 110-watt capacity. All vehicles, including spares, used to transport the School District's pupils under the awarded contract will be equipped with two-way radios of at least 110-watt capacity. CB units are not acceptable. The two-way radios utilized must be capable of direct transmission to the base station dispatcher from any point to and from the destination facility while operating under the awarded contract(s) and shall remain in contact with the dispatcher's base station at all times when school buses are in service pursuant to the awarded contract(s). Cellular phones or other communication devices may be used to augment the two-way radios and are required for out-of-district routes.
- F. The school buses to be used in this contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. The Superintendent of Schools or the designee(s) of the Superintendent of Schools reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses in a timely manner.
- G. The Contractor shall have bus numbers painted on the roof of all school buses operated for the School District under the contract(s) awarded as a result of this RFP.

- H. All school buses 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 vehicle. Such camera system shall include a minimum of two (2) cameras on vehicles capable of transporting more than twenty (20) passengers. Cameras must be installed and operated in manner satisfactory to the School District. The Contractor will install and maintain the camera system at no additional cost to the School District.
- I. All school buses utilized to transport the School District's pupils must be equipped with a stop arm crossing gate located on the front of the vehicle and stop signs on the left side. All school buses with a capacity of 45 persons or more shall have a second stop-arm to be located on the driver's side as close as is practical to the rear corner of the bus.
- J. In the event, the School District enters into an agreement with a local municipality with respect to stop-arm cameras, the Contractor shall work with the local municipality and the School District to have said systems satisfactorily installed on all requested vehicles used as part of this contract, at the expense of the municipality.
- K. When car seats and safety harnesses are needed for specific pupils, they shall be provided by the Contractor at the Contractor's expense. All adaptive equipment must be kept in excellent working order. The Contractor will instruct all school bus drivers as to the proper installation of car seats, safety harnesses and wheelchairs, where required, and insure drivers are capable of properly securing pupils in them.
- L. All vehicles utilized during the regular school year (September to June), at least 75% of the fleet of vehicles utilized by the Contractor must be air-conditioned. All replacement and or new vehicles purchased during the term of the Contract(s) or any extension thereof shall be air-conditioned.
- M. All vehicles with a seating capacity of 30 or less shall be equipped with ignition integrated child check systems to ensure no pupils are left on the vehicle when a bus run, route or trip has been completed.
- N. **Drivers Monitors and Attendants**
 - 1. Each proposed regular or substitute school bus driver, attendant and monitor must be twenty- one (21) years of age or older. All school bus drivers shall have the necessary qualifications and be licensed for driving public vehicles for hire and school buses in the State of New York and shall be required to have on file with the Contractor and the School District's Transportation Office, subject to inspection by the Board of Education, or its designee, evidence that they have satisfied all requirements of Article 19A of the Vehicle and Traffic Law, Section 156.3 of the Regulations of the New York Commissioner of Education, the Department of Transportation and all other agencies municipalities applicable thereto. All school bus attendants and/or monitors shall have the necessary qualifications and shall be required to have on file with the Contractor and the School District's Transportation Office, subject to inspection by the Board of Education, or its designee, evidence that they have satisfied all requirements of Section 156.3 of the Regulations of the New York Commissioner of Education and all other agencies municipalities applicable thereto. The cost of providing training and/or instruction to comply with said Section 156.3 shall be paid by the Contractor.

2. Each regular or substitute school bus driver, attendant and monitor shall be examined annually 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 Part 156 of the Regulations of the New York Commissioner of Education. Such physical examination shall be conducted no less than eight weeks prior to the beginning of service in each school year. The costs of such examination shall be paid by the bus driver or by the Contractor. Each driver, monitor and attendant of a school bus shall pass a physical performance test prior to driving and/or riding a vehicle transporting pupils, and at least once every two years. The physical performance test shall be administered to any driver, attendant or monitor following a period of being unavailable for service for 60 or more consecutive days from his or her scheduled work duties. The Board of Education, or its designee, reserves the right to have physical examinations and/or physical performance tests of school bus drivers, monitors and attendants performed at the Contractor's expense, when the Board of Education or its designee determine, in its discretion, that the Board's best interests would be served by such physical examinations or physical performance tests.
3. The Bus Driver 19 A/SED checklist must be submitted annually to the School District for each driver. No regular or substitute driver is to be assigned to perform any part of the awarded contract(s) prior to written approval by the Superintendent of Schools or Superintendent of School's designee.
4. For each regular or substitute school bus driver, the Contractor must submit an annual report of the bus driver's driving records for review and approval by the School 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, Part 156 of the Regulations of the Commissioner of Education and the schedule of the School District.
5. Each regular or substitute bus driver must submit themselves for fingerprinting by police authorities as prescribed by the New York Commissioner of Education and Article 19-A of the New York Vehicle and Traffic Law. Each school bus attendant and monitor must submit themselves for fingerprinting as prescribed by the New York Commissioner of Education at the Contractor's expense.
6. School bus drivers, attendants and monitors shall comply with all requirements of Part 156 of the Regulations of the New York Commissioner of Education in addition to all other state, federal and local regulations and statutes to which such drivers, attendants and monitors are subject.
 - a. Prior to transporting pupils, each school bus driver initially employed by the Contractor subsequent to July 1, 1973 shall have received at least four hours of instruction on school bus safety practices which shall include at least one hour of training for the transport of pupils with disabilities.
 - b. During the first year of employment, each school bus driver initially employed by a Contractor subsequent to July 1, 1973 shall complete a basic course of instruction in school bus safety practices, which shall not be less than 30 hours of instruction, and at least two hours shall be instruction concerning the special needs transportation of a pupil with a disability.

- c. Prior to being engaged in the transportation of pupils, each school bus monitor and attendant shall receive at least four hours of pre-service instruction, which shall include, but is not limited to, school bus safety practices, pupil management techniques, and the proper techniques for assisting pupils to safely embark and disembark a school bus. In addition to such instruction, each school bus monitor and attendant shall receive instruction approved by the New York Commissioner of Education relating to special needs transportation, including, but not limited to, the proper techniques for assisting disabled pupils in entering and exiting the school bus.
 - d. Each school bus monitor or attendant hired after July 1, 2003 shall complete within their first year of employment basic course of instruction providing not less than 10 hours of instruction on a range of topics approved by the New York Commissioner of Education.
 - e. Each school bus driver, monitor and attendant must attend and participate in a minimum of two hours of refresher instruction in school bus safety at least two times a year, at sessions conducted between July 1st and October 31st and between December 1st and May 1st of each school year, which shall include at least one hour of instruction relating to the special needs of a pupil with a disability in accordance with the requirements set forth under Section 3650(2) of New York Education Law.
7. School bus drivers, attendants and monitors shall not smoke or use electronic cigarettes on any school bus or anywhere on School District property. School bus drivers, monitors and attendants shall not eat or drink while on the school bus.
 8. **Each Proposer must include in the submitted proposal a complete list of all current school bus drivers in the Proposer's operation closest to the School District who have been involved in accidents during the past three years.** During the term of the awarded contract and any extension thereof, the Contractor shall submit no later than August 25th of each year, a complete list of all bus drivers assigned to provide services to the School District who have been involved in an accident during the prior three years.
 9. The Contractor must agree that no later than August 25, the Contractor shall submit to the School District's Transportation Office a list of names and addresses and complete copies of the Article 19-A files (where required) of each regular and substitute driver, attendant and monitor employed to provide services to the School District pursuant to a Contract awarded as a result of this RFP. These lists shall be updated by the Contractor whenever any such driver, monitor or attendant is hired, resigns, is replaced or is terminated after that date and at the time such hiring, replacement or termination takes place. Drivers, monitors and attendants will be issued identification cards by the Contractor which must be in their possession when providing services pursuant to the awarded contract(s), including but not limited to the time driving and/or riding a school bus.
 10. Since the action and conduct of the bus drivers, attendants and monitors reflect upon the school system as a whole, the School District reserves the right to have the Contractor immediately replace drivers, attendants and monitors the School District determines unsatisfactory. The School District reserves the right to interview all drivers, attendants and monitors before they are assigned to perform services for the School District. The

School District's Superintendent of Schools shall be the final authority for determining the acceptability of drivers, attendant, and monitors and the Superintendent of Schools may require the replacement of a driver, monitor and/or attendant at any time for any reason.

11. The Superintendent of Schools reserves the right, in the exercise of the Superintendent's sound discretion, to reject drivers or direct replacement of drivers without being limited to considerations of health and driving records. The Superintendent of Schools reserves the right, in the exercise of the Superintendent's sound discretion, without being limited to considerations of health or performance records, to reject attendants and monitors or to direct replacement of attendants and monitors.
12. Each driver shall be properly trained and shall hold the proper class license to operate the vehicle to which the driver is assigned to perform services under the contract(s) awarded pursuant to this RFP. The license will be in each driver's possession at all times that the driver is providing services under the contract(s) awarded pursuant to this RFP.
13. The Contractor must properly investigate the ability and character of all school bus drivers, attendants and monitors (regular and substitute) and must certify their qualifications to the School District's Superintendent of Schools.
14. 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 conduct of employees. Should it come to the attention of the Contractor that any employee has been or is reputed to have been involved in any crimes or act which might raise any doubts as to the employee's fitness for work with pupils, it shall be the duty of the Contractor to immediately investigate such acts or allegations. Of particular importance are moral crimes or vehicular accidents. The matter shall be brought immediately to the attention of the School District.
15. Each driver will be responsible for complete control of the school bus. Each driver will be responsible for the pupil discipline and the pupil management of the bus, without the use of fear or force, and will have commensurate skill and authority to cope with this responsibility. Each driver will communicate any pupil problems to the building principal and/or the School District Transportation Office. Each driver must be able to communicate both verbally and in writing, as necessary, in English, to execute the driver's responsibilities under the awarded contract(s). Each driver may expect help and guidance from the building principal and School District transportation supervisor on addressing pupil behavior. Accidents must be reported immediately to the Contractor's dispatch/management staff, and, if necessary, the driver should move the school bus to a safe area and wait for help to arrive. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to notify immediately the School District transportation supervisor of all accidents, pupil misconduct and all other unusual situations that arise during the pupil transportation services provided pursuant to the awarded contract(s).
16. It shall be the duty of the bus monitors and attendants to assist the school bus driver in the supervision of the pupils while the vehicle is in transit. School bus monitors and attendants shall not perform any act or conduct themselves in any manner which may impair the safe operation of the school bus while it is transporting pupils. It shall also be the duty of the monitors and attendants to assist pupils in embarking and

disembarking from vehicles. A monitor or attendant assigned to an individual pupil shall sit in close proximity of the pupil to render assistance as needed. Bus monitors and/or attendants are not to punish pupils through physical contact, verbally abusive language or ejection from the school bus. Disciplinary action shall be limited to oral directives. All other forms of discipline for disorderly conduct on the bus will be administered by the building principal or other School District personnel authorized in the School District's Code of Conduct. However, it may be necessary at times for a monitor or attendant to restrain a pupil to prevent the pupil from inflicting harm upon pupil or others on the school bus. Bus monitors and attendants shall not give food or beverages to any pupil without prior authorization of the School District. In case of an accident, the bus monitors and attendants shall assist the driver in supervising, comforting, and maintaining the safety of pupils.

17.
 - a. Staffing. The Contractor must have a fully qualified staff of sufficient size to carry out effectively the requirements of the awarded contract(s), including safety and road supervisors as specified in this RFP.
 - b. Drivers. The Contractor's driver work force shall be maintained at a level large enough to support the daily operational needs, with spare drivers in sufficient numbers to handle any emergency situation and to cover all transportation services.
18. In order to command a high public respect for the transportation staff as a whole, all drivers, attendants and monitors providing services pursuant to the awarded contract(s) will present a neat personal appearance at all times. Drivers, monitors and attendants must be neatly dressed. Appropriate attire is required and items such as cut-off t-shirts, short shorts and open toe shoes are not acceptable. School bus drivers, monitors and attendants shall be courteous to School District personnel, personnel of all nonpublic schools to and from which transportation is provided, parents and guardians at all times.
19. Drivers will keep the interior and exterior of buses in a clean and sanitary condition. **Buses shall be cleaned on the interior daily.** Dashboards, rearview mirrors, and driver seat areas shall be kept free of any objects. The School District reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter on School District property but must be deposited into receptacles designated for such debris and trash.
20. ALL vehicles utilized to perform the services of the contract(s) awarded as a result of this RFP must be cleaned and sanitized following all CDC, New York State Department of Health, and Rockland County Department of Health requirements and guidelines, including at a minimum sanitizing between each route as well as deep cleaning after the morning routes and again after the afternoon routes. The cost for these procedures will be borne by the Contractor.

