

**REQUEST FOR BID  
SPECIFICATION AND BID FORMS  
FOR  
SPECIAL NEEDS  
STUDENT TRANSPORTATION**



**ENLARGED CITY SCHOOL DISTRICT OF TROY  
TROY, NEW YORK**

**Release Date: February 1, 2019**

**Pre-Bid Meeting Date: February 15, 2019 – 10:00 am**

**Due Date: March 1, 2019 – 10:00 am**



**ENLARGED CITY SCHOOL DISTRICT OF TROY**

**REQUEST FOR BID  
FOR  
SPECIAL NEEDS  
STUDENT TRANSPORTATION**

Bids to be opened:

AT: 10:00 a.m.  
DATE: March 1, 2019  
PLACE: Business Office  
Troy City School District  
475 First Street  
Troy, New York 12180

**Bidder Information**

Company Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
Telephone (\_\_\_\_\_) \_\_\_\_\_  
Fax (\_\_\_\_\_) \_\_\_\_\_  
E-Mail: \_\_\_\_\_

Statement by Bidder as to whether Bidder is the Sole Proprietor, a Partnership, a Corporation, or any other legal entity: \_\_\_\_\_

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

\_\_\_\_\_

Signature of same individual stipulated directly above:

\_\_\_\_\_

Date: \_\_\_\_\_

TROY CITY SCHOOL DISTRICT  
475 First Street  
Troy, New York 12180

**NOTICE TO BIDDERS**

The Board of Education of the Troy City School District, Troy, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing special needs student transportation services in the Troy City School District for a five-year (July 1, 2019-June 30, 2020 to July 1, 2023-June 30, 2024) period. Bid Documents are available on the District's website at: <http://www.troycsd.org/district-services/business-offices/purchasing/>.

Bids will be received until 10:00 a.m. on March 1, 2019, at the Troy City School District Business Office located at 475 First Street, Troy, New York, at which time all Bids will be publicly opened. Bids will not be accepted that are sent by facsimile or by electronic mail.

A pre-Bid meeting will be held at the District Offices at the Troy City School District, 475 First Street, Troy, NY on February 15, 2019, at 10:00 a.m. All prospective contractors are strongly encouraged to attend as the pre-bid conference will discuss significant information, and mandatory submission documents will be distributed to attendees.

Bids will remain firm for a period of 45 days following the date of the opening, and shall thereafter remain firm unless the Bidder provides written notice to the Troy City School District Business Office that the Bid has been withdrawn.

Two separate and independent Bids shall be submitted for operating programs, one for regular daily Home-to-School Special Needs transportation for the school year; one for the provision of daily Home-to-School Special Needs transportation for the summer. The Troy City School District may elect to award one or both of the contracts, but it reserves the right to reject any or all Bids. Given the unique needs of some students utilizing the special needs transportation services, the District reserves the right to award the two contracts to the same contractor in order to maintain continuity for the students. The Contractor providing the lowest *combined* calculated bid price for the school year and summer services would be considered the low bidder for contract award purposes.

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

The Bid Bond or certified check will be deposited with the Troy City School District as a guarantee that the Contract will be signed and delivered by the Bidder, and in default of this, the amount of such check or Bid Bond shall be retained for use of the Troy City School District as liquidated damages on account of such default.

A performance bond in a sum equal to 100% of the annual amount of the operating Contract(s) awarded is being requested as an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be in the form of a consent of surety from a surety company, or an agent authorized to bind

the insurance company, guaranteeing coverage consistent with what is specified.

Adam Hotaling  
Assistant Superintendent for Business  
Troy City School District

## **INSTRUCTIONS TO BIDDERS**

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

Each copy of the Bid is to be contained in a separate three-ring binder. Additionally, return the flash drive that will be issued at the pre-Bid meeting and that contains the Excel file which is used for completion of the pricing pages.

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

- 1) Completed, signed and initialed Bid specifications and addendums (if any).
  - 2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data (if requested).
  - 3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location.
  - 4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
  - 5) Fleet – Fleet list (Appendix "B") and/or dealer certifications; Maintenance Program description and forms; GPS information for alternate; camera information; and vehicle feature(s).
  - 6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
  - 7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
  - 8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
  - 9) Cost – Form of Bid for each Contract; return flash drive with pricing information.
  - 10) Miscellaneous – Any descriptive information that describes capabilities or value added services.
4. Bids must be presented in sealed opaque envelopes or box(es), addressed as follows:

**Board of Education  
Troy City School District  
475 First Street  
Troy, New York 12180**

**Transportation Bid – March 1, 2019 - 10:00 A.M.**

5. Bids will remain firm for a period of 45 days following the date of the opening, and shall thereafter

remain firm unless the Bidder provides written notice to the Troy City School District Business Office that the Bid has been withdrawn.

6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Troy City School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid Bond must be rated as an “A” carrier (Excellent) in the current edition of A.M. Best’s *Insurance Guide*. Proof of the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s), if so selected by the District, is also required and must be submitted with the Bid consistent with the requirements specified herein.

The Troy City School District will not accept a cash deposit in lieu of a performance Bond.

7. Questions pertaining to these specifications may be addressed at the pre-Bid meeting to be held on February 15, 2019, at 10:00 a.m. at the Troy City School District located at 475 First Street, Troy, New York. All interested Bidders are strongly encouraged to attend. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm. Unless the roads are closed in the City of Troy due to an announced State of Emergency, the prebid meeting will be held on the scheduled day at the scheduled time. A flash drive containing program information, and mandatory bid input forms, will be distributed to attendees.
8. Unless the roads are closed in the City of Troy due to an announced State of Emergency, the Bid opening will be held on the scheduled date and time.
9. Bids will be received until 10:00 a.m., March 1, 2019, at the Troy City School District located at 475 First Street, Troy, New York, at which time all Bids will be publicly opened.
10. Bidders are encouraged to thoroughly check all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder’s responsibility to ensure that all requested information is supplied with the initial Bid. The Troy City School District will reject any late submissions, and the Troy City School District is not responsible for notifying the Bidder of any missing elements of the Bid.
11. These specifications were designed for the sole use of the Troy City School District pursuant to a contract with Transportation Advisory Services, and the use of these documents by others without the expressed written consent of the Troy City School District and Transportation Advisory Services is prohibited.
12. Time frame. The following timeline is subject to change by the District:

| <b>Event</b>                 | <b>Date</b>       | <b>Time</b> |
|------------------------------|-------------------|-------------|
| Issue Request for Bid        | February 1, 2019  |             |
| Pre-Bid Meeting              | February 15, 2019 | 10:00 am    |
| Deadline for final questions | February 22, 2019 | 3:00 pm     |
| Bid Due and Opening          | March 1, 2019     | 10:00 am    |
| Board of Education Approval  | March, 2019       | (tentative) |
| Project Start                | July 1, 2019      |             |

## **BIDDER'S CHECK LIST**

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

1. Bid Bond or Certified Check
2. Most recent State fiscal year (April 1, 2017 to March 31, 2018) copy of the Bidder's **Department of Transportation Bus Inspection System Operator Profile** for the terminal(s) at which major maintenance functions will be performed for these Contracts.
3. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.
4. Proof of Bondability for Performance Bond Alternate
5. Letter from a New York State licensed Insurance Agent or an Insurance Carrier Guaranteeing Appropriate Coverage
6. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the highest quality service will be provided to the Troy City School District.
7. Vehicle List (Appendix B of Specifications)
8. Hold Harmless Agreement
9. Financial Information Compliance Form
10. Form of Bid Completed:
  - a. Home-to-School (School Year)
  - b. Summer Transportation
11. Non-Collusive Bid Certification Signed
12. Acknowledgement by Bidder Signed
13. All Pages of Bid Documents Included and Initialed
14. All Bid submissions properly signed
15. One (1) original and two (2) copies of Bid and related materials
16. Flash drive with Excel pricing file completed

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# 1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Troy City School District will bind Bidders and successful Bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of the Contract(s) awarded by the Troy City School District.

## DEFINITIONS

- "Addenda" - written instruments issued by the Troy City School District, or its agent, prior to the Bid opening deadline which modify or interpret the Bid documents by additions, deletions, clarifications, or corrections.
- "Bid", "Bids", or "Proposal" - an offer to furnish materials, services, supplies, and/or equipment in accordance with this Request for Bid, the general conditions, specifications, and other Bid Documents. Throughout this document, "Bid", "Bids" or "Proposal" will be interchangeable.
- "Bidder" or "Contractor" - any individual, company, or corporation submitting its Bid, and qualified consistent with the "Bidder Qualifications" section of this document.
- "Bid Documents" - Includes the Notice to Bidders, Instructions to Bidders, all terms, conditions, requirements, and specifications set forth in this Request for Bid, the Form of Bid forms, all appendices and forms attached hereto, and all Addenda issued prior to the Bid opening deadline.
- "Board" - the Board of Education of the Troy City School District.
- "Bus" or "Vehicle" - The conveyance required to transport students consistent with State regulations and the District's mandates. The two words may be used interchangeably but refer to the specific capacity as required by the District.
- "Contract" - an agreement duly executed by the Troy City School District and the Bidder which calls for the transportation of pupils of the Troy City School District by the Contractor in accordance with all terms, conditions, requirements and specifications in the Bid, for a price to be paid by the Troy City School District.
- "Deadhead Mileage" - Mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips. The movement of a bus without passengers.