21. Drivers are required to be in their school buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals row by row if needed. Buses are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus doors are closed, the ignition key is out and the ignition keys are in the driver's possession at all times. Airbrakes must be pumped down completely so spring brake engages. School buses with pupils on board will not be left unattended under any circumstances.
22. Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. Any nonfunctioning seat belts must be repaired in 24 hours.
23. Each driver is required to check all seats on the school bus operated by the driver each day following each trip of their route assignment after unloading pupils, to ensure that no pupils or articles have been left on the vehicle. When a vehicle is parked, a sign indicating that the vehicle 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/route, the sign must be removed from the window, retrieved, and brought to the front of the bus.
24. Drivers shall not disembark from the school bus when pupils are inside except in case of emergency; and in such case, before leaving their seats drivers shall stop the motor, put the vehicle's transmission in park, set the auxiliary brake, and remove the ignition key.
25. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. **All kindergarten pupils must be received at a dismissal bus stop by an authorized adult or older sibling.** If an authorized adult or older sibling is not at the school bus stop, the driver will bring the pupil back to the school that the pupil attends and/or as directed by the School District. Drivers shall cooperate fully in all pupil accounting systems established by the Board of Education or the Board's designee. Relatives of drivers shall not be permitted to ride buses unless they are pupils assigned to the particular run.
26. Drivers will be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Board of Education or the Board's designee.
27. The Contractor shall not reassign drivers after the first four weeks of school, except in the event of a resignation or a termination, at the School District's request, or with the School District's prior approval.
28. School bus drivers are expected to maintain an established time schedule for pick-up and delivery of pupils at school and at home. Variances from approved time schedules must be reported immediately by each driver through the Contractor's dispatch/management staff to the school the pupils attend as well as the School District's Transportation Office.

29. A driver, monitor and attendant assigned in connection with the awarded contract(s) shall be available for meetings and/or interviews when requested by the Superintendent of Schools, the School District's transportation supervisor or their respective designee(s).
 30. All drivers must show proof of a TB Test within six months from the starting date of employment. Drivers who are known to be positive reactors to such a test must present proof of treatment and/or chest x-ray(s). For such drivers who are known to be positive reactors, a physician's statement attesting that such individuals are free of communicable disease must be presented.
 31. Each driver will ensure that all safety equipment is operational on the school bus driver is operating. This includes but is not limited to flashing lights, stop signs, and stop-arms.
 32. Notwithstanding any provision of this RFP and the contract(s) awarded pursuant to this RFP, the Contractor's employees, including but not limited to dispatcher(s), drivers, monitors, and attendants, shall not be deemed employees of the School District
- O. Non-performance Damages: In view of the difficulty the School 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 for breach of the awarded contract(s) and shall not be deemed a penalty.
1. 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 five hundred dollars (\$500.00) 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 the awarded contract(s) when the driver has not received the proper training, instruction, and/or courses as required herein and by applicable state, federal and local laws and regulations and/or has not received such training, instruction and or courses within the time period required herein or by applicable state, federal and local laws and regulations.
 - 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.
 - c. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio set in sound working order.
 - d. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a camera system in sound working order that complies with the requirements of this RFP.
 - e. Each time a driver transports an unauthorized rider on an approved School District route.

- f. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
- g. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of the awarded contract(s) and with all applicable New York State and federal laws, regulations, Executive Orders (of the Governor of New York State or President of the United States), or health and safety guidance issued by the New York State Department of Health, Rockland County Department of Health or the CDC, including but not limited to structural and safety provisions.
- h. Each occurrence, after a driver unloads pupils at a facility or home drop off point, where a pupil has been left on the vehicle unattended.
- i. Each time a driver, monitor or attendant is caught smoking on a school bus or school property and each time a driver, monitor or attendant is caught eating or drinking on a school bus.
- j. Each time an accident/incident is not reported to the School District immediately.
- k. Each time a driver, who has not been approved by the Superintendent of Schools, operates a vehicle in service under the awarded contract(s). It will be a separate occurrence for each route, trip or occurrence driven by said driver.
- m. Each time a driver drops off a kindergarten pupil at dismissal bus stop without an authorized adult or older sibling being present.
- n. Each time a driver, while providing transportation services under the Contract(s), uses a cellular telephone in violation of any local, state or federal laws and regulations regulating the use of cellular devices while driving.
- o. Each time the Contractor uses an attendant or monitor, who has not been approved by the Superintendent of Schools, to provide services under the awarded contract(s).
- p. Each time the Contractor fails to have a driver (regular or spare) for a scheduled route or trip.
- q. Each time a school bus does not appear for its pick-up or delivery times on a bus route within ten (10) minutes of its scheduled time without prior School District approval.
- r. Each time a vehicle used to provide services under the awarded contract(s) does not meet the age and safety requirements of this RFP and all applicable New York State and federal laws and regulations.
- s. Each time a vehicle that breaks down is not replaced within twenty (20) minutes.
- t. Each time the Contractor fails to provide a monitor or attendant when required by the School District.
- u. Each time bus runs are doubled up without School District approval.

- v. Each time a driver uses inappropriate language.
 - w. Each time unsafe driving is observed.
 - x. Each time a driver does not have on his or her person an appropriate operator's/driver's license.
 - y. Each time a pupil is missed on an approved route because of the lack of driver training and/or the lack of proper routing directions.
 - z. Each time a driver makes an unauthorized stop.
 - aa. Each time a driver fails to turn on the school bus radio or does not respond when called when there is no reason to be away from the school bus.
 - bb. Each time a school bus is "out of range" or unreachable.
 - cc. Each time a driver fails to shut off the engine, set the brake, put the vehicle in gear, or put the wheels to the curb when the driver leaves the driver seat.
 - dd. Unless a different non-performance damage is set forth elsewhere in this RFP, its Appendices or its Addenda, each time any other provision of the contract is violated.
2. The School District's failure to enforce or apply any non-performance damage amount set forth in this section shall not constitute a waiver by the School District of its ability to enforce such provisions and apply the non-performance damage amounts set forth in this section in the future.

P. Beginning of School, Examination Weeks, and Other

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 School District. Additional transportation will be provided for exam schedules including exams at sites to be announced, for Kindergarten orientation in the fall and for other unusual or emergency situations experienced by the School District.

- Q. Adherence to pick-up times at a home, school, intersection, or bus stop is required. Drivers must have a time piece available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a pupil is occasionally late. Habitual pupil lateness should be reported to the transportation supervisor of the School District. Drivers may not change stops without prior written approval from the transportation supervisor of the School District.
- R. Bus monitors, bus attendants or nurses required by the School District's Committee on Special Education may be provided by the School District. In such instances, the Contractor will be responsible for pickup and delivery of the monitor, attendant and/or nurse during the applicable route(s).

- S. **The proposal submitted in response to this RFP must include a list of all vehicles owned or otherwise available to provide services to the School District** that includes for each vehicle: the make (name of the manufacturer), model, the year of manufacture, fuel type, the seating capacity, and the name of the owner of the vehicle. **Each proposal shall also include proof of ownership or financing and ability to deliver the number of school buses necessary to provide the transportation services to the School District that are sought in this RFP.**

Section 2 - Safety

- A. 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 and officials of the State of New York.
- B. Each driver is expected to remain with their school bus at all times, whether at a school building or on the route.
- C. It shall be the duty of each driver to operate the school bus being driven at a reasonable rate of speed at all times in conformity with the traffic laws, ordinances and regulations governing the use of school buses and motor vehicles in New York Vehicle and Traffic Law and Section 156.3 of the Regulations of the New York Commissioner of Education. 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 school bus with passengers on board.
- D. Each driver shall use all care to guard the safety of pupils on the school bus, prevent undue crowding and maintain order in the school bus at all times without the use of force or fear. Any pupil refusing to obey the driver shall be reported to the building principal immediately.
- E. Every driver is responsible for the following: All pupils riding on school buses are to board and be discharged at designated stops only. 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 in the morning or after departure of the bus in the afternoon. Where pupils have to cross a street to access or leave a stop the driver will ensure that pupils walk in front of the school bus and not around the rear of the school bus.
- F. All school buses shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in New York State Education Department training program.
- G. The Contractor shall provide all school buses, drivers, attendants and monitors requested by the School District to conduct all mandated school bus safety drills at such locations, times and on dates designated by the School District at no additional charge to the School District. At a minimum, three such school bus safety drills will be held each school year. Unless and until the applicable laws and regulations are modified, the first such drill will be conducted during the first seven days of school, the second between November 1st and December 31st and the third between March 1st and April 30th. No drills will be conducted when buses are on routes.
- H. The Contractor's employees shall not smoke or use electronic cigarettes on any school premises, within schools or within contractor-owned vehicles.
- I. Absent an emergency that necessitates the transportation of standing passengers, no standing passengers shall be permitted when a school bus is in motion.

- J. The Contractor will ensure that bus drivers, when called upon by either the School District or municipal authorities, will cooperate in the prosecution of cases before the court involving motorists who are charged with having passed a stopped school bus.
- K. After one month of operation, the drivers will have learned the names of the school bus riders.
- L. All vehicles providing the transportation services pursuant to the Contract(s) awarded as a result of this RFP shall conform to the New York State Department of Transportation regulations and carry at least one fully equipped First Aid Kit and at least one operable Fire Extinguisher, regardless of vehicle capacity. Vehicles carrying handicapped and/or non-ambulatory pupils will also have a State-mandated regulation Fire Blanket and belt cutters.
- M. All drivers will adhere to Section 156.3(i) of the Regulation of the New York Commissioner of Education concerning the idling of school buses. All drivers will turn off the vehicle engine while waiting to load or off load passengers on school property or while waiting or standing on school grounds or in front or adjacent to any school, except to the extent idling is necessary (a) for mechanical work, (b) to maintain an appropriate temperature for passenger comfort, (c) for emergency evacuations when necessary, or (d) as needed to operate wheelchair lifts.
- N. All drivers shall maintain a safe braking distance between the school bus and the vehicle ahead for full assurance that the school bus can be safely stopped should the vehicle ahead make a sudden stop. When stopping a school bus, the stop shall be made in a manner so as not to endanger passengers or place the bus in danger of being struck in the rear by another vehicle.
- O. All drivers shall ensure that a sign, no less than 4"x 6" designating their route number, is posted in the first window on the passenger side of their bus prior to the start of their route.
- P. Drivers, monitors and attendants shall not allow pupils to enter or leave the bus while it is in motion.
- Q. Drivers, monitors and attendants shall not allow pupils to thrust their heads or arms out of open windows.
- R. The driver of a school bus, when discharging pupils who must cross the highway, shall instruct such pupils to cross the highway at a distance of 15 feet in front of the vehicle so as to be in the vision of the driver. The driver shall also keep such school bus halted with red signal lights flashing until such pupils have reached the opposite side of the highway, street or private road and until such passengers are at least 15 feet from the bus and either off the highway, street or private road or on a sidewalk.
- S. Fuel tanks shall not be filled while pupils are in the school bus.
- T. The Contractor must maintain a drug-testing program for transportation employees, including but not limited to pre-employment, random, post-accident, for cause and return to duty testing.

Section 3 - Number of Pupils to Be Transported

As of April 1, 2026, the School District is transporting 0 (zero) pupils to the nonpublic schools pertaining to this RFP.

Section 4 - Insurance and Performance Bond**A. Workers' Compensation, Disability and Employer's Liability Insurance**

The Contractor shall obtain and maintain Workers' Compensation coverage covering all employees in amounts as required by New York State law. The Contractor shall obtain and maintain standard Disability Insurance for all employees and Employer's Liability Insurance such as will meet the requirements of New York State law and any other state or federal body having jurisdiction. Proof of said Workers' Compensation, Disability, and Employer's Liability Insurance will be filed with the School District. The proof of Workers' Compensation and Disability Insurance shall be on forms prescribed by the New York State Workers' Compensation Board. An ACORD certificate is not acceptable proof of Workers' Compensation and Disability Insurance.

B. Automobile Liability Insurance

1. The Contractor shall obtain and maintain automobile liability insurance with minimum limits as described in subparagraph "2" herein below. Such insurance shall include coverage on all vehicles owned, leased, borrowed and non-owned by the Contractor. The School District shall be an additional named insured on all such policies.

2. The Contractor must comply with the following Insurance Requirements:

a. **Enclosed with the proposal, the Contractor must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in the RFP will be met.** The insurance carrier must be admitted and licensed to do business in New York State and must be rated with a minimum of "A-" in the latest edition of A.M. Best's *Insurance Guide*.

b. Minimum insurance coverage amounts for each bus will be: Automobile insurance with a symbol "1" covering all school vehicles, including owned, hired, borrowed and non-owned vehicles, with limits of at least \$5,000,000 combined single limit (bodily injury and property damage). No aggregate limit. Coverage at least equal to ISO form #CA 00 01 12 93. No endorsements reducing or limiting coverage.

C. Commercial General Liability with limits of at least \$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 and \$10,000 Medical Expense. Coverage for bodily injury, property damage, personal injury and advertising injury, fire damage, medical expense and negligent hiring, training and supervision. 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. Sexual misconduct insurance will be included in the general liability policy and evidenced on the insurance certificate. Coverage at least equal to ISO form #CG 00 01 01 96. No endorsements reducing or limiting coverage.

D. Umbrellas or excess liability coverage of at least \$5,000,000 (five million dollars) is required. No aggregate limit to apply to automobile liability coverage. Must be at least following form of underlying coverage.

- E. Said policy or policies shall be primary to any policies of insurance available to the School District and must contain thirty (30) days prior notice to the respective Board of Education of cancellation or content change. Notwithstanding any terms, conditions, or provisions, in any other writing between parties, the Contractor hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of Workers' Compensation and New York State Disability insurance. The policy naming the School District, as additional insured shall state that the Contractor's coverage shall be primary and non-contributory coverage for the School District and its Board of Education, employees and volunteers. The Contractor shall also agree to indemnify the School District for any applicable deductibles and self-insured retentions for claims made by the School District under the insurance policies of the Contractor and policies of the School District arising from the intentional misconduct or reckless or negligent acts and/or omissions of the Contractor and the Contractor's owners, officers, directors, employees, contractors and agents. The insurance policies of the Contractor naming the School District as an additional insured shall be from an A.M. Best A- rated or better insurer, licensed and admitted in New York State. Additional insured status shall be provided by standard or other endorsements that extend coverage to the School District (CG 20 26 or equivalent). A completed copy of the endorsement must be attached to the Certificate of Insurance. The decision to accept an endorsement rest solely with the School District.
- F. The limits outlined above are strictly minimum amounts. The School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- G. The Contractor shall deposit with the School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date prior to commencing services under the awarded contract(s). Renewals are to be deposited with the School District before expiration of coverage. It is each Contractor's responsibility to initiate the submission of such evidence and proof and the lack of any specific request following award of the contract(s) from the School District at policy or contract renewal or any other time does not waive or eliminate the requirement.
- H. To the extent any subcontractors are authorized by the School District, unless agreed in a writing signed by both parties, the Contractor's subcontractors are subject to the same insurance requirements as the Contractor (including additional insured status) and proof of the subcontractor's insurance must be submitted to the School District before the subcontractor begins providing services on behalf of the Contractor to the School District. In the event the Contractor fails to obtain proof of its subcontractor's insurance and a claim is made or suffered based on the acts or omissions of the subcontractor for which no coverage is available, to the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the School District and the School District's Board of Education, officers, employees and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligations provided in this RFP and the Contract(s).
- I. To the maximum extent permitted by law, the Contractor shall hold harmless, defend and indemnify the School District and its Board of Education, officers, employees, and volunteers from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the School District, or employees of the Contractor.

- J. In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor and the Contractor's owners, officers, directors, employees, contractors, and agents to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the School District or its residences. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or the Contractor's owners, officers, directors, employees, contractors, and agents.
- K. The Contractor acknowledges that failure to obtain the required insurance on behalf of the School District constitutes a material breach of the Contract(s) and subjects the Contractor to liability for damages, indemnification, and all other legal remedies available to the School District. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Contractor acknowledges that the procurement of the above-described insurance is intended to benefit not only the School District but also the NYSIR, as the School District's insurer.
- L. Insurance Certificates
Before execution of an awarded contract, the Contractor shall file with the Board of Education triplicate copies of certificates verifying the required insurance coverage, which certificates shall state:
1. The required policy(ies) will not be canceled nor coverage there under reduced without thirty (30) days written notice to the School District; and
 2. That a similar thirty (30) days written notice will be given to the School District prior to the expiration of the policy if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal.
 3. Such certificate shall show the name and address of the insured Contractor, the type of services being provided to the School District (e.g., transportation), the policy number, the type of coverage, the inception and expiration dates and it shall verify what coverages are excluded from the policy. The Board of Education reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist, if necessary, in obtaining such information. At the School District's request, the Contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the School District, the Contractor will provide a copy of any policy's endorsements and forms.
 4. The Board of Education requires that the School District be an additional insured on the Contractor's insurance policies (with the exception of Workers' Compensation and New York State Disability Insurance) at no cost to the School District.

M. Save Harmless

Independent of the above insurance requirements and of the below performance bond requirement, and in addition thereto, to the maximum extent permitted by the law, the Contractor shall indemnify and save the School District and the School District's Board of Education, officers, employees, agents and volunteers harmless from any and all claims and damages for bodily injury, including death, to any person or persons and for damage to real and personal property arising from the ownership, operation, use, including loading and unloading and control of the Contractor's owned, hired, borrowed and non-owned vehicles in its performance of the transportation Contract(s) whether due, in whole or in part, to acts of negligence or other culpable conduct, omission or commission, breach of warranty, or strict liability in regard to the maintenance or operation of said vehicles by the Contractor or the Contractor's owners, officers, directors, employees, contractors or agents, and whether or not due to contributing negligence of said School District or the School District's Board of Education, officers, employees, agents and volunteers, if any, so long as not due solely to the negligence, if any, of said School District or the School District's Board of Education, officers, employees, agents and volunteers. The School District shall give the Contractor reasonable notice of any such claim received by the School 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 School District for contribution.

- N. Performance Bond **Each Proposer must submit with its proposal a written certification from a bonding company** licensed and admitted in New York State that said bonding company shall, if said Proposer is awarded a transportation contract that is the subject of this RFP, be prepared to make, execute, and deliver to the School District a valid performance bond bonding said Proposer in the Proposer's performance of the awarded transportation contract(s), in a sum equal to the full amount of such contract(s) for the entire length of performance of such contract(s). If awarded a transportation contract(s) pursuant to its proposal, the successful contractor, to qualify, may be required to make, execute, and deliver such performance bond issued by a bonding company duly licensed and admitted to do business in the State of New York and approved by the School District's attorney and insurer, to the School District's representative within ten (10) days after the School District's Board of Education's resolution awarding the contract(s). If the Contract(s) are extended for succeeding years, the amount of the performance bond can be negotiated according to the Contractor's performance in the first year. The decision as to whether a performance bond is required rests solely with the Board of Education.

Any bonding company who submits a performance bond for the transportation Contract(s) awarded as a result of this **RFP** agrees to each and every provision of the awarded Contract(s), including but not limited to the terms of this RFP and its Appendices, 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.

It is hereby expressly provided that if the Contractor defaults in the due performance of the awarded Contract(s) or if it persistently disregards laws, ordinances, rules, and regulations or orders of any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of the awarded Contract(s), then the School District in any such events, by its Board of Education, by a resolution setting forth the reasons that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor and its bonding company three (3) days written notice, terminate the employment of the Contractor and may perform the awarded transportation Contract(s) by whatever method the Board of Education deems expedient; or in the alternative, the School District, by resolution of its Board of Education in any of such events may declare a default of said Contractor and invoke performance by said Contractor's bonding company in accordance with its performance bond.

The Board of Education may lawfully expend and apply any monies constituting the unpaid balance of the contract price to either complete the awarded transportation Contract(s) by whatever method the Board of Education 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 awarded transportation Contract(s) in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said School District. In any such events, if the cost to said School District to complete the awarded transportation Contract(s) exceeds such unpaid balance of the contract price, the Contractor shall pay the difference to the School District.

Section 5- School District and Contractor Responsibilities

- A. The Contractor will provide school buses equipped in accordance with the requirements of this RFP and all applicable federal, state and local laws, rules, and regulations together with any necessary supplies for proper maintenance and operation of the school buses used to fulfill the requirements of the awarded contract(s). The Contractor will also employ and supply fully trained and qualified school bus drivers, attendants and monitors necessary to fulfill the terms and conditions of the awarded contract(s), including but not limited to the terms, instructions, conditions, specifications and other requirements set forth in this RFP and its Appendices, and provide supervision over the operation and maintenance of the school buses and conduct of the drivers, attendants and monitors provided by the Contractor. The Contractor shall provide substitute and standby drivers as may be necessary to ensure continuity of service. The Contractor must provide dispatch personnel at all times services are being provided pursuant to the contract(s) awarded as a result of this RFP. The Contractor will provide insurance in compliance with the requirements of this RFP. The Contractor will be responsible for routing and will provide the School District Transportation Office with the routes and names of pupils on each route. All changes must be communicated with and approved by the School District Transportation Office prior to making the change.
- B. The Contractor shall be required to furnish the Board's representative within eight (8) weeks after the start of school actual route mileage for each route, unless the New York State Education Department requires earlier notification.
- C. Fuel: The Contractor shall provide all fuel for all vehicles necessary to provide the transportation services covered by this RFP and the awarded contract(s). Fuel costs will not be reimbursed by the School District as such costs are regular operating expenses that are to be included within the per pupil per day prices proposed. Any underground storage tank(s) utilized by the Contractor shall meet all regulations of any regulatory agency and shall be free of any internal leaks, which may contaminate stored fuel. The Contractor shall be responsible for testing said tank(s) for internal water accumulation at least once per week.
- D. Buses: All school buses used for the awarded transportation contract(s) shall be equipped with seat belts (aka passenger restraints) for every seated passenger in compliance with the Federal Motor Vehicle Safety Standards (FMVSS) section 571.222. A ten-year replacement schedule for large buses and vans is the minimum for the purpose of scoring the proposal. Replacement schedules that are longer than the ten-year standard will result in a zero score for vehicle replacement.

- E. School Year and Number of Days: The school year is 180 days for both public and non-public schools for the purposes of the contract(s) intended to be awarded as a result of this RFP.
- F. Closures, Delays, Early Dismissals, and Exam Periods: Snow days, icy roads, or other days when transportation is doubtful, only the Superintendent of Schools or the Superintendent's designee has the right and duty to determine if there will be school.

The Superintendent of Schools is responsible to determine the closing or delayed opening of schools due to emergency conditions. The decision will be made known to the Contractor prior to the time of dispatching buses.

If classes are in session and weather or emergency conditions arise making it necessary that pupils must be transported home prior to the regular closing of school, the Superintendent of Schools or the Superintendent's designee will so notify the Contractor as soon as possible to provide the usual and necessary early dismissal transportation. Transportation for such early dismissals shall be provided by the Contractor at no added cost to the School District.

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 in the same manner as provided for each regular school day. Contractor is obligated to follow revised time schedule at no additional cost to the School District.

- G. Late Insurance/Bonds: Certificates of Insurance and Performance Bonds (if required) must be received prior to the expiration of previous document. The liquidated damages of \$1000.00 a day will be assessed for each date a Certificate of Insurance or Performance Bond is late.
- H. Books and Records: The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contracts 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 School District
- I. Technical Plan: A technical plan must be provided in each proposal with specific dates to track the events that will lead up to the first day of service under the contract(s) that are the subject of this RFP. Such dates should include delivery of school buses with required equipment, hiring of staff and drivers, completion of routing information, etc.
- J. Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted in each proposal.
- K. Facilities: A detailed description of all terminals and maintenance facilities must be included in each proposal. This description should include location, square footage, age, condition and a list of other equipment or resources available to serve the School District. A physical inspection of these facilities may be part of the School District's evaluation of the proposal. Photographs may be included.

- L. **NYSDOT Records:** Each proposal shall include a current report from the NYSDOT Busnet computer database for the previous three 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.
- M. The Proposer awarded a contract must submit a statement prior to first date of service from the New York State Department of Transportation that the Proposer complies in full with all maintenance requirements of the New York State Department of Transportation and the Proposer must remain in compliance throughout the duration of the awarded contract(s) and any extension(s) thereof. This shall include but not be limited to compliance with the maintenance requirements contained in Sections 720.21 and 721 of the New York State Department of Transportation Rules and Regulations.
- N. The Proposer awarded a contract shall be required to carry out all reasonable requests and instructions of the School District's Transportation Supervisor, Assistant Superintendent for Business and Superintendent of Schools. This includes but is not limited to requests for proof of attendance of bus drivers, monitors and attendants at the required two refresher courses on bus safety, the additional instructions concerning pupils with disabilities and pre-service training.
- O. Each Proposer awarded a contract as a result of this RFP must complete the Data Sharing and Confidentiality Agreement contained in Appendix I within ten (10) days after the School District's Board of Education's resolution awarding the contract(s).
- P. See also the terms and conditions set forth in Appendix B.

Section 7 - Two Way Radios/Cell Telephones/AV Equipment

As previously stated, all vehicles, including spares, used to transport the School District's pupils under the awarded contract(s) will be equipped with two-way radios of at least 110-watt capacity. CB units are not acceptable. The two-way radios utilized must be capable of direct transmission to the base station dispatcher from any point to and from the destination facility while operating under the awarded contract(s) and shall remain in contact with the dispatcher's base station at all times when school buses are in service pursuant to the awarded contract(s). Cellular phones or other communication devices may be used to augment the two-way radios and are required for out-of-district routes. Under no circumstance shall a bus driver violate any local, state or federal laws and regulations regulating the use of cellular devices while driving. Proof of two-way radio equipment must be provided within 5 days of contract award. The Contractor must have a license from the Federal Communications Commission for use of two-way radios when providing transporting services under the awarded contract(s). Base stations must be able to reach all parts of the School District and the out-of-district destinations through the two- way radios or other additional means of communication.

As previously stated, all school buses 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 vehicle. Such camera system shall include a minimum of two (2) cameras on vehicles capable of transporting more than twenty (20) passengers. Cameras must be installed and operated in a manner satisfactory to the School District. The Contractor will install, maintain and operate the camera system at no additional cost to the School District.

Section 8 - Addition or Deletion of Pupils

The Board of Education reserves the right to add or delete pupils being transported to and from nonpublic schools throughout the term of the contract(s) to be awarded as needed, including but not limited to if pupils increase or decrease, or if schools open or close, or if the School District Transportation policies change. The total contract cost of the awarded contract(s) will be calculated using the awarded per pupil per day rate.

Section 9 - Regulations of the Commissioner of Education

The contractor will comply with the requirements of Section 156.3 of the Regulations of the New York Commissioner of Education.

Section 10 - School Locations and Time Schedules

Current schedules and destinations are included in appendices of this RFP. Following award, the School District will provide its 2026-2027 calendar to the Contractor as well as the 2026-2027 calendars of the nonpublic schools to which transportation will be provided under the contract(s) awarded as a result of this RFP.

Based on the school calendars provided by the School District, the Contractor shall be responsible to know the days on which school is in session for each of the schools to which transportation is provided.

Section 11 - Fleet Information and Bus Replacement

Fleet description, inspection records and results are to be included in the proposal. Buses and vans must be newer than ten years old. Average age of fleet will affect score for vehicle replacement schedule.

Section 12 - Routes

Route descriptions are included in the Appendices of the RFP.