- "District" or "School District" - shall mean the legal designation of the Enlarged City School District of Troy, herein referred to as Troy City School District.
- "Evaluation Criteria" - the means by which the Troy City School District will evaluate the Bids submitted.
- "He/she, his/her" - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- "Home-to-School" - Shall refer to AM and PM runs used to transport students from home-to-school and school-to-home.
- "Monitor or Attendant" - Persons engaged to assist students with either loading/unloading/discipline or unique needs for special education students. In some cases these terms are used interchangeably; however, Education Law, Section 156.3 defines the terms and the training mandates.
- "Profile" - As used in these specifications, it is the summary of a school bus operator's New York State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
- "School Day" - Definition of school day for purpose of transportation is from the time the buses leave to pick up children to bring them to school in the AM to the time the buses return to the terminal after bringing them to their designated stops/locations in the PM. Specific "live hours" for the purposes of this contract, and payment, are described herein.
- "School Year" - The number of days for which transportation will be required will be governed by the actual school calendars as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. The District reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- "Specification" - description of services to be performed by Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder" - any Bidder to whom an award is made by the Troy City

School District.

“Times” - all times referenced herein refer to the local prevailing time for the Troy City School District.

## 2. BIDS

### 2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Bid opening will be given in the Notice to Bidders. *Unless the roads in the City of Troy are closed due to an announced State of Emergency, the bids will be due for submission at the stated time and date.*
- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board and included in this document. The Bid sheets are not to be removed from the document. All Bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder, and must be clear and readable. *Although the Bidder is required to submit their pricing information utilizing the Excel input form provided by the District on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Bidder shall be the official price submission.* The District reserves the right to interpret figures where clarity of submission requires such action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates or options will have Bids submitted.
- 2.1.5 A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bid documents.

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

- 2.1.6 A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. Bidder must be authorized to do business in the State of New York, and must submit proof if requested by the District.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or

other legal entity shall be provided to the Troy City School District for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided.

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

- 2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.
- 2.1.8 All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a Bid is submitted, must be provided, to constitute a regular Bid.
- 2.1.9 No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Bid.
- 2.1.10 Prices and information required, except signature of Bidder, should be typed or printed for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, or typewritten signatures are not acceptable.
- 2.1.11 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Troy City School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.
- 2.1.12 Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Troy City School District. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. **HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE TROY CITY SCHOOL DISTRICT.**
- 2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of New York, and the Troy City School District, and that the Bidder will fully comply with said rules, laws, regulations, policies, procedures, and requirements.

- 2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or sealed box(es). All Bids must be addressed to the Troy City School District. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, e-mail, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Troy City School District and will not be returned.
- 2.1.15 Freedom of Information Law: The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, §84-90, mandates public access to government records. However, Bids submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, "**THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW**". The Troy City School District assumes no liability for disclosure of information so identified, provided that the Troy City School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. Should legal action result from the Contractor's request for non-disclosure under the Freedom of Information Law, the Contractor shall either be responsible for the District's legal fees in defending this action, or the Contractor shall defend the denial of the documents.

The information supplied by the Bidder will be utilized by the Bid review committee, its consultant(s) and advisors, and authorized Troy City School District representatives in the review of Bids, consistent with applicable regulations and laws.

## 2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

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

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

2.2.2 Qualifications of Bidders: The work and services described in these Bid documents include the performance of activities directly affecting the safety of the students of the Troy City School District and the public generally. The Troy City School District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the Troy City School District with all such information for this purpose as the Troy City School District may request. **If, in the sole and absolute discretion of the District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract upon which the Bid is submitted, the District reserves the right to reject its Bid.**

The District will be the sole determinant of the acceptability of the information provided by the Bidder, and it will determine the capability of the Bidder to provide the requested services. In addition to information provided by the Bidder, the District reserves the right to investigate all references provided by the Bidder and to utilize other sources of information to establish the qualifications of the Bidder.

Upon investigation and evaluation, the District may choose to reject any Bid where the Bidder's stated qualifications are such that the District feels, in its sole and absolute discretion, that the Bidder may not be able to perform the transportation service in a safe and efficient manner.

The Troy City School District shall be the sole interpreter of all information.

2.2.2.1 Department of Transportation Bus Inspection Information: The Bidder shall submit the most recent State fiscal year (April 1, 2017 to March 31, 2018) copy available from the New York State Department of Transportation of its **New York State Department of Transportation (DOT) Bus Inspection System Operator Profile Summary** for the terminal(s) at which the DOT inspections will be made and at which major maintenance functions will be performed for these Contracts. The **Profile** is to include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.

Major functions are defined as those other than day-to-day running repairs generally based upon defects identified through the Driver Vehicle Inspection Report (DVIR). Major functions include preventive maintenance, engine and/or transmission repairs and overhauling, body repair, any rebuilding of the aforementioned items, and pre-DOT inspections by the Contractor. A qualified Class A (or ASE certified) Mechanic as opposed to a mechanic's assistant or helper ordinarily performs these maintenance services.

The District reserves the right to reject as a responsible Bidder any Bidder whose *DOT Profile* passing rate (for the terminal to provide maintenance services) is 84.9% or less (Out-of-Service rate of 15.1% or higher). If the District should decide to accept as responsible any Bid that falls below this qualifying threshold, the Bidder will be required to submit an action plan to demonstrate a methodology to achieve a 90% or above rate for the maintenance terminal during the first year of the contract in addition to the requirements as detailed in Section 8.16.14 of the specifications. The acceptability of the terms of the action plan is solely at the discretion of the District.

2.2.2.2 Information identifying any pending lawsuits that would be material to these Contracts, as well as any outstanding judgments and liens that could result in financial loss to the Bidder, must be provided with the Bid.

2.2.2.3 A description must be provided of any bankruptcy filings by the Bidder, any related entities, or principal(s) of the Bidder, within the last seven (7) years. The Troy City School District reserves the right to reject any Bid submitted from an entity that has filed for bankruptcy protection within the past seven (7) years. This information must be supplied with the Bid.

2.2.2.4 A statement as to whether the Bidder, any related entities, or principal(s) of the Bidder, has

ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.

2.2.2.5. Insurance Information: The Bidder must provide proof, along with the completed Bid package, that it can provide the expected insurance coverage as outlined in these Bid documents. This proof can be in the form of a certificate of insurance naming the Troy City School District as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) or an agent authorized to bind the insurance company, guaranteeing what types and levels of coverage they will provide in the event the Bidder is awarded the Contract. The types and levels of coverage must, of course, meet or exceed the required levels in the Bid specifications.

2.2.2.6 References: At least three (3) references, other than the Troy City School District, are to be provided on the Bid submission form(s). On the Form-of-Bid the references are to be from School Districts, BOCES, agencies, and/or schools for whom student transportation services were provided within the last three years.

The Proposer is to submit a copy of its annual Department of Motor Vehicles **ARTICLE 19-A MOTOR CARRIER ANNUAL STATISTICAL REPORT** (Form DS-3.3 (3/18)) for the last three calendar years (2015, 2016, and 2017). If the Contractor has not previously operated in New York State, comparable accident data for the two geographically closest states to New York must be provided. (A copy of the report is available at: <http://www.dmv.ny.gov/forms/ds33.pdf>.)

The School District reserves the right to request a copy of the Department of Motor Vehicles for (MV 104F), “Accident Report for School Vehicles”, for any accident(s) involving the Proposer’s school buses during the present and last three calendar years.

The Proposer is to describe its accident review process as well as its driver retraining and/or corrective action procedures that are taken.

2.2.2.7 Any Other Information: The Bidder is invited to provide any other information or data that further shows its experience or qualifications and/or ensures that it is a responsible Bidder that can provide the highest quality service required through these specifications.

2.2.2.8 Bid Information: On the forms provided within this Bid Request the Bidder must list its base costs for the required services for the type of vehicle for the time period(s)/mileage interval(s) requested. The cost for required base services is to be separate and independent of the cost for any enhancements or alternates to service that the Bidder is willing to make available.

2.2.2.9 Financial and Compliance Information: As Part of its determination of a responsible Bidder, the District reserves the right to request the following:

2.2.2.9.1 The District may request from the Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent certified public accountant.

These statements must contain financial information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. These statements must contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

If requested, this financial information is to be provided within 48 hours and can be provided in a sealed envelope.

The purpose here is to determine whether the Bidder is clearly in a financial position to operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing these Contracts. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof. The District may have the financial data analyzed by its independent auditor or such other financial advisor as determined by the District. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the District has the right to reject the Bid.

- 2.2.2.9.2 All financial statements and qualifying documents must include the actual company/entity submitting the Bid as well as any related or affiliated companies that actively participate in providing any of the transportation services.
- 2.2.2.9.3 Oral Presentation Information: As part of the evaluation of the Bid the Troy City School District reserves the right to require the Bidder to make an oral presentation relative to the details that comprise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Forms-of-Bid.

The District reserves the right to make a site visit and inspection of any facility(ies) that will be utilized by the Bidder in the performance of this Contract. Additionally, prior to any Contract award, the District has the right to review all driver and monitor records to ensure compliance with Federal and State laws and regulations. As a part of this review, the District can request a copy of the most recent, and the previous two, reviews from the Department of Motor Vehicles (DMV) to verify that the Contractor's drivers are in conformance with Article 19-A requirements.

The Troy City School District is under no obligation to meet with any Bidder, and can, at the Troy City School District's sole discretion, base any evaluation of the Bid solely on the information and materials as submitted pursuant to this Request for Bid.



## 2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Adam Hotaling, Assistant Superintendent for Business, Troy City School District, 475 First Street, Troy, New York 12180, or sent via email to: HotalingA@troycsd.org, and must be received no later than 3:00 P.M. on February 22, 2019. However, Bidders are strongly encouraged to submit questions in writing prior to the Pre-Bid meeting.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Troy City School District in the form of Addenda to the specifications. All addenda so issued shall be posted on the District's website, and will become a part of the Contract Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. Any and all addenda must be submitted with the Bid by the Bidder. It will be the Bidder's responsibility to ensure that they receive any such Addenda.

## 3. AWARD

### 3.1 Award Period

The Troy City School District will endeavor to make an award within forty-five (45) days after the date of the Bid opening, and all Bids shall remain firm during that time period. The Troy City School District further reserves the right to make awards following this initial forty-five (45) day period to any Bidder who has not provided written notice to the Troy City School District Business Office that its Bid has been withdrawn.

Prior to the award of the Contract and during the course of the Contract, the Troy City School District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of the enhancements offered by the Bidder.

The award of the Contract(s) will be based upon an evaluation of the Bid as described herein. The right to make decisions, evaluations and judgments rests solely with the Troy City School District whose judgments will be final.

*The Troy City School District is requesting Bids for a five-year Contract period* (July 1, 2019 through June 30, 2024). The summer contract would be for the five-year periods within the above timelines. If the home-to-school contract is awarded for the five-year period, the summer contract would be awarded for an identical term. **The Contract(s) may be renewed for future years based upon the then applicable State regulations.**

Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year of the lowest five-year contract cost may be awarded by the District as a one-year Contract. In the event that a one-year Contract is awarded, the District may elect to renew the Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract. If a multi-year Contract is awarded and the successful Bidder does not wish a

renewal of the Contract, the Contractor must notify the District by June 30<sup>th</sup> of the year preceding the final contract year (i.e. 6/30/23). Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts if the District should wish such a Contract extension.

Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the Troy City School District for each of the five-years and for each of the Contracts. The Troy City School District reserves the right to reject any Bid that is not completed as to any year or category.

**Given the unique needs of some students utilizing the special needs transportation services, the District reserves the right to award the two contracts to the same contractor in order to maintain continuity for the students. The Contractor providing the lowest *combined* calculated bid price for the school year and summer services would be considered the low bidder for contract award purposes.**

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

The program described herein covers various aspects of the transportation program operated by the District. A description of current contracted services is included in Appendix “A” and will be more fully described at the prebid meeting.

### 3.2 **Home-to-School Special Needs Transportation (School Year) – Contract #1**

#### 3.2.1 Home-to-School:

Home-to-School is defined as vehicles dedicated for the Troy City School District, and may include special needs students using public in-District schools, charter schools, private/parochial, special needs locations, and such other usage as defined by the District where the vehicle is solely used on behalf of the District. For these dedicated bus services, the pricing system used in these Contracts is based upon the length of day the specific vehicle is in use on behalf of the Troy City School District. The daily usage shall be determined based upon the scheduled route length as determined by the Troy City School District where the bus is in direct service to the Troy City School District.

*The daily usage shall be based upon “live” route times which is defined throughout this specification as from the point of first pick-up to the last point of drop-off for each of the AM and/or PM routes with the exception of out-of-District runs as noted herein. The PM run times will begin at the time the District designates as the mandatory arrival time at the first school buildings for the PM dismissal. The daily usage time does not include deadhead time for the bus to travel to or from the Contractor’s terminal(s). For run projection purposes, all reports and projections are based on runs starting and stopping at the District Offices, 475 First Street, Troy, NY. During the term of the Contract, the Troy City School District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Form-of-Bid. The determination as to length of day for billing purposes shall be made by the Troy City School District based upon a computerized or actual live route time evaluation.*

The Troy City School District will provide the fuel for the live miles of operation for those vehicles that are dedicated to the Troy City School District. Fuel will not be provided for any deadhead miles with the exception of the out-of-District runs as noted herein. If a vehicle is serving more than one school location, miles from the drop-off at the first school and the first student pick-up for the second and subsequent schools shall be considered live miles and live time for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and the pick-up at the second and subsequent schools shall also be considered live miles.

- 3.2.2 The regularly scheduled Special Needs Home-to-School AM and PM transportation program of the Troy City School District will be provided on the flash drives distributed at the pre-bid meeting.

The District will guarantee 1 hours of “billable” time for any AM or PM run. For example, if an AM run, on a live time basis, operates from 6:52 am to 7:25 am, the Contractor would be paid for 1 hour of time as opposed to the actual 33 minutes. For vehicles that operate both an AM and PM run, the District will guarantee a payment for two hours per day. Run guarantees will include the deadhead times for out-of-district runs.

Driving time (“live time”) for out-of-District runs will be calculated in the same manner with the exception that the Contractor will be additionally compensated for the time that it takes to return to the District Offices after the AM run (or the Contractor’s terminal if that is closer), and the time that it takes to leave the District Offices (or the Contractor’s terminal if that is closer) to arrive at the out-of-District school for the PM run. The amount of additional compensated time required for out-of-District runs will be determined by the District based upon trial runs or computer generated time utilizing a routing software system. A similar AM or PM run guarantee would apply to out-of-District runs. Fuel will be provided for the deadhead portion of the out-of-District runs.

Vehicles can be used for any combination of in-District and out-of-District routes as determined by the District.

For example, an AM run shall begin at the point of the first student pick-up, and shall end at the last drop-off point (school) for the AM run package. Times between schools during an AM run package shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for PM runs (run begins at first school arrival as determined by the District to the last student drop-off point on the last run in the PM package). The District will pay the Contractor for any time, as live time, where the District mandates determine the service levels. For example, if the District requires that a vehicle be at a building 10 minutes prior to departure for the PM runs, the 10 minutes would be considered live time for payment purposes. All route times shall be determined by the Troy City School District. The total time for the day shall determine the pricing level for that vehicle (two hours (2) hours, three (3) hours, four (4) hours, five (5) hours, or six (6) hours) based upon the rates submitted for the full day vehicle.

Route times that exceed the number of hours shown will be rounded to the nearest half hour (ex., 4 hours and five minutes would be paid for 4.00 hours while 4 hours and 25 minutes

would be rounded to 4.5 hours). Half hour rates would be calculated by averaging the rate per hour below and above the whole hour. For example, to calculate the rate for 4.5 hours, the 4 hour rate would be added to the five hour rate, and then divided by 2. (If the 4 hour rate is \$200, and the 5 hour rate is \$240, the half hour rate would be \$220.)

Times in excess of the six (6) hours per day rate would be based upon the Excess Hourly Rate charge as described herein. The Excess Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is operated for six (6) live hours and 20 minutes, it will be paid at the six (6) live hour rate plus a quarter of the Excess Hourly rate. If a run operates for 6 hours and 40 minutes, it will be paid at six hours plus three-quarters of the Excess Live Hourly Rate.

Specialized runs such as shuttles, mid-day or late runs, that operate within 60 minutes of a scheduled AM or PM run may be considered (as solely determined by the District) part of the scheduled length of day for the vehicle use and will be charged as part of the base home-to-school times on the vehicle. For example, if a PM route terminates at 3:55 and the late run begins at 4:20, the District will have the ability to add this additional work onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered “live time” for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the District.

Shuttle runs, or late runs that operate separately from a scheduled AM or PM route would be based upon a one-hour guarantee which will be paid based on the Excess Hourly Rate for the appropriate vehicle. All minimum guarantees may be modified for specialized runs, early dismissals, or exceptional circumstances as determined by the School District. Prior to the initiation of any late run, the District will notify the Contractor of the time allocation and approved payment basis for the run.

Mid-day runs that operate separately from the scheduled AM or PM routes would be based upon a one-hour guarantee. If the vehicle is being operated contiguous to an AM or PM run, then the District reserves the right to add this time onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered “live time” for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the District. Prior to the initiation of any mid-day run, the District will notify the Contractor of the time allocation and approved payment basis for the run. Mid-day runs that are not part of the AM or PM home-to-school base bus fee shall be paid based upon the Excess Rate per hour as stipulated, in quarter hour increments with the time rounded to the nearest quarter hour.

Throughout the year the District may require early dismissals at District locations, and/or private/parochial/special needs schools. In these instances, there may be times when buses are required to operate on a “split” schedule for dismissals. In those instances, if a dismissal occurs that is more than 30 minutes from the regular afternoon dismissal time, the early dismissal will be guaranteed 1.0 hours of time for payment purposes, and the regular dismissal will be guaranteed 1.0 hours of time for payment purposes. If the early dismissal is within 30 minutes of the normal dismissal time, the early dismissal will be added to the PM

run time and paid on the daily rate schedule for that day based on the length of day by bus type.

There may be instances when vehicles are required to operate on days when the Troy City School District is closed. These would be scheduled calendar days for the non-District locations. In those cases, the Contractor will be required to provide the necessary vehicles and the billing to the District shall be adjusted to reflect the actual bus usage.

Whenever necessary, compensated times will be determined by the Troy City School District based upon trial routes, the minimum of a three (3) consecutive day average of actual operating times after the first two (2) weeks of the start of school, computer estimated times utilizing industry standard routing software, and/or web based maps. Additional routes attached to any other route shall be billed at the increased hourly rate or the Excess Live Hour Charge. Once the routes are established at the beginning of the school year, unless there are material changes in the route length (15 live minutes or more), no change in compensation for that school year will occur. In all cases, the final determination as to route times and payments will be determined by the District.

These minimum guarantees may be modified for specialized routes, early dismissals, or exceptional circumstances as determined by the District. Prior to the initiation of any route, the District will notify the Contractor of the time allocation and approved payment basis for the route.

Support for any "excess billing" shall be supplied to the District as requested, and included in the monthly invoice. Given the dynamic nature of transportation, as route changes occur, the payment basis for the route may increase or decrease. Contractor's billing must reflect these changes, and all such changes must be approved in advance and in writing by the District.