Section 13- Cost of Transportation Services and Cost Forms

The transportation needs of the School Districts are anticipated to be similar in 2026-27 to what they are in 2025-26, as it concerns school building locations, bell times and numbers of pupils. The regular year 2025-2026 is defined and described in Appendix D to this RFP. As of April 01, 2026, there are no monitors assigned to the buses providing pupil transportation to the nonpublic schools that are the subject of this RFP. The per pupil per day rate shall include the cost to supply a monitor, if needed, on a bus.

Solely for purposes of evaluating the proposals received, the number of pupils being transported to each nonpublic school as of April 01, 2026 during the 2025-2026 school year (See Appendices D and E) will be used to determine the relative cost of transportation to and from each nonpublic school.

It should be noted that the actual transportation needs for the 2026-2027 school year may vary from those of the 2025-2026 school year based upon a number of factors, including but not limited to, pupils move in and out of the District, classroom locations, pupil requests, and opening and closure of nonpublic schools. During the term of the Contract(s), the School District may increase or decrease the number of pupils being transported to the nonpublic schools that are the subject of this RFP.

The School Districts seeks proposals for home to school transportation of pupils to the nonpublic school listed in Appendix D on a per pupil per day basis.

Charges for home-to-school transportation from the Contractor will be based upon the number of pupils the School District assigns to the Contractor for transportation to a nonpublic school at the per pupil per day price awarded by the School District for such nonpublic school.

The per pupil per day rate for one or more of the nonpublic schools that is the subject of this RFP for home-to-school transportation from September to June must be submitted on the form provided in Appendix C of this RFP.

The prices filled into the Proposal Forms shall include all labor, materials, equipment, necessary buses, necessary monitors, supplies, fuel, overhead and profit, and all other related costs. The School District reserves the right to correct mathematical errors in extensions and additions by the Proposers. The School District's corrected proposal sum total shall control over the Proposer's computed proposal sum total.

Section 14- Proposal

- A. Sealed proposals can be submitted in paper format or electronically, via non-encrypted flash drive, in a sealed envelope. If submitting paper copies submit one (1) original and two (2) copies of each proposal and its related materials to the Suffern Central School District by 9:30 a.m. on July 10, 2026 in an envelope clearly marked:

**NONPUBLIC PUPIL TRANSPORTATION PROPOSAL:
RFP # NPPTS07102026, Opening: July 10, 2026 @ 9:30am Suffern Central School
District Administration Building**

The School District reserves the right in one or more Addendum to change the date, time and location of the opening of proposals, in which case the marking on the envelope shall reflect the new date and time. If the School 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 School District's Business Office is open at the same previously scheduled time and proposals may be received until such date and time that proposals are opened.

- B. Proposals must include copies of all pages of the RFP with each page initialed by the Proposer.
- C. See Appendices A and B for additional proposal requirements.

Section 15-Evaluation of Proposal

The proposal or proposals will be evaluated by a committee established by the School District administration and Board of Education based on the criteria in Section 156.12 of the Regulations of the New York Commissioner of Education.

Measures of safety include formal safety programs including driver training, administrative procedures for driver employment, pupil safety programs, and accident record analysis and the most current NYS Department of Transportation Bus Inspection System Operator Profile.

Costs proposed in each proposal will be compared to each other using the number of pupils being transported to each nonpublic school as of April 01, 2026 during the 2025-2026 school year (See Appendices D and E) to determine the relative of cost transportation to and from each nonpublic school.

Quality of service will include measures of any quality management criteria such as mission statements and goals.

Criteria and weighting pursuant to Section 156.12 of the Regulations of the New York Commissioner of Education are contained in the public notice soliciting proposals and Appendix A of this RFP.

Proposals for transportation must include cost using the format of the forms included in the Appendices of this RFP. All proposals must include the certifications contained in Appendix F of this RFP, including but not limited to a signed Non-collusive Statement in the format of the form included in the RFP.

Section 16 - Contract Non-Assignable

- A. The Contract(s) for transportation or any right, title, or interest therein or payments to be made thereunder may not be assigned, transferred, or otherwise disposed of by the Proposer/Contractor without the written approval of the Board of Education of the School District, the Superintendent of Schools of the School District, and the New York Commissioner of Education. The School District's Board of Education may withhold such approval for any reason whatsoever in its absolute discretion.
- B. The Contractor may only engage subcontractors, hire others to perform all or part of the awarded Contract(s), and otherwise delegate the Contractor's obligations to perform under awarded Contract(s) with the prior written consent of the School District, which consent may be withheld for any reason whatsoever in its absolute discretion.

Section 17 - Storage of Buses and Maintenance and Repair Facility

The proposal submitted must address the location of bus storage and the repair and maintenance facility. The facility or facilities must be located within a reasonable distance (and time) so as to provide quality and timely service on a daily basis and in case of emergencies. A storage facility within the School District is preferred and will obtain maximum points. Failure to address the location or to provide a reasonable location will affect scores on Fleet inspection, maintenance schedule and safety. The proposer must provide bus parking at a reasonable location.

***Suffern Central School District
Administration Building
45 Mountain Avenue
Hillburn, New York 10931***

Appendices and RFP Forms

APPENDIX A

SECTION 156.12 OF THE REGULATIONS OF THE COMMISSIONER OF EDUCATION AND PROPOSAL SCORING DOCUMENT

SECTION 156.12 OF THE REGULATIONS OF THE NEW YORK COMMISSIONER OF EDUCATION

156.12 Transportation contracts awarded through a request for proposals.

- (a) Pursuant to the provisions of paragraph (a) of subdivision 14 of section 305 of the Education Law, all contracts for the transportation of pupils which are subject to the competitive bidding requirements of General Municipal Law shall be awarded to the lowest responsible bidder or through an evaluation of proposals submitted in response to a request for proposals by a board of education.
- (b) When a board of education elects to award a contract through an evaluation of proposals in response to a request for proposals, such board of education shall evaluate each proposal from a responding contractor in accordance with the following criteria:
 - (1) the previous experience of the contractor in transporting pupils;
 - (2) the name of each transportation company of which the contractor has been an owner or manager;
 - (3) a description of any safety programs implemented by the contractor;
 - (4) a record of accidents in motor vehicles under the control of the contractor;
 - (5) the driving history of employees of the contractor;
 - (6) inspection records and model year of each of the motor vehicles under the control of the contractor;
 - (7) maintenance schedules of the motor vehicles under the control of the contractor;
 - (8) a financial analysis of the contractor;
 - (9) documentation of compliance with motor vehicle insurance requirements; and
 - (10) total cost of the proposal.
- (c) Any public notice soliciting proposals for transportation services as well as any instructions provided to potential respondents to a request for proposal pursuant to this section, shall specify all of the criteria to be used in evaluating such proposals and shall specify the weighting that the board of education has assigned to each criterion for the purpose of evaluating proposals submitted in response to the request for proposals. For this purpose, no single criterion shall be weighted in excess of 50 percent of the total weight of all of the criteria to be used. In addition, the board of education shall establish a minimum score threshold which shall be required to accept proposals.
- (d) Each district awarding a contract through an evaluation of proposals shall submit such contract to the Commissioner for approval pursuant to the provisions of Education Law sections 305(14)

and 3625, together with satisfactory evidence of the date of the request for such proposals, the forms and instructions used in making such request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to such criterion, the committee scores used to assess each category of the criteria and such other information as the commissioner deems necessary for such approval.

- (e) Proposals for contracts for anticipated transportation needs for the following school year shall be requested no later than June 1st of the school year for which such contracts are to be awarded.
- (f) Notwithstanding, the provisions of subdivision (e) of this section, in the case of an emergency or other unforeseen occurrence or condition affecting transportation services and requiring immediate action which cannot await responses to a request for proposals, interim contracts may be awarded for a period not to exceed one month pending the award of a contract for such services in accordance with the provisions of subdivisions (a) through (d) of this section.
- (g) Proposals for contracts which cannot be anticipated in accordance with the provisions of subdivision (e) of this section, because of an emergency or other unforeseen occurrence or condition affecting transportation services, shall be requested at least 30 days prior to the beginning date of service.

	Category	Weight	Score
1	Previous Quality of Experience of Proposer in School Transportation	10	
2	Name of each Additional Transportation Company in which Proposer is or has been an Owner or a Manager of and the Proposer's Previous Experience with such Transportation Companies	5	
3	Safety Program Implemented by Proposer	10	
4	Accident History - record of accidents in motor vehicles under the control of Proper	5	
5	Record of Drivers - driving histories of employees of Proposer	10	
6	Fleet Inspection Record and Vehicle Replacement Schedule, including Model Year of Vehicles Under Control of the Proposer	5	
7	Maintenance Schedule of Vehicles under the Control of the Proposer	5	
8	Financial Analysis of Proposer	5	
9	Compliance with Insurance Requirements	5	
10	Cost of transportation to and from school during the regular school year (September to June) - points to be prorated on percentage over lowest cost	40	
TOTAL		100	

A minimum score of 85 is required to be eligible for an award of pupil transportation contract.

Contractor_____ Date _____

Rater_____ Date _____

Pupil Transportation Proposal - RFP # NPPTS07102026
Proposal Scoring Document

Date: _____

Proposer: _____

Evaluator: _____

	Category	Maximum Score	Score
1	Quality of Previous Experience in School Transportation A. Completed experience form: <u>7</u> points B. Other information or data: <u>3</u> points	10	
2	Owner of All Previous Companies A. Response to information on the transportation company where principals of the Proposer have been an owner or manager <u>2</u> points B. Proposer's previous experience with such Transportation Companies <u>3</u> points	5	
3	Description of Safety Program of Proposer	10	
4	Accident History – Record of accidents in motor vehicles under the control of Proposer, including loss runs for all companies and subsidiaries	5	
5	Record of Drivers - Driving histories of employees of Proposer	10	
6	Fleet Inspection Record and Vehicle Replacement Schedule A. NYS DOT BUSNET summary for closest facility <u>3</u> points B. Vehicle List and information <u>2</u> points	5	
7	Maintenance Schedule of Vehicles under the Control of Proposer	5	
8	Financial Analysis of Proposer (including consolidated financials for all companies and subsidiaries) A. Proof of bondability for performance bond: <u>2</u> pt B. Responses for financial analysis of the Proposer: <u>3</u> pts	5	
9	Compliance with Insurance Requirements	5	
10	Cost of transportation to and from school during the regular school year (September to June) A. Lowest Cost = 40 points B. Higher Cost = Points to be prorated on percentage over lowest cost	40	
TOTAL		100	

A minimum score of 85 is required to be eligible for an award of pupil transportation contract.

APPENDIX B

QUALIFICATIONS OF CONTRACTORS, PROPOSAL PROCEDURES, TRANSPORTATION REGULATIONS AND SPECIAL CONDITIONS FOR PROPOSERS

1. CONTRACTOR QUALIFICATIONS

The work and services described in these documents include the performance of activities directly affecting the safety of the pupils of the Suffern Central School District (the "School District") and the public generally. The School District may make any investigation necessary to determine the ability of the Proposer to fulfill the contract(s) to be awarded and the proposed Contractor shall furnish the School District with all such information for this purpose as the School District may request. If, in the opinion of the School District, the Proposer is not properly qualified or responsible to perform any obligations of the contract(s) to be awarded, the School District reserves the right to reject its proposal.

For purposes of this Appendix of the RFP "Proposer" and "Contractor" shall be used interchangeably to refer to the transportation provider that has submitted a proposal in response to this RFP. The Proposer(s) awarded one or more contract(s) for transportation as a result of this RFP shall become a contractor of the School District and the terms, conditions and specifications contained in this RFP, including any and all of the Appendices and any Addenda that may be issued, shall be incorporated into and form a part of the awarded contract(s) for transportation services.

The following minimum requirements must be met to qualify as a responsible Proposer:

- A. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the School District with a copy of its BUSNET Bus Inspection Operator Profile Summary for the latest period. The School District expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10%. The School District reserves the right to reject any proposal from a Contractor that it deems is not performing adequate maintenance to its school bus/van fleet. The location for bus storage and the repair and maintenance facility must be included in the proposal.
- B. The Contractor must possess and provide the School District with a copy of its Company Drug and Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter.
- C. The Contractor must employ or contract with a Safety Supervisor who is a New York State Department of Motor Vehicles-Certified Article 19-A Examiner and a State Education Department-certified School Bus Driver Instructor (SBDI). The Contractor must provide the School District with the names and respective certification numbers of all employees/contractors so certified.
- D. The Contractor shall provide the School District with a reference list which lists the names of all school districts and/or schools serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with. This reference list shall include all school districts and/or schools the Contractor has served, with dates of service, during the past five (5) school years. The Contractor must have held contracts with these School Districts and/or schools under the same company or corporation name.

- E. The Contractor must be financially responsible as demonstrated by:
1. The submission of audited or reviewed financial statements for the last three (3) years that, in the opinion of the School District, have been satisfactory.
 2. The submission of a list of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens. Said list must, in the opinion of the School District, not indicate any potential for future operating or financial problems which could negatively impact service to the School District.
 3. The Contractor has not been denied a Performance Bond within the last seven years. Proof of bondability must be provided by the Proposer in the full amount of the Proposal total.
 4. A satisfactory credit history as demonstrated by a review that may be made by the School District.
- F. The Board of Education of the School District reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of this RFP. Upon investigation and evaluation, the Board of Education may choose to reject any proposal where it is found that the Contractor's qualifications are not consistent with the information presented.
- G. The Proposer must provide a complete copy of its most recent NYS DMV 19A Record Review and DMV Annual Statistical Report. If a Proposer has had vehicle registrations suspended in the past four years by DMV as a result of a 19A Record Review, the Proposer shall be deemed unqualified.
- H. Each Proposer may provide any other information or data that further demonstrates its experience, qualifications, responsibility and/or ability to provide high quality service compliant with the requirements of this RFP.