If unusual vehicle usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Should the School District or the City experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

Under the current District program, the District requires a bus monitor on all special needs bus runs. In some cases, the District may require a second monitor on a bus run. The determination of the need for a bus monitor on any run rests solely with the District. The District is requesting a rate per live hour for the Contractor to supply a bus monitor as mandated by the District. The monitors will be paid for the live time of the operation of the route (AM, PM or both) equal to the live time paid for the bus that the monitor is assigned to. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

However, the District reserves the right to assign its own bus monitors, bus attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor’s buses.

The District reserves the right to utilize another contractor(s), district, or BOCES for specialized services if the District deems this to be in their best interest.

3.2.3 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required**, the following program profiles will be utilized as the basis for calculating the annual cost for the five-year Contract period for the Special Needs Home-to-School Contract – School Year – Contract #1. The prices submitted on “Form of Bid-1” will be multiplied by the appropriate category on the following program profiles for each Contract year. The school year will be based upon 180 days for bid calculation purposes. The aggregate total cost of the five-years will be considered the Bid cost. This cost will be added to the cost for Contract #2 to determine the lowest cost bid. The following charts are not intended to represent accurately the current needs of the Troy City School District, but is intended for Bid calculation and Bond valuation purposes only.

**Contract #1 – Sped Home-to-School – School Year**

|                             | 2 hrs | 2.5 hrs                              | 3 hrs | 3.5 hrs | 4 hrs | 4.5 hrs | 5 hrs | 5.5 hrs | 6 hrs | Excess Hours |
|-----------------------------|-------|--------------------------------------|-------|---------|-------|---------|-------|---------|-------|--------------|
| 20 Passenger                | 16    | 5                                    | 1     | 2       | 1     | 2       |       |         | 1     |              |
| 20 Passenger W/C*           | 2     | 1                                    | 1     |         |       |         |       |         |       |              |
| 5-7 Passenger Vans          | 4     | 1                                    |       |         |       |         |       |         |       |              |
| <b>Additional Services:</b> |       |                                      |       |         |       |         |       |         |       |              |
| Bus monitors                | 94    | Hours per day (based on 37 monitors) |       |         |       |         |       |         |       |              |

\*20 passenger W/C vehicles must include flexible floor plans, automated lift systems, and air conditioning.

**3.3 Summer Sped Transportation Services – Contract #2**

3.3.1 Summer Special Needs transportation services will be billed and operated consistent with the school year service descriptions as defined in Section 3.2 of these specifications, except as noted in this section.

The Troy City School District will provide the fuel for the dedicated vehicles on a live miles basis of operation for those vehicles that are dedicated to the Troy City School District. Fuel will not be provided for any deadhead miles with the exception of out-of-District runs.

3.3.2 The regularly scheduled Summer Special Needs transportation program of the Troy City School District varies significantly each year. Information on projected needs will be provided on the flash drives provided at the prebid meeting.

For the Summer transportation services, the Troy City School District will pay for a minimum of two (2) daily live hours for the total of the AM and PM runs for vehicles dedicated to the District.

Vehicles can be used for any combination of in-District and out-of-District special needs

routes as determined by the District.

All route times shall be determined by the Troy City School District. The total time for the day shall determine the pricing level for that bus (two (2) hours, three (3) hours, or four (4) hours) based upon the rates submitted for the full day buses.

**The rates quoted for summer special needs transportation shall not exceed the rates quoted for home-to-school school year special needs transportation (Contract #1) for a similar contract term (5 years) and for the same fiscal year period. Any proposal where the quoted rates exceed the home-to-school rates will be deemed non-responsive and the rates would be adjusted by the District.**

3.3.3 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the five-year Contract periods for the Summer Special Needs Contract – Contract #2. The prices submitted on “Form of Bid–2” will be multiplied by the appropriate category on the following program profiles for each Contract year. The summer session will be based upon 30 days for bid calculation purposes. The aggregate total cost of the five-years will be considered the Bid cost. The Contract #2 cost will be added to the Contract #1 cost to determine the lowest cost bid. The following chart is not intended to represent accurately the current needs of the Troy City School District, but is intended for Bid calculation and Bond valuation purposes only.

The following chart is based on pure projections given the variability of summer needs.

**Contract #2 – Summer Transportation**

|                             | 2 hrs | 2.5 hrs                              | 3 hrs | 3.5 hrs | 4 hrs | 4.5 hrs | 5 hrs | 5.5 hrs | 6 hrs | Excess Hours |
|-----------------------------|-------|--------------------------------------|-------|---------|-------|---------|-------|---------|-------|--------------|
| 20 Passenger                | 4     | 1                                    | 1     |         | 1     |         |       |         |       |              |
| 20 Passenger W/C*           | 1     | 1                                    | 1     |         |       |         |       |         |       |              |
| 5-7 Passenger Vans          | 9     | 2                                    | 1     |         | 1     |         |       |         |       |              |
| <b>Additional Services:</b> |       |                                      |       |         |       |         |       |         |       |              |
| Bus monitors                | 55    | Hours per day (based on 23 monitors) |       |         |       |         |       |         |       |              |

\*20 passenger W/C vehicles must include flexible floor plans, automated lift systems, and air conditioning.

3.4 No cash discount may be offered or quoted by any Bidder. If two or more Bidders submit identical Bids as to price and services, the decision of the Board to award a Contract to one such Bidder shall be final.

**4. CONTRACT**

4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Troy City School District, approved by the Board of Education, to furnish any or all of the items described shall constitute a Contract between the successful Bidder and the District. The Contract shall bind the successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of his/her Bid.

4.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the Bid,

will be considered sufficient notice of acceptance of Contract.

4.3 If the successful Bidder fails to furnish service on the date of commencement of the Contract, or should it default in meeting any obligation under said Contract during the term of the Contract or should the successful Bidder fail, or be delinquent (as determined by the Troy City School District), in its preparation of the procedures required in meeting the terms, conditions and provisions of the specifications in a timely fashion, the Bidder will be notified in writing by the Troy City School District. If within (10) days after written notification by the Troy City School District, the Bidder has not taken such measures, as will, in the sole and reasonable opinion of the Troy City School District, insure the satisfactory progress and performance of the service, then the Troy City School District shall have the right to declare the successful Bidder in default and in addition, to any other legal or equitable remedies available to it, the Troy City School District, upon declaring the successful Bidder in default may upon written notice to the successful Bidder, take the following action:

4.3.1 Withhold any funds due the successful Bidder under this Contract and have the right of set-off, recoupment, and/or counterclaim against said funds for any claims for which the Troy City School District might have against the successful Bidder.

4.3.2 Commence providing the services contracted with the successful Bidder, either directly, or through another Contractor.

4.3.3 Terminate the Contract.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the Troy City School District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as Bid/RFP development fees, and consultant, adviser and/or attorney's fees incurred in Contracting with another party.

4.4 It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the Troy City School District. It is understood that a stock ownership change in the successful Contractor's firm (if a corporation) that exceeds 50% of the outstanding stock is considered a material change to the contract and the District has the right to terminate the contract at the end of the school year in which the stock ownership change occurs. The successful Contractor is required to inform the District in a timely manner, in writing, of any such ownership changes. Failure to comply with this provision may be considered a default of this contract by the Contractor and the District retains all rights to remedy this default as detailed in these specifications or as allowed under applicable laws and regulations.

4.5 The General Conditions, Specifications, Notice to Bidders, and Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all of the aforesaid together with the Contract itself.

4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not



correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.

- 4.7 It is understood that the Contract in no way excludes the Troy City School District from using its own vehicles, drivers or bus monitors, or services provided by/through other Districts, BOCES, agencies, or in any way limits the Troy City School District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by the Troy City School District.
- 4.9 No action or failure to act on the part of the Troy City School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Troy City School District is entitled, nor shall such action or failure to act on the part of the Troy City School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 4.10 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 State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or her designate before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Superintendent or his/her designate as submitted.

## **5. GUARANTEES BY THE SUCCESSFUL BIDDER**

- 5.1 The Troy City School District may at any time by a written order, require the performance of such extra transportation services or changes in the transportation services as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra transportation services as so ordered shall be determined by the applicable prices, set forth in the Contract. The Troy City School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the Troy City School District's written order.

The Bidders should note that information about the current routes is included in Appendix "A", and a good faith estimate of required services for the July 1, 2019-June 30, 2020 school year, and the summer of 2019, has been provided in Appendix "A" or will be provided at the prebid meeting. Changes in circumstances can occur due to, but not limited to, enrollment changes, student placements, school schedule changes, Troy City School District employee labor agreement changes, and traffic and construction demands. The successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.

- 5.2 All materials, supplies, services, and the quality of the materials, supplies, and services shall be subject to inspection, examination, and test by the Troy City School District. The selection of experts,

bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the Troy City School District.

The Troy City School District reserves the right to reject all materials, supplies, and services, and the quality of materials, supplies, and services that do not meet its standards.

5.3 The successful Bidder warrants and guarantees:

5.3.1 That Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.

5.3.2 That Bidder shall procure and maintain solely at its own expense Worker's Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Troy City School District Business Office no later than 30 days before the commencement of each year's service.

5.3.3 That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA) as to all of its employees while they are engaged in work under any Contract between the Contractor and the Troy City School District.

5.3.4 That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on Troy City School District premises, and all other Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.

5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, age, disability, sexual orientation, military status, veteran status, domestic violence victim status, marital status, or other status protected by law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

5.3.6 The Contractor 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 based on race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, military status, veteran status, disability or domestic violence victim status or other status protected by law.

5.3.7 The Contractor will cause the foregoing provisions to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.

- 5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Troy City School District. In particular, the Troy City School District requires that drivers be required to submit to a drug/alcohol test if an accident occurs that results in any person being transported to a hospital, or if a vehicle is required to be towed, or if there is \$1,000 or more in estimated damages. This requirement is for the protection of the District, the Contractor, and the Driver.
- 5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the District.
- 5.3.10 All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
- 5.3.11 That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the special needs transportation services performed. For all purposes of this contract, all drivers, monitors and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the Troy City School District, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or monitors directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

## 6. PAYMENTS

- 6.1 The acceptance by the Contractor of the final payment shall release the Troy City School District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Troy City School District and others relating to or arising out of this work.
- 6.2 Payments of any claim shall not preclude the Troy City School District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.
- 6.3 The Troy City School District may withhold from the Contractor so much of the payment due it as may in the judgment of the Troy City School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.4 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the Troy City School District's operating costs, as budgeted by the Board for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the Troy City School District from Federal and State sources are reduced, the Troy City School District reserves the right to cancel the Contract(s) upon thirty (30) calendar days written notice without further liability to the Contractor(s).
- 6.5 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made

upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format, and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of the number of vehicles required, at the service levels required by the transportation program. No payment will be made for spare vehicles unless used in actual service for additional routes. The number of vehicles paid for are those vehicles that the Troy City School District has approved for daily routes or special routes. No payment will be made for vehicles that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, weather conditions, or similar operating issues that are deemed by the Troy City School District to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of the end of the month where services were provided. Delayed billing is not acceptable and will not be honored by the District.

Fuel reconciliation and/or billing shall be submitted to the District on a monthly basis, or as required by the District.

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

## 7. SAVINGS CLAUSE

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

## 8. SPECIFICATIONS

### 8.1 SCOPE

These specifications are intended to provide for special needs transportation services for the safe transportation of students for the Troy City School District. The July 1, 2018-June 30, 2019 transportation program of the Troy City School District is defined and described at Appendix "A" annexed to these specifications, or as detailed at the prebid meeting. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the July 1, 2018-June 30, 2019 school year, which are on file with the Troy City School District, and summarized in Appendix "A". Additional information can be ascertained at the pre-Bid meeting.

It should be noted that the Special Needs transportation program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student

requirements.

## 8.2 TROY CITY SCHOOL DISTRICT REPRESENTATIVE

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

## 8.3 BID BOND

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

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

## 8.4 PERFORMANCE BOND

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

A determination on the acceptance of the Performance Bond ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

The Troy City School District will not accept a cash deposit in lieu of a Performance Bond.

## 8.5 INSURANCE

The Contractor shall provide the following insurance:

8.5.1 The insurance carrier must be licensed to conduct business in New York and must be rated in A.M. Best's *Insurance Guide* as "secure" or better. A non-admitted carrier would be acceptable for sexual misconduct coverage if written on a separate policy, and may, at the

District's sole discretion, be acceptable for the upper levels of excess coverage if the Contractor needed to secure multiple layers of coverage to meet the required limits.

All insurance and bonds are to be issued not only upon the ratings requested herein but also only from companies licensed to do business in the State of New York.

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and New York State disability.

8.5.2 The following minimum insurance must be maintained in full force during the term of the Contract by the Contractor at its own expense:

- a) Automobile insurance. Symbol "1", covering all automobiles and buses, including hired and non-owned vehicles is strongly preferred. However, at the District's discretion, a combination of symbols 2, 7, 8, and 9 covering all Owned automobiles and buses and including hired and non-owned vehicles might be acceptable. If symbols 2, 7, 8, and 9 are used, leased vehicles must be included within the definition of owned vehicles.

A combined single limit of bodily injury and property damage of \$5,000,000 per occurrence is required for owned, hired and borrowed and non-owned motor vehicles.

An additional insured endorsement is required and must be provided with certificate of insurance. The District, at its sole discretion may accept endorsement CA 20 48 2/99 instead. Either endorsement must name the Troy City School District Board of Education, and any of its respective public officials, agents, employees and volunteers. A waiver of subrogation in favor of the additional insured must apply.

Coverage should be at least equal to the standard ISO CA 00 01 with No manuscript endorsements reducing or limiting coverage unless approved in writing beforehand by the District.

- b) Commercial General Liability with limits of at least \$1,000,000 per occurrence/\$2,000,000 aggregate. Coverage is to be provided for bodily injury, property damage, products/completed operation, personal injury and advertising injury. Coverage is to be at least equal to ISO form CG 0001. An additional endorsement using CG 2026 or equivalent naming the Troy City School District Board of Education, and any of its respective public officials, agents and employees must be included. The decision to accept an alternative endorsement rests solely with the District. A Waiver of subrogation in favor of the additional insured must apply. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
- c) \$9,000,000 umbrella or excess liability coverage is required. Must be at least follow form over the Auto Liability, General Liability, Sexual Misconduct Liability (if separate coverage not endorsed on General Liability), and Employers Liability.

- d) The liability limits can be accomplished by a combination of primary and excess policies, if needed.
- e) Workers Compensation and Employers Liability is required covering all employees and meeting the requirements of New York State law. A waiver of subrogation in favor of the Troy City School District Board of Education, and any of its respective public officials, agents and employees must be included. ACORD certificates are not acceptable. Workers' Compensations and Disability insurance must be on NYS approved forms C105.2 and DB102.1 respectively.
- f) Sexual Misconduct and molestation insurance must be provided with limits of at least \$1,000,000 and must include an additional insured endorsement naming Troy City School District Board of Education, and any of its respective public officials, agents, employees and volunteers. This can be either a separate policy or as an endorsement to the General Liability. If endorsed on the General Liability, it must be clearly stated that the Automobile exclusion on the General Liability policy does not apply to this coverage. The commercial general liability policy must affirmatively provide coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

8.5.3 The automobile liability insurance shall also cover any liability arising out of the use by the Bidder of hired or non-owned vehicles as might be used incident to the completion of the Contract.

8.5.4 Said policy or policies shall be primary and non-contributory to any policies of insurance available to the Troy City School District. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the Troy City School District for any applicable deductibles and self-insured retentions. The District and/or its representative retain the right to make inquiries to the Contractor, its agents or broker and insurer directly.

8.5.5 The limits outlined above are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Bidder for amounts in excess of these minimum limits.

8.5.6 The Contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual certificates of insurance evidencing insurance coverage shall be provided to the Troy City School District no later than August 1<sup>st</sup> of each contract year, or June 15<sup>th</sup> of each contract year if Summer Transportation services are being provided. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the District does not eliminate the mandate. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

8.5.7 The Contractor shall hold harmless, defend and indemnify the Troy City School District 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 Troy City School District by third parties, employees of the Troy City School District, or employees of the Contractor.

8.5.8 All insurance certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage is excluded by special or manuscript endorsement or otherwise excepting such as appear in the standard ISO policies as they relate to this Contract. The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District.

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

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

## 8.6 BOOKS AND RECORDS

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

## 8.7 TERM

8.7.1 Upon voter approval, the term of the School Year Special Needs Contract shall be for a five-year period (July 1, 2019 - June 30, 2024). The Summer Special Needs Contract shall be for a five-year period (2019 - 2023).

8.7.2 In the event the multi-year Contract(s) is/are not approved by the voters, the Bid submitted by the lowest five-year priced Contractor for the first year (July 1, 2019-June 30, 2020) will be awarded by the Troy City School District as a one-year Contract.

8.7.3 The parties may choose to extend any of these Contracts for future years, consistent with the then current SED regulations.



## 8.8 CONTRACTOR'S RESPONSIBILITIES

### 8.8.1 Personnel Matters

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

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

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

8.8.1.2 The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required or permitted by law. The Contractor further agrees that the School District, its Superintendent of Schools, or designee shall have the right to direct the removal of any person (driver, monitor/attendant, or office personnel) servicing this Contract for any reason.

Should drivers be utilized who are not assigned to the Troy City School District program on a regular basis, said driver(s) must be reported to the District prior to their providing services in the District. All drivers and monitors/attendants providing services to the District must be approved for service by the Superintendent of Schools pursuant to State regulations. No drivers or monitors/attendants may be utilized "from another terminal" without the District's approval.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers or monitors/attendants, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or monitors/attendants shall be removed from the routes immediately upon notice from the Board to the Contractor. The

Board also reserves the right to directly employ certain monitors/attendants, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

8.8.1.3 A "Contract Manager (or similar function/title)" will be provided by the Contractor hereunder. Said supervisor must have complete authority over the operation of the Contractor's vehicles. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of vehicles and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools, or designee. Said supervisor also shall be responsible for compliance by drivers with all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports. This position does not need to be full-time dedicated to the Troy City School District.

The Contract Manager shall meet with the District upon request but no less than once per month during the school year to review operations and to discuss service options or issues.

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

8.8.1.3.1 Said Contract Manager or his/her Troy City School District approved designee(s), shall be available at the dispatching station during all hours that regularly schedule morning, mid-day, and afternoon services are being performed pursuant to the Contract, as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the Troy City School District.

8.8.1.3.2 The Contract Manager must be located at the transportation facility servicing the District, and must be a full-time position. The Contract Manager shall be responsible for the Troy City School District operation. This position is assumed to be administrative with responsibility to oversee this contract.

8.8.1.4 Dispatcher(s): A "Dispatcher" function shall exist within the terminal with said position staffed from 5:00 am to 6:30 pm on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of vehicles and drivers, the use of radio systems, effective communications with parents and District staff members, use of routing and GPS (if alternate selected) software, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said

Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified.

The Contractor shall provide the District with emergency contact information for issues arising from after-hour runs, and on weekends. A Contractor representative must be accessible when District runs are scheduled to operate.

The Contractor must provide a cell phone for the terminal for use during any power outages. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District, and qualified and trained substitute staffing must be provided.