2. **PROPOSALS**

A. **Proposal Procedure and Requirements**

1. The date and time of the opening of proposals will be given in the Public Notice, which may be modified in one or more Addendum. The School District reserves the right in one or more Addendum to change the date, time and location of the opening of proposals, in which case the marking on the envelope shall reflect the new date and time. If the School 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 School District's Business Office is open at the same previously scheduled time and proposals may be received until such date and time that proposals are opened.
2. All proposals must be submitted on and in accordance with forms and certifications included in this RFP. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures clearly written in ink.

4. Proposers are required to provide a per pupil per day rate for all of the nonpublic schools that are the subject of this RFP.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor 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 Contractor to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing same typewritten or printed legibly below each signature. No initials, stamp, photocopy of 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.
6. Contractors will provide, along with the complete proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts and/or schools (including dates of service) which they have served during the past five (5) years and a summary of their experience over at least five (5) years of successfully operating a school transportation program in compliance with the 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, Rockland County Department of Health. In lieu of organizational experience, staff experience must be demonstrated.
7. Upon request of the School District, a Contractor may be required to submit additional information to support or clarify information contained within its proposal.
8. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specification may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
9. Prices and information required, except the signature of the Contractor, should be handwritten or typed for legibility. Illegible or vague proposals may be rejected.
10. No charge will be allowed for federal, state, or municipal sales and excise taxes since the School District is exempt from such tax.
11. All proposals received after the time stated in the Public Notice, as may be amended by one or more Addendum, will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by the delivery service utilized and the employees of the School District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having its proposal deposited on time and at the place specified.
12. It is the Proposer's responsibility to ensure that all requested information is supplied. **The Board of Education reserves the right to waive what it deems proposal or specification informalities relating to a specific proposal, to reject any**

and all proposals, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, as in the Board of Education's judgment, it deems to be in the best interest of the School District.

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, Rockland County Department of Health .
14. All proposals must be sealed. Sealed proposals can be submitted in paper format or electronically, via non-encrypted flash drive, in a sealed envelope. If submitting paper copies submit one (1) original and two (2) copies of the proposal and related materials. All proposals must be addressed to the Suffern Central School District Business Office. Each proposal envelope, package or box must be clearly marked, "Nonpublic Pupil Transportation Proposal: RFP # NPPTS07102026 Opening: July 10, 2026 @ 9:30am" and must be addressed as follows: Attn: District Clerk, Suffern Central School District, Administration Building, 45 Mountain Avenue, Hillburn, NY 10931. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the School District and will not be returned to the Proposer. The Proposer is responsible for making its own copies of any or all parts of this document for its files. The School District reserves the right in one or more Addendum to change the date, time and location of the opening of proposals, in which case the marking on the envelope shall reflect the new date and time.
15. Following contract award or rejection of all proposals, proposals are 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 School 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 School 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 is unacceptable and may result in no part of the proposal being treated as constituting a trade secret or other proprietary information or data.
16. 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.
17. The Board of Education reserves the right to award the transportation services that are the subject of this Request for Proposals to one or multiple Proposers on the basis of the nonpublic school attended or on the basis of a route that travels to and from more than one nonpublic school. Each responsive proposal will be evaluated based on the

weighted criteria stated in the Public Notice and in Appendix A to this RFP. In the interest of pupil safety and administrative time, effort, expense and efficiencies, the School District reserves the right to not award a contract as a result of this RFP and instead to provide all home to school transportation services pursuant to its existing transportation contracts.

18. Term of the contract(s) for nonpublic school pupil transportation services awarded as a result of this RFP, if any, shall be for one year, the 2026-2027 school year. The School District having received satisfactory service during the term of the awarded contract(s), may extend the contract(s) for future one year or multiple year extensions at a price to be negotiated, but in no event at a rate in excess of the previous year's contract(s) price plus the percentage increase of the consumer price index for all urban consumers (CPI-U) for the New York, N.Y. - Northern N.J. area for the 12-month period ending on May 31st immediately preceding the commencement of the contract extension, unless regulations relative to extensions of pupil transportation contracts are modified during the term of the awarded contract(s). Please note the award of multi-year extensions of pupil transportation contracts is conditioned upon the approval of the School District's voters.
19. Prior to the award and during the course of the Contract(s), the School District reserves the right to increase or decrease the number of pupils being transported to nonpublic schools that are the subject of this RFP based on pupils move in and out of the School District, the School District's enrollment, route scheduling, special education placement and/or policy changes as well as the opening or closing nonpublic schools and any other causes.
20. If two or more Proposers have the highest score determined by the scoring criteria, the School 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 one such Proposer shall be final.

B. Contractor's Certifications: See required certifications in Appendix G.

1. Under penalty of perjury the Contractor certifies that:
 - a. The proposal submitted herein has been arrived at by the Contractor independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the Request for Proposals, and
 - b. The contents of the proposal have not been communicated by the Contractor, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Contractor or its surety on any bond furnished herewith, prior to the official opening of the proposal.

C. Interpretation of Documents

No interpretation of the meaning of this RFP, including in its Appendices and Addenda, will be made to any Contractor orally. Every request for such interpretation shall be made in writing, addressed to Etna Martinez, 45 Mountain Avenue, Hillburn, NY 10931, or emailing to emartinez@sufferncentral.org, and must be received no later than five (5) business days prior to the date of the proposal opening. Notice of any and all interpretations and any supplemental instructions will be sent to all Proposers of record by the School District in the form of an Addendum to the RFP. All Addenda will be posted on the School District and Bidnet websites and shall become part of this RFP. Failure of any Proposer of record to receive any such Addendum or interpretation shall not relieve any Proposer from any obligations of the awarded Contract(s). It is the Proposer's responsibility to ensure that it has received all RFP materials, including Addenda.

D. Contract

1. Each proposal will be received with the understanding that its acceptance, in writing, by the School 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 Proposer and the School District that is subject to the approval of the New York Commissioner of Education. The Contract(s) shall bind the Proposer to furnish the labor, equipment and material required at the prices and in accordance with the conditions of the Contractor's proposal as accepted by the School District.
2. 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 the New York State Department of Education.
3. 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 School 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 School 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 School 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 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 School District. Said damages are to include reasonable attorney's fees incurred in contracting with another party. If the Contractor is declared in default, the School 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 School District as a result of the Contractor's default.

- 4. 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 School District.
- 5. The Public Notice and this RFP (including but not limited to its terms, conditions, Proposer Qualifications, specifications, Appendices and any Addenda) shall form a part of the awarded contract(s) and the provisions thereof shall be binding upon the Contractor and the School District. The term "Contract Documents" shall include all of the aforesaid together with the Contract(s) itself.
- 6. 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 or in 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.
- 7. It is understood that the Contract(s) in no way excludes the School District from using its own vehicles, or services provided by BOCES or other school districts to transport the School District's pupils or residents, or in any way limits the School District from using other contractors in performing similar or other transportation services.
- 8. Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said conformance is received by the School District.
- 9. 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, the Proposer is required to draw such matter to the attention of the School District in writing before it submits a proposal. If the Proposer fails to do so, the School District shall resolve such ambiguity, inconsistency, error or conflict and the Contractor will be bound by the School District's resolution and interpretation.

10. A contract may be awarded on the proposals as submitted, or the School District may elect to negotiate technical aspects of the proposals and/or prices after reviewing all proposals submitted with Proposers whose proposal are responsive and meet the minimum points necessary for contract award. The School District reserves the right, prior to an award of contract, to evaluate the segment prices of regular route cost, extra trip cost and negotiate and/or reject any unit price that is determined by the School District to be unreasonable in amount.

E. Guarantees by the Proposer

1. The School District may at any time by a written order, require the performance of extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services so ordered shall be determined by the applicable prices, set forth in the Contract. The School District shall not be liable for any extra transportation services or increased compensation for transportation services unless such services are authorized by the School District's written order.
2. All services, workmanship, equipment (including vehicles used for pupil transportation) and credit history shall be subject to inspections, examination, and test by the School District at the School District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the School District. The School District reserves the right to reject any services and equipment (including vehicles used for pupil transportation) that do not meet the standards expressed in the Contract Documents or established by applicable New York State and federal laws, rules and regulations.
3. The Contractor warrants and guarantees:
 - a. That the Contractor is financially solvent and is experienced in and competent to perform the pupil transportation services that are the subject of this RFP and to furnish the labor, materials, supplies, and equipment to perform such transportation services.
 - b. That it 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 Contract(s). The Contractor shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in this RFP. Certificates of Insurance will be submitted no later than 30 days prior to the initiation of each contract year.
 - c. That it will comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the School District and that it will comply with all other applicable Federal, State or local laws, rules, and regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

- d. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the School District.
- e. That all pupil transportation services provided pursuant to the Contract(s) shall be provided without regard to a pupil's actual or perceived race, creed, color, weight, gender (including gender identity and gender expression), sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
- f.
 - 1. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, gender, marital status, military status, domestic violence victim status, predisposing genetic characteristic or any other classification protected by New York State or federal law. That Contractor will not so discriminate in connection with but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, or selection for training or retraining, including apprenticeship and on-the-job training.
 - 2. That it 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 race, creed, color, sex, age, national origin, disability, gender, marital status, military status, domestic violence victim status, predisposing genetic characteristic or any other classification protected by New York State or federal law.
- g. That it will comply with all federal laws, regulations, rules and requirements for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.
- h. That it will comply with any and all applicable federal, New York State and/or local laws, rules, regulations, and Executive Orders (of the Governor of New York State or President of the United States), and health and safety guidelines, rules, determinations, or guidance issued by the New York State Department of Health, Rockland County Department of Health or the CDC as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.
- i. That it has knowledge of and understands all New York State and federal statutes, rules and regulations, including but not limited to regulations of the Commissioner of New York State Education Department, the Commissioner of the New York State Department of Transportation and the Commissioner of the New York State Department of Motor Vehicles, relating to transportation of pupils, and in particular pupils with special needs, and those statutes, rules and regulations have been taken into account in making the proposal submitted in response to this RFP

F. Payments

1. The acceptance by the Contractor of the Final Payment for each pupil transportation contract per school year shall release the School District of all liability to the Contractor for all services performed in connection with the pupil transportation contracts and for every act and neglect of the School District and others relating to or arising out of the pupil transportation contract(s) and
2. Payments of any invoice or claim shall not preclude the School District from making claims for adjustment on any item found not to have been in accordance with the awarded contract(s) and this RFP (including but not limited to its or the awarded contract(s) conditions and specifications).
3. The School District may withhold from the Contractor so much of the payment due the Contractor for the non-performance damages and/or fines assessed pursuant to the Contract(s) and this RFP as well as such sums as may in the judgment of the School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials on the Contractor's behalf pursuant to the Contract(s). The School District shall have the right, as agent for the Contractor to apply any amounts so withheld in such manner as the School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
4. Payment by ACH for services rendered under the provisions of a contract awarded as a result of this RFP shall be made upon receipt of properly itemized invoices submitted to the School District. Such payments for regular school year services (September to June) shall be made monthly by ACH on the basis of services already rendered. If an invoice is received by the tenth day of a given month, payment will be tendered by ACH within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment for regular school year services (September to June) will ordinarily approximate one-tenth (1/10) of the yearly Contract(s) amount, 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 vehicles used, or other mutually agreed to revision that would affect the total yearly cost.

G. Savings Clause

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

H. Personnel Matters

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees or contractors. All school bus drivers, mechanics, bus monitors and attendants must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of federal and New York laws, ordinances, and regulations (including but not limited to the regulations of the Commissioners

of the New York State Education Department, New York Department of Transportation and New York Department of Motor Vehicles), including but not limited to all requirements for licenses, trainings, certifications, physical examinations, physical performance tests, fingerprinting, background checks, and drug and alcohol testing.

1. It is recognized that for the protection of the School District's pupils, drivers, and all other persons coming in contact with the pupils, must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus (or other vehicle providing services pursuant to the Contract(s)) or serve as a bus monitor or bus attendant, whose moral character is not of the highest level or whose conduct might in any way expose any pupil to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor or attendant who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. **All bus drivers, bus monitors and attendants must understand and speak English well enough to converse with other people, understand highway traffic signs and signals in the English language, answer questions from officials, and make entries on reports and records -- there will be no exceptions.**
2. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the School District or the respective Superintendent of Schools shall have the right to direct the removal of any person (driver, attendant/monitor or office personnel) from School District property and from providing services to the School District pursuant to the Contract(s), who in their opinion detracts from an efficient operation of the transportation services and/or the safety of the pupils served by the School District's transportation services. The School District's Board of Education reserves the right for the School District's Superintendent of Schools, in the exercise of its sound discretion, to reject drivers or bus monitors and attendants or to direct that they be replaced, without being limited to considerations of health and driving records. The School District also reserves the right to provide specialized services or medical support, through its own personnel or other contractors, to individual pupils while they are being transported on the Contractor's vehicles to and from school.

The Contractor shall indemnify, defend and hold harmless the School District, and its Boards of Education, officers, employees, agents and volunteers from and against any claims, actions, causes of action, liability, damages, including attorneys' fees and costs, which may arise from the Contractor's decision to terminate the employment of any employee or agent who had been assigned to the School District.