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

8.8.1.5 Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position does not need to be full-time dedicated to the Troy City School District, but must be allocated sufficient time to reasonably perform training, road checks, and training of the staff members serving the District. It is expected and required that the Safety Supervisor allocate more time to the Troy City School District operations when new and inexperienced drivers are being utilized, including supplemental training and road observations. The Safety Supervisor must submit written reports to the District, at least quarterly, on all driver training programs, including new hires and existing drivers.

8.8.1.6 Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor; however, the above minimum levels must be maintained. Therefore, the Bidder is requested to provide a detailed explanation of their proposed terminal staffing with their Bid. The District will utilize this information as a part of the Bid evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract.

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information

can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

Details on the terminal staffing shall be included in Section #8 of the Bid binder.

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

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

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. All monitors/attendants must be provided with one three-hour dedicated training class within the first six weeks of school (before or after school start date) with the program details and curriculum provided to the District for their review and approval. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor. The District's Transportation Coordinator shall be made aware of all formal training meetings and shall have the right to attend and participate in said meetings.

The Contractor shall follow District policies and procedures relative to safety training as defined in this section.

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

Each driver and monitor/attendant performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3 (b)(3) of the Regulations of the Commissioner of Education and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner. Each driver performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3(c)(2) of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the District's representative in writing on the forms prescribed by the Commissioner. All information which can be legally shared with the School District shall be provided as part of the required driver files provided for both new employees and annually for existing employees. The costs of such examinations shall be paid by the Contractor.

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

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

Completed employee application forms are to be submitted to the Troy City School District, in a file, along with a certification that the Contractor's Terminal Manager has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a

criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction including one (1) hour of actual bus driving, and conducted a personal interview.

The Troy City School District reserves the right to review the Article 19-A file and other records showing conformance with State regulations for each driver in service to the School District.

8.8.1.13 The Contractor shall at all time have stand-by drivers and stand-by monitors/attendants in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers, and stand-by monitors/attendants, shall not be less than ten percent (10%) of the required daily staff members, rounded to the next full person. For example, if 44 drivers, and 44 monitors/attendants are required, the Contractor shall have on-staff and available on a daily basis 5 drivers (44 x .10 rounded up) and 5 monitors/attendants (44 x .10 rounded up). These drivers and monitors/attendants cannot be used for any other purpose without the prior express permission of the School District.

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

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

8.8.1.15 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior written approval of the School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse ("dry route") their assigned routes until they become familiar with all stops and roads. At a minimum, the Contractor shall perform two (2) dry runs during the actual route operating times in order to replicate typical traffic conditions. The last dry run shall be at least 7 days prior to the beginning of school so that any route changes which are identified can be implemented. The Contractor shall provide the District with a written certification of the date that each driver completed their dry runs.

Drivers are to pick-up/drop-off students only at Troy City School District designated locations.

The Contractor, along with the respective driver and monitor/attendant will be responsible for the safety and supervision of the children transported under the Contract.

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

- 8.8.1.16 Students shall be discharged pursuant to District policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle. *No students are to be released without supervision unless written consent has been provided to the District.* If there is no one to meet the student at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.
- 8.8.1.17 No alcoholic beverages or intoxicants may be brought to or consumed upon the School District's premises or vehicles utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking/vaping are allowed on the vehicles or on school property. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the terminal. The Troy City School District has a "drug free/no smoking/no vaping zone" policy on school property.
- 8.8.1.18 Each driver will remain aboard his or her assigned vehicle at all times that pupils are aboard said vehicle and while waiting at the designated area(s) to disembark/embark pupils. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District. The Contractor also agrees to comply with the State's "anti-idling" requirements as stipulated in Commissioner's Regulations 156.3(h).
- 8.8.1.19 Under no circumstances, shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by the School District, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.
- Under no circumstances shall a driver allow an unauthorized person to enter or ride the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. No students from other districts are allowed to ride vehicles without District's approval, in advance. The District is the sole authority to approve additional personnel to ride the vehicle.
- 8.8.1.20 The Contractor must provide a private telephone number to allow the Troy City School District immediate and direct access to the terminal. The Contractor is required to provide a fax machine in the terminal and provide said number to the School District. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to the School District.
- The District owns and operates a Motorola XPR 5590 radio with base station. The Contractor shall provide the District with all operating channels/frequencies and the District reserves the right to monitor the channels.
- 8.8.1.21 The Troy City School District reserves the right to require a change in the route assignment of a driver and/or monitor/attendant should circumstances warrant due to the fact that the actions and conduct of drivers and monitors/attendants reflect upon the Troy

City School District as a whole. The Superintendent of Schools or his/her designee shall have the final authority in these matters.

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

A trained mechanic dedicated to this position must be on duty when the vehicles are operating the regularly scheduled Special Needs Home-to-School and the Special Needs Summer transportation program.

- 8.8.1.23 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal will be provided with read-only access to the District's routing software (*Transfinder/InfoFinder le*), and the Contractor's GPS software (if alternate is selected) must interface with the District's software system (*BusFinder*). The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software. The District will provide the Contractor with any license required for read-only access to *InfoFinder le*.

## 8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of vehicles, with sufficient capacities to meet adequately the needs of the Troy City School District. All vehicles will have valid New York Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the vehicles. Additionally, the Contractor is responsible for having in place a system to secure the entry to the vehicles to prevent rodents or animals from entering the vehicles while parked under the care of the Contractor.

In addition to the necessary route vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of each vehicle size as spare vehicles located at such a place to ensure that the spare vehicle can respond to an in-Troy City School District vehicle need within 30 minutes. Stand-by drivers must be available to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to the Troy City School District. A vehicle of a larger capacity may be used to fulfill the spare vehicle capacity of smaller vehicles (i.e. a 30 passenger bus can fulfill the requirement for a 20 passenger bus, or a 8 passenger + 3 w/c vehicle can fulfill the requirement for a 4 passenger + 1 w/c



vehicle). However, any billing to the District will be based on the vehicle capacity required by the District and not the vehicle capacity provided by the Contractor (for example, if a 30 passenger bus covers for a 20 passenger bus, the District shall be invoiced at the 20 passenger bus rate).

In some instances the Contractor may use multiple smaller vehicles to meet the District's need for a larger capacity bus; however, the District shall only be invoiced for the rate appropriate for the larger vehicle as required by the District. *For purposes of an example only*, the Contractor may request approval to utilize two 16-passenger buses to meet the District's request for a 20-passenger bus. In this instance, the District would be invoiced for one 20-passenger bus. The vehicle substitutions can only be made with the District's advanced approval.

Based on current vehicle usage and program requirements, the District projects the following route vehicles being required for the 2019-2020 school year:

- 20 passenger – 15 (current in-district runs)
- 20 passenger – 14 (current out-of-district runs)
- 30 passenger W/C\* – 3
- 5-7 passenger vans – 5 (3 out-of-district and 2 in-district)

\*20 passenger W/C vehicles must include flexible floor plans, automated lift systems, and air conditioning.

The Troy City School District requires the following fleet age profile:

- No regularly scheduled route vehicle shall exceed 10 years of age, and the average of all route vehicles shall not exceed 6.5 years. Spare vehicles may be 11 years of age, however the average age of the entire fleet (including spares) cannot exceed 6.5 years.

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1<sup>st</sup> of each year). For example, a vehicle with a 2014 chassis year, at the beginning of this contract period (7/1/19) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria.

If a used vehicle is placed in service during the term of the contract, the District reserves the right to inspect and approve said vehicle. The District's approval will not be unreasonably withheld. Any used vehicle placed in service must maintain the fleet age profile as detailed herein, including any temporary buses provided by another Contractor location. Additionally, the District must be provided specific information on vehicle numbers, capacity, and age of any temporary vehicles providing services to the District. Any temporary vehicles must also include all mandated equipment including cameras, GPS (if alternate selected), etc.

Buses shall include the following features as a minimum:

- 8.8.2.1.1 All vehicles are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB.

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

The use of this equipment shall be in conformance with Troy City School District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District's request, and access shall be furnished through internet communication or other media transfer mechanisms. Access to video output is of paramount importance to the District, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in Section 8.16.11 of these specifications, the District reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

A minimum of three (3) video cameras and sound recording equipment are required in each 20 passenger and larger bus. Vehicles with capacities of less than 20 students shall have a minimum of one (1) camera and sound recording equipment.

The Contractor shall include in their bid package, in Section #5 (Fleet), specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TL2/TL4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District.

- 8.8.2.1.2 "Child Check Mate" (or equivalent) child check system is to be installed on all vehicles with a capacity of 20 students or more dedicated to the Troy City School District.

- 8.8.2.1.3 Two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Troy City School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the Troy City School District boundaries without an operating two-way means of communication. All vehicles that transport children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Troy City School District. These cellular or digital telephones shall be operated consistent with State laws.

8.8.2.1.4 Vehicles may be fueled either by unleaded gasoline or diesel. The District shall be provided with a vehicle listing assigned to the District with the type of fuel identified for each vehicle.

8.8.2.1.5 All buses must meet industry standard drawstring tests.

8.8.2.2 The Assistant Superintendent for Business or his/her designee reserves the right to reject vehicles to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

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

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

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

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

### 8.8.3 Facilities

8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance, parking, and DOT inspection facilities for vehicles in the operation of the Contract. The "Park Out" of vehicles is specifically prohibited unless the Contractor shall submit to the District a detailed program for driver observation and vehicle security that meets the approval of the District. "Park outs" may only occur during the day and may not occur during the overnight hours.

8.8.3.2 On each Form-of-Bid the Bidder shall provide the exact location of the maintenance facilities that will be utilized to park and repair/maintain vehicles in use for the Troy City School District. The District reserves the right to inspect the facilities to determine its adequacy.