3. All drivers, monitors and attendants provided by the Contractor pursuant to the Contract(s) shall be properly dressed. Items such as cut-off t-shirts, short shorts and open-toe shoes are not acceptable. School bus drivers, monitors and attendants shall be courteous at all times to School District personnel, personnel of all public and non-public schools to and from which transportation is provided, parents and guardians.

4. The Contractor must comply with all New York State, federal, and local laws, rules and regulations, and Regulations of the Commissioners of the New York State Departments of Education, Motor Vehicles and Transportation, regarding school bus driver employment and bus operation, and any regulations relative to the employment of bus monitors and attendants.
5. Each driver and/or bus monitor and attendant performing services pursuant to the Contract(s) shall be involved in all Safety Programs which are or may be required by the laws, rules, and regulations of the State of New York.
6. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the School District's Superintendent of Schools or the Superintendent's designee.
7. The Contractor shall be responsible for providing practice and instruction to the school bus drivers, attendants and monitors providing transportation services under the Contract(s) with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows, and roof hatches as a means of escape in case of an accident.
8. **The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior approval of the School District's Transportation Dispatcher.** Additionally, prior to the first day of school and throughout the year(s), as needed, all drivers shall traverse ("dry run") their assigned routes until they become thoroughly familiar with all stops and roads. Once a year, school bus drivers, monitors and attendants must participate in a complete timed dry run without additional cost to the School District.
9. The Contractor, along with its drivers, will be responsible for the safety and supervision of the pupils transported under the Contract(s). The judgment of the School District as to the adequacy of such supervision shall be final. The transfer of pupils transported under contract from one vehicle to another, or one route to another, may not be undertaken by the Contractor without the express approval of the School District for such transfer(s). Approval may be denied by the School District if it is in the best interests of the pupil(s) to do so.
10. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon any School premises or vehicles utilized for pupil transportation pursuant to the Contract(s) by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants, or prescription drugs. The Contractor is required to fully inform its employees of this provision.
11. Each driver will remain aboard his or her assigned school bus at all times that pupils are aboard said bus. **Each bus driver is responsible for checking their bus at the conclusion of each run for sleeping pupils, book bags, and other items that may be left behind.**

12. Under no circumstances shall a driver refuse or fail to pick-up or discharge a pupil at an established school bus stop, unless authorized by the School District Transportation Office or designee, nor shall a driver remove a pupil from a school bus providing services under the Contract(s) before reaching the pupil's intended destination, except in case of an emergency.
13. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups and drop-offs. Said dispatcher will maintain contact with the School District Transportation Office until the last pupil is off the last bus and the dispatcher notifies the School District that all of the pupils have been delivered to their designated drop-off points. The dispatcher may not have a regularly assigned route. If the dispatcher serves as a substitute driver, the dispatcher position must be covered by another trained employee of the Contractor when the dispatcher is serving as a driver.
14. The Contractor will maintain internet capability, email and a real-time communications capability with the School District's Transportation Office that is able to interface with the School District's systems (e.g. currently Microsoft Teams is utilized). For all times before six a.m., and after six p.m., the Contractor must maintain communication with drivers.

I. Vehicles

1. It shall be the responsibility of the Contractor to provide a sufficient number of school buses and vehicles, with sufficient capacities to adequately meet the needs of the School District. All school buses (including vans and other vehicles) will have valid New York State Department of Transportation operating/ inspection certificates and be maintained in safe, clean, and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on school buses and vans used during the term of the Contract(s).

In addition to the necessary school buses and vans to meet the scheduled needs, the Contractor is required to have sufficient spare vehicles located at such place to ensure that the spare vehicle can respond to a vehicle need within minutes.

The following safety features must be installed on all school buses and vans:

- a) working seat belts installed for each seating position;
- b) high back padded passenger seats;
- c) flashing red school lights and fully-functioning stop sign;
- d) two-way radios of at least 110 watts capacity sufficient to reach all vehicles in operation from the dispatch point to all parts of the School District;
- e) handrails that pass industry standard drawstring tests;
- f) "eyebrow" crossover mirrors installed on both front fenders;
- g) the contractor's telephone number posted at the rear of each vehicle's body;
- h) bus numbers painted on roof
- i) functioning camera system acceptable to the School District
- j) crossing arms
- k) equipping 75% of vehicle fleet with air conditioning and all new or replacement vehicles is to be equipped with air conditioning until 100% of the fleet is equipped with air conditioning

The School District's Superintendent of Schools or his/her designee reserves the right to reject school buses and other vehicles to be used under the Contract(s). In the event of rejection, the Contractor will be fully responsible for replacing the rejected buses. Replacement buses and vehicles shall be available in case of breakdowns during pupil transportation within 20 minutes.

2. Each Proposer is required to provide with its proposal, the owner, make, model, year, fuel type and seating capacity of each school bus, van and other vehicle owned by the Proposer or otherwise available to provide services to the School District if awarded a transportation contract by the School District.
3. The School Districts reserves the right for the Superintendent of Schools and/or the Superintendent's designee(s) to inspect all vehicles to be used to provide transportation services to the School District prior to any Contract award and during the term of the Contract(s).

J. Facilities

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for school buses and vans used in the operation of this Contract(s). The School District will closely monitor D.O.T. bus inspection out-of-service percentage rates and generally expects an OOS rate that is 10% or less. School buses and vans shall be safely parked and secured at the Contractor's location. Each proposal shall provide the exact location of its nearest established maintenance facility that meets current D.O.T. requirements. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract(s). A facility inspection will be conducted when the School District has reason to ascertain that appropriate maintenance is being conducted by the Contractor. The facility office must meet all requirements of this RFP and comply with all applicable federal, state and local laws, ordinances, rules and regulations.

K. Tolls

The cost of tolls incurred by the Contractor for home to school transportation will not be reimbursed by the School 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 that is included within the per pupil per day rate awarded.

L. Safety Requirements

The Board of Education, through their respective Superintendent of Schools, reserves the right to require any and all precautions for the safety of pupils in their transportation to and from school. All pupils are to enter and leave buses at the curb and at no time are pupils to be transported off public highways. All school bus drivers, monitors and attendants will be trained as to how to ensure pupils are safely loaded and unloaded. This training shall include, but is not limited to, an understanding that all pupils must be supervised carefully at all times.

M. Route Scheduling

1. The School District and the Contractor will work together to develop routes and all routes will be subject to the final approval of the School District. It will be the Contractor's responsibility to assign vehicles, drivers, monitors, trip alias, etc. to each bus route in the routing software. The School District reserves the right to set-up all routes, to change any and all routes, times routes are to be operated, bus stops and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the proposal. No route changes are to be made by the Contractor without the prior permission of the School District. The Contractor is responsible for providing its drivers performing transportation services to the School District with directions to assist drivers with safe, efficient travel from bus stop to bus stop.
2. Situations may arise that will require additional routes or services. The School District also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like. The Contractor will initiate new service within seventy-two (72) hours of receipt of the service requirement from the School District.
3. The School District and Contractor shall cooperate in revising the runs, routes, trips and other transportation services to be included within the awarded contract(s) to improve service, operating efficiencies or economy. No changes in regular runs, routes, trips, sets of trips or other services may be made without prior approval of the School District's Superintendent of Schools or her/his designee.
4. In addition to the regularly scheduled AM and PM bus services, the Contractor shall also provide the following transportation services without additional cost to the School District:
 - a. Early dismissals of any and all schools for professional development of staff, parent conferences, special events, weather conditions, emergencies circumstances (e.g., utility disruptions, gas leaks, heat disruptions), or other reasons
 - b. Delayed start service due to road and/or weather conditions, professional development, parent/teacher conferences, emergencies, or other causes
 - c. Additional transportation services for examination schedules during examination weeks for any grade level at any school and/or to and from examination sites.
 - d. Additional transportation services for kindergarten orientation
 - e. Bus drills at schools
 - f. In emergency circumstances, additional transportation to and from schools and/or other sheltering locations

5. Pupils shall be delivered to their respective schools no earlier than ten (10) minutes before the scheduled time and no later than ten (10) minutes after the scheduled time or as the School District may otherwise direct. School buses and other vehicles providing transportation services shall be in designated school parking areas ten (10) minutes prior to dismissal or scheduled afternoon loading time.
6. It is understood that on those days that School District's public schools are closed for vacation, conferences, professional development or other reasons and one or more of the special education or non-public schools that the School District's pupils attend is open, with the exception of legal holidays, the Contractor will be responsible for furnishing any required transportation to those open non-public schools. Based on their respective school calendars, the Contractor is responsible for knowing when all schools to which transportation services are provided are scheduled to be in-session for pupils during the 2026-2027 school year and any subsequent school year based on their respective school calendars.
7. The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the School District. Any request for said information must be supplied in a reasonable timeframe but not to exceed three (3) business days.
8. Each school bus and van used under this Contract will display the proper route/vehicle designation when on scheduled runs, routes or trips. The route/vehicle designations will be securely attached to the right-side forward-most passenger window or in another location approved by the School District's Transportation Supervisor.

N. Operating Matters

1. School District's Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the School District as set out in the present written policies, rules and regulations of the School District, relevant to pupil transportation and such other future policies, rules and regulations as may be adopted by the School District, with the consent of the Contractor.
2. Emergency Closings: The Contractor shall be available to consult with the School District's Superintendent of Schools and/or Transportation Supervisor during times of inclement weather, about road conditions and the potential of closing school. The decision whether to close school shall be made by the Superintendent of Schools.

3. Accidents: In the event of any accident involving the operation of a school bus (or any other vehicle) under the Contract(s), the Transportation Supervisor shall be notified immediately. The local police shall also be notified and are expected to conduct an investigation. If required and as soon as possible thereafter, all appropriate State agencies shall be notified. A Report of School Bus Accident, Fonn MVI04f, shall be completed and forwarded to the relevant State agencies in accordance with its instructions. The Transportation Supervisor shall receive a copy of this report by fax, email or hand delivery within 24 hours after the Contractor completes it as well as a copy of the official police report within 24 hours after the Contractor receives it. In addition, the School District shall receive a copy of the Contractor's internal forms, written statements and all records pertaining to the accident. The School District reserves the right to participate actively in any accident review or investigation of a vehicle in which its pupils were being transported.

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

5. Exclusivity Clause: Only those pupils, adults or other persons authorized by the School District to be transported shall be transported under the Contract(s). **The Contractor shall agree to secure the prior written approval of the School District and address cost and/or revenue sharing for the applicable vehicle, attendants and/or monitors before agreeing to undertake the transportation of pupils from other districts, schools, or individuals in conjunction with the trips specified in the Contract, and to furnish the School District with copies of each such related contract(s) with another school district or individual for such transportation.** The School District reserves the right to assign pupils from other school districts to buses/routes. No driver shall allow an unauthorized person to enter or ride a school bus/vehicle in service to the School District under the Contract(s), including parents, unauthorized pupils, non-assigned employees, or children of the driver. The School District is the sole authority to approve additional personnel to ride a school bus/vehicle in service to the School District under the Contract(s).

The Contractor agrees to cooperate fully with the School District's policy of cooperative transportation with other School Districts.

O. Disputes

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a federal or New York state law, rule or regulation, the Proposer is required to draw such matter to the attention of the Superintendent of Schools or the School District's Transportation Supervisor before the Contractor submits the Contractor's proposal. If the Proposer fails to do so, the proposal will be interpreted by the School District and such interpretation shall be binding on the Proposer.

P. Changes in the Base Program (Add or Delete Clause)

Should changes in the School District's operation require an increase or decrease in the number of pupils transported, payment to the Contractor will be increased or decreased based on the per pupil rate of the awarded Contract(s). The School District must be notified within (10) days of any changes which will result in a change in contract compensation. Failure by the Contractor to notify the School District of such changes will result in the loss of any additional compensation, which may be due to the Contractor pursuant to this RFP and the Contract(s).

Q. Compliance with Title IX Regulations

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the School District requires any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including bids and request for proposals) to comply fully with Title IX.

TITLE IX STATES: NO PERSON SHALL, ON THE BASIS OF SEX, BE EXCLUDED FROM PARTICIPATION IN, BE DENIED THE BENEFITS OF, OR BE SUBJECTED TO DISCRIMINATION UNDER ANY EDUCATION PROGRAM OR ACTIVITY RECEIVING FEDERAL FINANCIAL ASSISTANCE.

R. Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973

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

S. Suffern Central School District Pupil Transportation Policy

The specific elements of the School District's Transportation Policy(ies) and Regulation(s), which are included in Appendix D of this RFP require it to be in compliance with the laws of the State of New York as it concerns the rules, regulations, and directions of the Commissioners of the New York State Department of Education, Department of Motor Vehicles, and Department of Transportation, to safeguard the comfort and safety of the pupils to be transported on school buses to and from local bus stops and schools.

T. COMPLIANCE WITH SECTION 103-A OF THE NEW YORK GENERAL MUNICIPAL LAW

New York General Municipal Law Section 103-A requires a clause to be inserted in all specifications or contracts made or awarded by a municipal corporation or any public department, agency or official thereof for work or services performed or to be performed, or goods sold or to be sold, to provide that:

- I. upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other agency that is empowered to compel the attendance of witnesses and examine them under oath, to testify in an investigation concerning any transaction or contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or contract,
2. such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of five years after such refusal, and to provide also that
3. any and all contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of July 1959 or with any fire district or any agency or official thereof on or after the first day of September 1960, by such person, and by any firm, partnership, or corporation of which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

U. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

1. Any employee or any official of the School District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the School District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.
2. Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the School District, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the School District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

APPENDIX C

PROPOSAL FORMS FOR TRANSPORTATION SERVICES

*Transportation between home and school
(September to June)*

Pupil Transportation Cost Sheet
RFP # NPPTS07102026
Home to School

1 year contract: 9/1/26-6/30/27

Contractor's Signature _____

Date _____

						Price Per Student	Price Per Student
Name	Begin Time	End Time	Geo Street	Geo Zip	Student Count	Per Day	Per Year (based on 180 days)
Blima Ruchel Girls of Bobov Monsey	09:15 AM	03:15 PM	116 College Road	10952	0		
Congregation Bais Chinuch Toras Emachu	07:35 AM	04:05 PM	116 College Road	10952	0		

Added Cost to provide performance bond: _____

***** The number of pupils current as of April 2026, and is provided as an estimate for purposes of scoring the proposal. When the number is zero, the per year cost should be calculated as through the number of pupils is one.***

*****No students were transported to the school(s) in the current school year.***

APPENDIX D

Transportation Detail 2026-2027 School Calendars, School Bus Routes and School District Transportation Policies and Regulations

Program Description

Description of 2025-26 School Year

The following pages represent certain nonpublic schools and locations to which pupils are being transported as of April 1, 2026 during the 2025-26 school year. Some of these locations may be dropped or others added due to changes in the School District's enrollment, transportation policies, opening and closing of schools, pupils moving in and/or out of the School District, pupil special education placements, and other causes. This information is provided to inform proposers of the estimated scope of services.

**List of Out-of-District Schools
To Which Transportation is Provided by the District**

Name	Begin Time	End Time	Geo Street	Geo Zip	Student Count
Blima Ruchel Girls of Bobov Monsey	09:15 AM	03:15 PM	16 College Road	10952	0
Congregation Bais Chinuch Toras Emachu	07:35 AM	04:05 PM	16 College Road	10952	0



SUFFERN CENTRAL SCHOOL DISTRICT

2026-2027 CALENDAR

SEPTEMBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

OCTOBER

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

NOVEMBER

S	M	T	W	TH	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30					

DECEMBER

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

JANUARY

S	M	T	W	TH	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

FEBRUARY

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28						

MARCH

S	M	T	W	TH	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

APRIL

S	M	T	W	TH	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

MAY

S	M	T	W	TH	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

9/2 - Staff Orientation: No Student Attendance
9/3 - First Day For Students
9/7 - Labor Day: Schools Closed
9/12-9/13 - Rosh Hashanah
9/21 - Yom Kippur: Schools Closed
10/6 - Supt.'s Conf. Day: No Student Attendance
10/12 - Columbus Day: Schools Closed
10/30 - Early Evacuation Drill: Schools Dismiss 15 Minutes Early
11/3 - Supt.'s Conf. Day: No Student Attendance
11/8 - Diwali
11/11 - Veterans Day: Schools Closed
11/26 - 11/27 - Thanksgiving: Schools Closed

FIRST/LAST DAY OF SCHOOL
 NO STUDENT ATTENDANCE
 SCHOOL CLOSED
 EARLY EVAC. DRILL - STUDENTS DISMISS 15 MINS. EARLY

12/23 - Elementary Early Dismissal
12/24 - 1/1 - Winter Break: Schools Closed
1/18 - Martin Luther King Jr. Day: Schools Closed
2/6 - Lunar New Year
2/15 - 2/16 - Presidents Day Break: Schools Closed
3/10 - Eid al Fitr: Schools Closed
3/19 - Supt.'s Conf. Day: No Student Attendance
3/26 - Good Friday: Schools Closed
3/29 - Easter Monday: Schools Closed
4/19 - 4/23 - Spring Break: Schools Closed - Passover begins the evening of 4/21
5/31 - Memorial Day Weekend: Schools Closed
6/18 - Juneteenth Observed: School Closed
6/21 - 6/25 - Elementary Early Dismissal
6/25 - All Schools Early Dismissal/Last Day of School

HALF DAY FOR ELEMENTARY STUDENTS
 WEEKEND HOLIDAYS

JUNE

S	M	T	W	TH	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

This calendar is a 183-day calendar which includes three emergency closure days. In the event they are not used, the following will occur:

If no (0) days are used, the District will be closed on 4/26, 5/27 & 5/28

If one (1) day is used, the District will be closed on 5/27 and 5/28

If two (2) days are used, the District will be closed on 5/28

*Should further inclement weather necessitate additional closures, the District will prioritize opening on 3/29 and subsequently on 6/18



Book	Suffern Central School District Policies and Regulations
Section	8000: Support Service
Title	Student Transportation
Code	8410
Status	Active
Adopted	May 24, 1994
Last Revised	March 15, 2016

STUDENT TRANSPORTATION

The Board of Education affirms its goal of providing an efficient, effective, and safe transportation system for district students. Transportation shall be provided at district expense to those students who are eligible as authorized by the Board.

The major objectives in the management of the student transportation program shall include the following:

1. to provide efficient, effective and safe service;
2. to ensure that all students whose disability or distance from school requires them to receive necessary transportation do, in fact, receive it, to the extent required by law;
3. to adapt the system to the demands of the instructional program;
4. the Transportation Director to review at least once a year school bus schedules and routing plans to ensure that maximum efficiency and safety are maintained;
5. the Transportation Director to review at least once a year the eligibility for transportation of students residing in the district, to ensure that only students entitled to the services receive them, to the extent required by law.
6. the School District shall provide transportation for students legally attending private and parochial schools located not more than fifteen miles from their residence.
7. In order to ensure an efficient and economical transportation program, the District will provide transportation only to non-public schools located in New York State that have a valid Basic Educational Data System (BEDS) number and then only to the primary address on file with the State Education Department for that BEDS number. If a non-public school holds classes at multiple locations, the District will only transport to the primary address on file with the State Education Department for that BEDS number.
8. The District will only provide pupil transportation services to a nonpublic school that has five (5) or more students enrolled in the school;
9. The District will provide one arrival and one dismissal time for each registered non-public school in the same manner that it does for its public schools.
10. Transportation to all non-public schools will be provided only on days when the School District is in session as set forth in the calendar adopted by the Board of Education;
11. The parent or guardian of a student residing in the District requesting transportation to a non-public school must submit a written request to the School District by no later than April 1st of the preceding school year, or within 30 days of establishing legal residence in the District; and
12. In order for students enrolled in a non-public school to receive transportation from the District, their non-public school must first be properly registered with the District. Registration can only be completed by making a request to the District in writing and by providing a copy of their current and valid Certificate of Occupancy, current and valid Fire Safety Inspection Report, and NYS BEDS information. All non-public schools registered with the District must comply with all federal and state laws and regulation.

The Superintendent of Schools shall promulgate regulations for the implementation of this policy and be responsible for administering the transportation program. be responsible for administering the transportation program. The program shall comply with all applicable laws, regulations and policies established by federal and state authorities.

Ref: Education Law §§305(14); 1501-b; 1807; 3602(7); 3623; 3635 et seq.
Matter of Handicapped Child, 24 EDR 41 (1984)
Matter of Zakrezewski, 22 EDR 381 (1983)
Matter of Nowak, 22 EDR 91 (1982)
Matter of Fox, 19 EDR 439 (1980)

Adoption date: March 15, 2016

APPENDIX E

Transportation between home and School (September – June) Bus Routes

***No routes available. Currently there are no students being transported
to the schools listed on Appendix C.***

APPENDIX F

CHECKLISTS &

ADDITIONAL PROPOSAL FORMS

FOR COST PROPOSAL SHEET SEE APPENDIX C

PROPOSER'S CHECKLIST

The checklist is provided for Proposers. Each Proposer must ensure their complete compliance with all requirements of the proposal documents and Section 156.12 of the Regulations of the Commissioner of Education. Compliance with the proposal requirements is the sole responsibility of the Proposer.

- ____ Proof of bondability for performance bond
- ____ Insurance certificates with appropriate coverages
- ____ Previous experience of the Proposer in transporting pupils
- ____ Information on the transportation company where the principals of the Proposer have been an owner or a manager of another company and previous experience
- ____ Description of the Proposer's safety plan and training programs
- ____ Record of accidents in motor vehicles under the control of the contractor
- ____ Driving history of employees of the contractor
- ____ Inspection records and model year of the motor vehicles under the control of the contractor. Proposer must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulation, and vehicle inspection requirements. The successful proposer shall provide a copy of the NYS DOT BUSNET summary and profile with the proposal.
- ____ Maintenance schedule of the motor vehicles under the control of the contractor
- ____ Financial analysis of the contractor including certified or renewed statements including balance sheet and income statement
- ____ Proof of compliance with insurance requirements
- ____ Any other information or data the Proposer wishes to provide that further shows its experience or qualifications and/or ensures that high quality service will be provided to the School District
- ____ Vehicle list
- ____ Each form of proposal completed:
 1. Per Pupil Per Day Rate for Home to School (September to June) Pupil Transportation to One or More of the Nonpublic Schools listed in Appendix C

2. Proposer Information Form
3. Experience in Pupil Transportation Form
4. Hold Harmless Agreement
5. Non-Collusive Proposal Certification Form
6. Conflict of Interest Form
7. Iranian Divestment Act Certification Form
8. Sexual Harassment Policy & Training Certification Form
9. Data Sharing and Confidentiality Agreement

____ All pages of proposal documents included and initialed

____.....All proposals properly signed

____ Proposal submitted in paper format or electronically, via non-encrypted flash drive,
in a sealed envelope. One (1) original and two (2) copies.

Proposals to be opened:

AT: 9:30a.m.

DATE: July 10, 2026

Place: Suffern Central School District
Business Office
Administration Building
45 Mountain Avenue
Hillburn, New York 10931

**PROPOSER INFORMATION FORM
FOR
NONPUBLIC PUPIL
TRANSPORTATION
2026-2027**

Proposer Information

Company: _____

Address: _____

City: _____ State _____ Zip _____

Telephone: _____

Fax _____

Attach letter from bonding company admitted in New York State stating it is prepared to issue a performance bond on behalf of the vendor in favor of the School District in the sum of the full cost of Proposer's proposal for the total sum of the estimated annual cost of the transportation services for each nonpublic school for which a per pupil per day rate was provided using 180 days and the number of pupils provided transported to such nonpublic(s) by the School District as of April 1, 2026 (except when the current number transported as of April 1, 2026 is zero, in which case substitute a one for the number of pupils).

NAME OF BUS COMPANY _____

EXPERIENCE IN PUPIL TRANSPORTATION*

I. <u>Type of School Bus Transportation Experience</u>	<u>Dates of Service</u>
_____	_____
_____	_____
_____	_____
<u>Other Kinds of Bus Transportation Experience</u>	<u>Dates of Service</u>
_____	_____
_____	_____
_____	_____

2. <u>REFERENCES**:</u>	Names of all School Districts Private and Parochial Schools previously or presently served.	<u>Dates of Service</u>
_____		_____
_____		_____
_____		_____

Date

Signature of Bus Company Representative

*To be filled out if the Proposer has had previous transportation experience.
** Use additional pages if necessary

SUFFERN CENTRAL SCHOOL DISTRICT
Contractor Pre-Employment Checklist **For Monitors**

Proposer Name: _____
(print)

Comments		
Company Application	[]	
SS Card & Alien Paperwork	[]	
I-9	[]	
Previous Employer Check	[]	

Interview Approval _____ Date _____
(School District Transportation Supervisor)

Comments		
Physical/Medical	[]	
Drug Test	[]	
Physical Performance Test	[]	
Proof of Fingerprinting by BOCES	[]	
Pre-Service Monitor Training	[]	
Drug & Alcohol Policy	[]	
3 Letters of Reference	[]	

Approval to Hire _____ Date _____
(School District Transportation Supervisor)

SUFFERN CENTRAL SCHOOL DISTRICT
Contractor Pre-Employment Checklist **For Drivers**

Applicant Name _____
(print)

(PHASE 1)

Comments

Company Application	[]	
Copy of License. SS Card & Alien Paperwork	[]	
I-9	[]	
Abstract	[]	
Previous Employer Check (3 yrs back)	[]	
Drug & Alcohol Policy	[]	
3 Letters of Reference	[]	

Interview Approval _____ Date _____
(School District Transportation Supervisor)

(PHASE2)

Comments

19 A Application	[]	
Fingerprint Cards	[]	
Annual records Review	[]	
Physical/Medical	[]	
Road Test	[]	
Written Test	[]	
Physical Performance Test	[]	
Drug Test Results	[]	
3 Hour Pre-Service	[]	
DS3.6 (10 year driver check)	[]	

Approval to Hire _____ Date _____
(School District Transportation Supervisor)

APPENDIX G

***CONFLICT OF INTEREST CERTIFICATION; NON-
COLLUSIVE PROPOSAL CERTIFICATION;
HOLD HARMLESS AGREEMENT IRAN
DIVESTMENT CERTIFICATION SEXUAL
HARASSMENT POLICY & TRAINING
CERTIFICATION***

CONFLICT OF INTEREST CERTIFICATION

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 Suffern Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of Suffern Central School District is directly or indirectly interested in this proposal or in the supplies, materials, equipment, labor, or services to which it relates, or in any portion of the profits thereof.
- Fourth That said proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the Board of Education of Suffern Central School District, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, equipment services, and 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 _____, 2026

{Person, Firm, or corporation}

Notary Public

(Authorized Signature)

NON COLLUSIVE PROPOSAL CERTIFICATION

- A. By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and if this is a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the proposer's knowledge and belief:
1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.
 2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
 3. No attempt has been made or will be made by the proposer to induce any other person, partnership, or corporation to submit or not to submit a proposal for the purpose of restricting competition.
- B. A proposal shall not be considered for award nor shall any award be made where (A)(1), (2), and (3) above have not been complied with; provided, however, that if in any case the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore, where (A)(1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency, or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.
- The fact that the proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposed, does not constitute without more, a disclosure within the meaning of paragraph A above.
- C. If the proposer is a corporation, the corporation shall be deemed to have been authorized by the board of directors of the proposer to make the above certification and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non- collusion as the act and deed of the corporation.