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

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the Troy City School District.

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

#### 8.8.4 Fuel

8.8.4.1 The Troy City School District will furnish the Contractor, without charge, with the fuel necessary for the live miles in the direct performance of the transportation required by the dedicated buses in the Special Needs Home-to-School Transportation Contract (Contract #1), and Special Needs Summer Program (Contract #2).

The fuel type will be limited to diesel or unleaded gasoline.

The amount furnished will be limited to the amount actually used in the direct performance of the Contract, based upon a “cap” of:

One (1) gallon of diesel for each six (6) route miles for all diesel fueled vehicles, and

One (1) gallon of gasoline for each fifteen (15) route miles for all unleaded gasoline fueled vehicles.

The Contractor is to take only that fuel actually needed to fulfill the contract. The above allowances are a “cap” and not a guaranteed amount. Should the Contractor not utilize all the fuel allowed under these quantities, the District is under no obligation to provide additional fuel.

Should this contract be renewed after the initial five-year term, the District reserves the right to modify the fuel allowance levels should fuel standards change by 10% or more from those in place as of July 1, 2023.

The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel

provided and to restrict the use of fuel provided to the fulfillment of these Contracts. The Contractor shall maintain Hazardous Materials Storage insurance coverage in the amount of \$2,000,000 per occurrence (claim) and \$2,000,000 aggregate including products and completed operations, which names the District as an additional insured. The Troy City School District and the State Education Department may require verification of the storage and use of fuel as herein provided. Fuel will be ordered from a Troy City School District approved vendor by the District, and it will be ordered in a manner to maximize the cost effectiveness of fuel purchase Contracts.

The Contractor cannot purchase fuel, thereby delaying a District purchase/delivery, without the prior approval of the District. Should the Contractor engage in this practice, the Contractor will forfeit the District delivery.

Fuel will be ordered by the Troy City School District from a State approved vendor for delivery to the District approved Contractor's terminal facility that can receive the fuel amount without any charges to the District above the lowest State approved price. The fuel ordered will be compliant with State regulations for exemption from taxes. The Contractor is not authorized to order fuel for payment by the District without the prior written authorization of the District. Any fuel ordered by the Contractor without such prior written approval from the District will not be paid by the District.

If the Contractor cannot provide an on-site fueling site, and if the Contractor must utilize an area service station, a non-State Contractor fuel provider, or fueling of vehicles from a fuel delivery truck, the District will reimburse the Contractor for the actual fuel allocated under the provisions of this contract, based on the cost that the District would have incurred if direct fuel deliveries had been made to the Contractor's site. The District and the Contractor shall meet to determine the most reasonable method of establishing a price per gallon for reimbursement, with the final decision on methodology determined by the District.

- 8.8.4.2 The direct performance of services shall include all live mileage performed for routes. Deadhead mileage is specifically excluded from all allowance calculations with the exceptions of out-of-District runs. The determination of route mileage shall be made by the Troy City School District consistent with the routing and vehicle use as defined in these specifications.

The Contractor and the District shall meet prior to October 15<sup>th</sup>, of each school year to determine the allowable live route mileage and the estimated annual fuel allowance. The live route mileage will be taken from the information contained within the Troy City School District routing software, the average live mileage portion of District's live route miles for a minimum of three (3) consecutive operating days between September 15<sup>th</sup> and October 15<sup>th</sup> taken from the Driver Vehicle Inspection Report (DVIR), and/or computerized live route time evaluation through web based maps. The decision as to what method or what combination of methods to determine the fuel allowance will be made by the Troy City School District.

Prior to the end of each school year an adjustment will be made for any fuel owed the Contractor or for any fuel provided in excess of the fuel allowance.

8.8.4.2.1 If fuel is owed to the Contractor, the amount of fuel owed can be credited to the allowance for the following year, or the Troy City School District can pay the Contractor the current value of the amount of fuel owed (at the appropriate bid prices), as determined by the District.

8.8.4.2.2 If the amount of fuel provided is in excess of the amount of fuel allocated, the Troy City School District will deduct from the monthly payment the value of the excess fuel provided at the time of delivery. The District will not intentionally provide the Contractor with additional or excess fuel, nor will the District sell excess fuel to the Contractor.

8.8.4.3 Periodic meetings will occur throughout the school year to evaluate any route changes and the potential impact on the fuel allowance.

8.8.4.4 The Troy City School District will provide a readjustment of the fuel allowance for any route where the live mileage changes permanently by five percent (5%) or more.

8.8.4.5 Should the capacity of the Contractor's fuel tank prevent the delivery of a full load, and due to this lesser capacity the Troy City School District is charged a higher rate for a partial delivery, or a higher rate due to a price change to complete the delivery at a later date, then the incremental cost above the Troy City School District's regular cost of fuel shall be deducted from the Contractor's monthly payment.

8.8.4.6 In the event the Troy City School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the Troy City School District upon submission of approved receipts. Any State and/or Federal taxes due shall be the responsibility of the Contractor. The Troy City School District will not be responsible for any "wet fueling" charges due to the lack of a fuel storage system, or any procedural limitations by the Contractor.

8.8.4.7 The Troy City School District will not provide, nor act as a reseller of, fuel to the Contractor for fuel needed for deadhead miles or for any other use other than what is specifically provided in these Contracts.

#### 8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls incurred by the Contractor for approved out-of-District runs will be reimbursed by the School District upon presentation of approved receipts.

#### 8.8.6 Transition Plan

In the event the existing Contractor is not the successful Bidder, the Troy City School District will require the successful Bidder to submit a Transition Plan to the Troy City School District within 15 days after being notified that it is eligible for the Contract(s).

Such Transition Plan must be approved by the Troy City School District and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Bidder does not have one within 30 minutes traveling time of the Troy City School District; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and time line(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the District's approval of the Transition Plan.

Should the existing contractor be the successful Bidder, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including any District-selected alternate(s). Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the Troy City School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Bidder.

#### 8.8.7 Advertising

Vehicles used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the School District. Should the District approve advertising (consistent with any State regulations) on or in the vehicles providing services pursuant to this contract, the District shall receive 60% of the net profits from the advertising as verified by an independent accounting firm.

#### 8.8.8 Public Relations

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

### 8.9 SAFETY REQUIREMENTS

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

## 8.10 ROUTE SCHEDULING

- 8.10.1 Route scheduling will be performed by the District with the help and cooperation of the Contractor when needed. The District reserves the right to determine the acceptability of merging District students with students from other districts on the out-of-district runs.

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

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

The District is currently utilizing Transfinder for routing software. The District will provide the Contractor access to a read-only version of InfoFinder in the terminal to interface with the District. Changes to the District's routing data can only be made with the expressed written permission of the District. The District will provide the Contractor with any licenses that may be required for InfoFinder access; however, any internet charges are the responsibility of the Contractor. During the course of the contract, the District reserves the right to change routing software programs. Should this occur, the District will be responsible for providing the Contractor with the necessary licenses to operate the new program, and will provide the Contractor's staff with the proper training in the software use.

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

- 8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the District's Transportation Coordinator or his/her designee. Many of the services required for students with special needs may require very specific loading and unloading procedures and these procedures must be followed by the Contractor unless an exception is approved by the District.

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

No routes are to be doubled by the Contractor. Given the needs of many special needs



students, all routes shall schedule the same driver in the morning and in the afternoon unless the Troy City School District approves a change. Many routes also require a trained bus monitor or attendant, and consistent placement of these persons is also required. Drivers and monitors/attendants may not leave their designated daily routes to perform other work. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's and monitor's/attendant's names and bus number. This information is to be updated whenever permanent driver or monitor/attendant, and/or bus changes, are made.

In order to maximize the effectiveness of the GPS/BusFinder system, the Contractor(s) shall continually provide the District with updated asset assignments to routes to allow the District to determine the specific vehicle providing services on each route.

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

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

- 8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the Troy City School District's Board of Education including the calendars of all other schools for which the Troy City School District is responsible for furnishing transportation. The District makes no representation on the minimum number of days for any contracted service.

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

- 8.10.6 It is understood that on those days that Troy City School District schools are closed the District will not provide direct transportation to non-public locations or BOCES. It is the District's understanding that certain non-public locations may make direct arrangements with the Contractor to provide transportation at the non-public school's expense.

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

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

8.10.7 Each vehicle used under this Contract will display the proper route designation when on scheduled routes. The route designations will be securely attached to vehicles in locations approved by the Transportation Coordinator or his/her designee.

8.10.8 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Troy City School District.

8.10.9 SCHEDULE VARIATIONS

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

8.10.9.1 Troy City School District-wide early dismissals when required.

8.10.9.2 Early dismissals as per calendars provided by the Troy City School District, including during the month of September and late activity schedules as per published schedule

8.10.9.3 Comparable transportation from BOCES and all special needs locations and non-public schools covered by this Contract on days when the Troy City School District has other than regular dismissals

8.10.9.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.

8.10.9.5 Comparable transportation for special education locations on days when the Troy City Schools are closed for any reason and the special education locations are open

8.10.9.6 Dismissal as required during January and June examination weeks in the high school and the middle school

8.10.9.7 Dismissal as required during June examination week at the middle and the elementary schools of the Troy City School District as well as any and all non-public schools to which transportation is provided under the Contract

8.10.9.8 Summer transportation as required by the individual student programs

8.10.10 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by the Troy City School District. This information is to be provided without charge to the Troy City School District. Failure to meet this requirement will cause the Troy City School District to initiate the liquidated damages provided under Section 8.16.13 of these specifications.