(SEAL OF CORPORATION)

Corporate or Company Name

Subscribed and sworn to before me
this _____ day of _____ 2026

By: _____
Signature

Notary Public

Title

THIS FORM MUST BE SIGNED AND NOTARIZEDSUBMIT WITH PROPOSAL**

HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SUFFERN CENTRAL SCHOOL DISTRICT, ITS BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- A. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY PROPOSER UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE AWARDED CONTRACT(S).
- B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION (INCLUDING BUT NOT LIMITED TO THE SCHOOL DISTRICT), CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE PROPOSER, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY PROPOSER UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE AWARDED CONTRACT(S).

THE ASSUMPTION OF INDEMNITY, LIABILITY, AND LOSS HEREUNDER SHALL SURVIVE PROPOSER'S COMPLETION OF SERVICE OR OTHER PERFORMANCE UNDER THE AWARDED PUPIL TRANSPORTATION CONTRACT(S) AND ANY TERMINATION OF SUCH CONTRACT(S).

THE PROPOSER AWARDED A CONTRACT(S) AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE SUFFERN CENTRAL SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE SCHOOL DISTRICT.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, 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 AWARDED A CONTRACT(S) MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE PROPOSER AWARDED A CONTRACT(S).

Corporate or Company Name

Subscribed and sworn to before me

this _____ day of _____ 2026

By: _____
Signature

Notary Public

Title

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

In order to be considered a responsible bidder or 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 will only be awarded a contract 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 School District makes a determination, in writing, that the goods or services are necessary for the School District to perform their functions and that, absent such an exemption, the School 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 the 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.

(Person, Firm, or Corporation)

(Authorized Signature)

(Print name of Authorized Signer)

Sworn to before me this

_____ day of _____, 2026

Notary Public

(Insert Stamp of Notary Public or provide Notary Registration No. and date of expiration)

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

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

that 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 _____, 2026

Notary Public
(Insert Stamp of Notary Public or provide Notary Registration No. and date of expiration)

APPENDIX H

LIST OF VEHICLES

Appendix I
DATA SHARING AND CONFIDENTIALITY
AGREEMENT

DATA SHARING AND CONFIDENTIALITY AGREEMENT

1. Purpose

- a. The Suffern C.S.D. (hereinafter “District”) and _____ (hereinafter “Vendor”) are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”) from the District for purposes of providing certain products or services to the District (the “Agreement”).
- b. This Data Sharing and Confidentiality Agreement supplements the Agreement to which it is attached, to ensure that the Agreement conforms to the requirements of Section 2-d. This Data Sharing and Confidentiality Agreement, includes in Appendix A the District’s Bill of Rights for Data Security and Privacy (Section A) with Supplemental Information (Section B) signed by Vendor that the District is required by Section 2-d to post on its website.
- c. In consideration of the mutual promises set forth in the Agreement, Vendor agrees that it will comply with all terms set forth in the Agreement and this Data Sharing and Confidentiality Agreement. To the extent that any terms contained in the Agreement, or any terms contained in any other appendix, exhibit, policy or document attached to and made a part of the Agreement or incorporated into the Agreement by reference, conflict with the terms of this Data Sharing and Confidentiality Agreement, the terms of this Data Sharing and Confidentiality Agreement will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, “TOS”) that would otherwise be applicable to its customers or users of the products or services that are the subject of the Agreement between the District and Vendor, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Agreement, conflict with the terms of this Data Sharing and Confidentiality Agreement, the terms of this Data Sharing and Confidentiality Agreement will apply and be given effect.

2. Definitions

As used in this Data Sharing and Confidentiality Agreement:

- a. "Student Data" means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Agreement.
- b. “Teacher or Principal Data” means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Agreement.
- c. “Protected Data” means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the District by Vendor pursuant to the Agreement.

- d. “NIST Cybersecurity Framework” means the U.S. Department of Commerce National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1).

3. Confidentiality of Protected Data

- a. Vendor acknowledges that the Protected Data it receives pursuant to the Agreement originates from the District and that this Protected Data belongs to and is owned by the District.
- b. Vendor will maintain the confidentiality of the Protected Data it receives in accordance with federal and state law (including but not limited to Section 2-d) and the District’s policy on data security and privacy. The District will provide Vendor with a copy of its policy on data security and privacy upon request.

4. Data Security and Privacy Plan

As more fully described herein, throughout the term of the Agreement, Vendor will have a Data Security and Privacy Plan in place to protect the confidentiality, privacy and security of the Protected Data it receives from the District.

Vendor’s Plan for protecting the District’s Protected Data includes, but is not limited to, its agreement to comply with the terms of the District’s Bill of Rights for Data Security and Privacy (Section A) with the required Supplemental Information (Section B), a copy of which is set forth as Appendix A and has been signed by the Vendor.

Additional components of Vendor’s Data Security and Privacy Plan for protection of the District’s Protected Data throughout the term of the Agreement are as follows:

- a. Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District’s data security and privacy policy.
- b. Vendor will have specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Agreement, including at a minimum those described in the “Data Storage and Security Protections” portion of Section B of Appendix A.
- c. Vendor will comply with all obligations contained within Section B of Appendix A entitled “Supplemental Information for Agreement between the Suffern C.S.D. and Vendor,” Vendor’s obligations described within this section include, but are not limited to:
 - i. its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on Vendor by state and federal law and the Agreement shall apply to the subcontractor, and

- ii. its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Agreement.
- d. Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.
- e. Vendor will manage data security and privacy incidents that implicate Protected Data and will implement plans to identify breaches and unauthorized disclosures as described in the vendor's privacy policy. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. Notification of Breach and Unauthorized Release

- a. Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.
- b. Vendor will provide such notification to the District by contacting Mr. Paul Zeller, Data Privacy Officer directly by email at pzeller@sufferncentral.org or by calling (845) 357-7783 x11282.
- c. Vendor will cooperate with the District and provide as much information as possible directly to Mr. Paul Zeller or his designee about the incident, including but not limited to: a description of the incident, the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.
- d. Vendor acknowledges that upon initial notification from Vendor, the District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor agrees not to provide this notification to the CPO directly unless requested by the District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by the District, Vendor will promptly inform Mr. Paul Zeller or his designee.

6. Additional Statutory and Regulatory Obligations

Vendor acknowledges that it has the following additional obligations under Section 2-d with respect to any Protected Data received from the District, and that any failure to fulfill one or more of these statutory or regulatory obligations will be deemed a breach of the Agreement and the terms of this Data Sharing and Confidentiality Agreement:

- a. To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Agreement.
- b. To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Agreement to which this Data Sharing and Confidentiality Agreement is attached.
- c. To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Agreement, unless:
 - i. with respect to Student Data, the parent, guardian or eligible student (a student 18 or older or attending a postsecondary institution) has provided prior written consent; or
 - ii. with respect to Teacher or Principal Data, the District or the teacher(s) or principal(s) to which the data relates has/have provided prior written consent;
 - iii. the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.
- d. To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.
- e. To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.
- f. To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.
- g. To comply with the District's policy on data security and privacy, New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.

- h. To not sell Protected Data nor use or disclose it 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.
- i. To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Agreement and this Data Sharing and Confidentiality Agreement.
- j. To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.
- k. To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, guardians, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

SUFFERN CENTRAL SCHOOL DISTRICT

Signature:

Date:

Mr. Paul Zeller
Data Privacy Officer

Vendor Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

By signing above, you agree to comply with the terms of the Suffern C.S.D. Data Sharing and Confidentiality Agreement and the Suffern C.S.D. Parents Bill of Rights for Data Privacy and Security, including the required Supplemental Information.

APPENDIX A SECTION A

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

Pursuant to Section 2-d of the New York State Education Law, parents and eligible students are entitled to certain protections regarding personally identifiable student information. The **Suffern Central School District** is committed to safeguarding personally identifiable information from unauthorized access or disclosure as set forth below:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record stored or maintained by the educational agency.
3. The District is committed to implementing safeguards associated with industry standards and best practices under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection, which must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at: <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the NYS Education Department, Information & Reporting Services, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Mr. Paul Zeller, Data Privacy Officer Suffern Central School District 45 Mountain Ave. Hillburn, New York 10931. pzeller@sufferncentral.org or at 845-357-7783, ext. 11282.
6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of personally identifiable information occurs.
7. The District has entered into contracts with certain third party contractors ("TPC") who have been sent personally identifiable student data as defined in 34 C.F.R. §99.3 and/or personally identifying teacher and/or principal data as defined by Education Law §3012-c(10). The following information about such contractors appears in such supplemental information to this document for each contract with a TPC, as required by law:
 - The exclusive purposes for which the student or teacher or principal data will be used by the TPC, as defined in the contract;
 - How the TPC will ensure that its subcontractors or other authorized individuals who will be in receipt of the data will abide by the applicable data privacy and security requirements of the federal and state laws and regulations (e.g., FERPA; Education Law §2-d);
 - The duration of the contract that sets forth its expiration date and description of what will be done with the data upon the expiration of the contract (e.g. whether, when and in what format the data will be returned to the educational agency or destroyed); and

- If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the data that is collected.

8. The District employees that handle personally identifiable information will receive training on applicable state and federal laws, the District's policies, and safeguards associated with industry standards and best practices that protect such information.

9. Agreements with TPCs will ensure that the subcontractors, persons or entities with whom the TPC will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.

10. A parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools or his administrative designee, Mr. Paul Zeller, Data Privacy Officer, Suffern Central School District, 45 Mountain Avenue, Hillburn, New York 10931, pzeller@sufferncentral.org.

**APPENDIX A
SECTION B**

**Supplemental Information Agreement between
Suffern C.S.D. and _____**

The Suffern C.S.D. ("District") has entered into an Agreement with _____, which governs the availability to the District of the following products or services:

Pursuant to the Agreement (which includes a Data Sharing and Confidentiality Agreement), the District may provide to Vendor, and Vendor will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law ("Protected Data"). **Exclusive Purposes for which Protected Data will be Used:** The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the District with the functionality of the products or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Agreement.

Oversight of Subcontractors: In the event that Vendor engages subcontractors or other authorized persons or entities to perform one or more of its obligations under the Agreement (including subcontracting hosting of the Protected Data to a hosting service provider), it will require those subcontractors or other authorized persons or entities to whom it will disclose the Protected Data to execute legally binding agreements acknowledging their obligation under Section 2-d of the New York Education Law to comply with all applicable data protection, privacy and security requirements required of Vendor under the Agreement and applicable state and federal law and regulations.

Duration of Agreement and Protected Data upon Termination or Expiration:

- The Agreement commences on July 1, 2026 and expires on June 30, 2027.
- Upon expiration of the Agreement without renewal, or upon termination of the Agreement prior to its expiration, Vendor will securely delete or otherwise destroy any and all Protected Data remaining in the possession of Vendor or any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data. If requested by the District, Vendor will assist the District in exporting all Protected Data previously received back to the District for its own use, prior to deletion, in such formats as may be requested by the District.
- In the event the Agreement is assigned to a successor Vendor (to the extent authorized by the Agreement), the Vendor will cooperate with the District as necessary to transition Protected Data to the successor Vendor prior to deletion.
- Neither Vendor nor any of its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data will retain any Protected Data, copies, summaries or extracts of the Protected Data, or any de-identified Protected Data, on any storage medium whatsoever. Upon request, Vendor and/or its subcontractors or other authorized persons or entities to whom it has disclosed Protected Data, as applicable, will provide the District with a certification from an appropriate officer that these requirements have been satisfied in full.

Challenging Accuracy of Protected Data: Parents, guardians, or eligible students (students who are 18 or older or attending postsecondary institution) can challenge the accuracy of any Protected Data provided by the District to Vendor, by contacting the District regarding procedures for requesting amendment of

education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

Data Storage and Security Protections: Any Protected Data that Vendor receives will be stored on systems maintained by Vendor, or by a subcontractor under the direct control of Vendor, in a secure data center facility located within the United States. The measures that Vendor (and, if applicable, its subcontractors) will take to protect Protected Data include adoption of technologies, safeguards and practices that align with the NIST Cybersecurity Framework, and safeguards associated with industry standards and best practices including, but not limited to, disk encryption, file encryption, firewalls, and password protection.

Encryption of Protected Data: Vendor (and, if applicable, its subcontractors) will protect Protected Data in its custody from unauthorized disclosure while in motion or at rest, using a technology or methodology that complies with Section 2-d of the New York Education Law Sections and with Sections 121.1(i) and 121.3(c)(6) of the Regulations of the Commissioner of Education.

Name: _____

Date: _____

Signature: _____

By signing above, you agree to comply with the terms of the Suffern C.S.D. Data Sharing and Confidentiality Agreement and the Suffern C.S.D. Parents Bill of Rights for Data Privacy and Security, including the required Supplemental Information.