8.10.11 TRIAL ROUTES

At a time established by the Troy City School District, in consultation with the Contractor, within three (3) weeks prior to the first day of service under the Contract, each regular driver will make at least two (2) trial a.m. and p.m. runs to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the Troy City School District of the same. Contractor must provide written verification of this trial route process to the Troy City School District no later than seven days prior to the opening of school. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges. Trial runs must be operated by the driver using their actual assigned vehicle, or a vehicle with similar capacity and features. Operating trial runs using a personal auto is not acceptable.** The cost of providing these mandated trial routes shall be at no additional charge to the Troy City School District and no billing for these routes shall occur. The District will provide the fuel necessary for these trial runs.

## 8.11 OPERATING MATTERS

8.11.1 Accidents: In the event of any accident involving the operation of a vehicle in service to the Troy City School District, the Superintendent or his/her designee is to be notified immediately, and the Troy City School District accident procedures are to be followed. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to the Troy City School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the Troy City School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event. The District requires that any driver involved in an accident where any person is transported to a hospital, any vehicle is towed, or any vehicle incurs an estimated \$1,000 in damages be immediately submitted for drug/alcohol testing. The Contractor is responsible for instituting this protocol, and the results are to be shared with the District consistent with any regulatory privacy requirements.

The Troy City School District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

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

8.11.2 Driver Training and Additional Training: All drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor.

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

8.11.3 Driver's Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily report, or DVIR form, each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the Contractor and made available to the Transportation Coordinator or his/her designee as requested. The utilization of an industry-standard electronic vehicle inspection report system is acceptable.

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

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

8.11.5 Emergency Closings: The Contractor will be required to consult with the Superintendent or his/her designee, during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled vehicles in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools or his/her designee. It is understood that time is of the essence in providing such vehicles, and that such vehicles will be provided as soon as possible, but in no event will the arrival of the vehicles at the designated locations be more than one (1) hour after notification is given to the Contractor by the Troy City School District.

The above early dismissal schedule shall be at no incremental cost to the Troy City School District.

8.11.6 Non-Troy City School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Troy City School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the Troy City School District before agreeing to undertake the transportation of pupils for other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the Troy City School District with copies of

each such related Contract with another school, district, or individual for such transportation. The District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the District and the Contractor. The Troy City School District reserves the right to assign students from other districts to buses/routes. Should such assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the Troy City School District, according to the prices submitted in this Bid.

**The Contractor agrees to cooperate fully with the Troy City School District's policy of cooperative transportation with other districts, schools, agencies, and BOCES.**

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

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the Troy City School District during the term of the Contract. It is of paramount importance that drivers maintain good order on the vehicles. Drivers will be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers shall

be borne by the Contractor.

#### 8.12 BASE PROGRAM BID

The Base Program Bid for the Transportation Contract shall be for a Transportation Program for the July 1, 2019-June 30, 2020 school year consisting of regularly scheduled services similar to those as described in Appendix "A", and for the Summer Special Needs program for 2019.

#### 8.13 CHANGES IN BASE PROGRAM

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

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

#### 8.14 COMPLIANCE REQUIREMENTS

##### 8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Troy City 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) to comply fully with Title IX.

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

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

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

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

A clause shall be inserted in all specifications or Contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of

July, 2001, or by a fire district or any agency or official thereof on or after the first day of July, 2001, for work or services performed or to be performed, or goods sold or to be sold, to provide that

(1) upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other agency, which is empowered to compel the attendance or witnesses and examine them under oath, to testify in an investigation concerning any transaction or Contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

(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 three 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 2001 by such person, and by any firm, partnership, or corporation or which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

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

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

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

#### 8.15 CONTRACT

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

the security with its bond.

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

#### 8.16 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual amount of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquidated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed.

In view of the difficulty the Troy City School District will suffer by reason of default on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of this Contract:

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



payment for each such occurrence.

- 8.16.5 The Troy City School District considers the presence of the Dispatcher, or his/her Troy City School District approved designee, at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet his oversight responsibility. If the Dispatcher, or his/her approved designee, is not present during these time periods, the Troy City School District shall have the right to deduct \$100.00 for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Dispatcher or his/her approved designee is not present.

The damage assessment shall not be imposed if the Dispatcher or his/her designee has to leave the dispatching station for an accident or some other emergency.

- 8.16.6 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the Troy City School District reserves the right to deduct \$200.00 per day plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.

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

- 8.16.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area travel by his/her route, the location of the route's bus stops, helps to identify any need for any route modification(s), and helps to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these specifications is considered a critical failure to meet the specifications of this Contract. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed, the Troy City School District reserves the right to deduct \$100.00 from the monthly payment to the Contractor.

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

- 8.16.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Troy City School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to Troy City School District.

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

8.16.11 The District requires that all buses have operable digital cameras. A \$250 per day per bus liquidated damage may be assessed for any bus that violates this mandate. The Contractor is required to provide the District with video output within 24 hours of the District's request. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of \$100 per day for each day that the video submission is delayed.

A similar damage assessment of \$250 per day per bus shall be assessed for any bus that is operated without the GPS capability (if Alternate 8.17.2 is selected by the District). Included in this provision for GPS shall be any vehicle that is operated without the knowledge of the District and without the proper asset notification provided to the District.

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

8.16.13 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes without prior Troy City School District approval. If such unauthorized changes are made, the Troy City School District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.

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

8.16.14.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Troy City School District an action plan to achieve the 90% plus level by the

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

- 8.16.14.2 If the average DOT passing rate is between 85.0% and 87.4% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the Troy City School District an action plan to achieve the 90% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the Troy City School District. This action plan will be reviewed with Troy City School District personnel or its representative(s) and must be approved by the Troy City School District. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Troy City School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the Troy City School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The Troy City School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Troy City School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the Troy City School District reserves the right to assess damages of \$400 from the monthly payment to the Contract for each vehicle dedicated to the Troy City School District reported as failing under the "A" or "B" inspection criteria.

The Contractor shall also be liable for any costs the Troy City School District may incur to assist the Troy City School District in the selection of another Contractor.

8.16.14.3 The Troy City School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the Troy City School District may incur to assist the Troy City School District in any review or monitoring of the action plan by any specialist of its choosing.

8.16.14.4 If the DOT passing rate is 84.9% or less at the terminal from which the fleet operating this Contract is located, the Troy City School District reserves the right to assess a damage of \$750 from the monthly payment to the Contractor for each vehicle dedicated to the Troy City School District reported as failing under the "A" or "B" inspection criteria and reserves the right to terminate the Contract upon 60 days prior written notice.

The Troy City School District reserves the right to assess damages from the monthly payment to the Contractor equal to any costs the Troy City School District may incur to assist the Troy City School District in the selection of another Contractor.

8.16.15 Vehicles are required to carry proper identification signs, pursuant to these specifications. This identification is essential for the schools' staff and pupils to identify the vehicles. Vehicles displaying no identification, multiple identifications, or wrong identification, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the Troy City School District reserves the right to levy a cost of \$100 per day as liquidated damages for each vehicle route operating in violation of these requirements.

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

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

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

It is expressly understood by the Contractor that the District, by not exercising its rights, or

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

## 8.17 ALTERNATES

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

### 8.17.1 Performance Bond

Pursuant to the requirements detailed in Section 8.4, the District is requesting the annual cost for providing a 100% Performance Bond for each operating contract. The annual cost for the Bond must be entered on the Forms of Bid in the space provided. Although the District prefers that the Contractor submit an annual cost in a flat dollar amount format, the District will accept a percentage of the calculated cost of the contract. Should a percentage be submitted by the Contractor, the District will determine the annual cost based on the calculated bid amounts consistent with the calculation process described in the specifications for bid evaluations and bonding purposes. The District will determine whether or not to require a Bond based upon a number of factors and variables as described herein. All bids must include the required Bond documentation, and an annual price, to be considered for award.

### 8.17.2 Global Positioning System (GPS)

The District is requesting the annual cost per vehicle for installing and operating GPS services on all vehicles. All vehicles would be equipped with a Global Positioning System (GPS) system that will integrate with the required Transfinder/BusFinder software, or a comparable program as determined by the District, and which will provide the District with access to the GPS data at the District's offices. The Bidder will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. The GPS system must be able to provide the District with specific times for house or school pick-up or drop off occurrences.

**APPENDIX A  
PROGRAM DESCRIPTIONS**

**Troy City School District:**

School locations, grades, and times are provided on the flash drives.

**Out-of-District Destinations:**

School locations, grades, and times are provided on the flash drives.

Current Contract Rates, and the current contract documents, will be provided at the prebid meeting on the flash drive.

Bus Usage Chart for School Year Special Needs Home-to-School Transportation: A detailed bus usage schematic showing destinations, run times, distances, and types of vehicles required will be provided on the flash drive distributed at the prebid meeting. Reports are labeled for In-District and Out-of-District run projections, and vehicle types are shown. All runs for purposes of miles and time are based on a start/stop location of the District Offices at 475 1<sup>st</sup> Street in Troy.

Special Needs Summer Transportation: Summer program needs vary considerably and the District can only provide reasonable projections as shown herein.

**APPENDIX “B”  
FLEET LIST**

Pursuant to Specifications 8.8.2.4, I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of the Contract.

Bidder’s Name: \_\_\_\_\_

Authorized Signature: \_\_\_\_\_

| Make/Model | Year | Seating Capacity | Fuel Type |
|------------|------|------------------|-----------|
|            |      |                  |           |
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Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Bidder, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

**APPENDIX "C"**

**TROY CITY SCHOOL DISTRICT  
TRANSPORTATION REPORT**

**SAMPLE**

**MONTHLY ACTIVITY REPORT  
MONTH: \_\_\_\_\_, 201\_\_**

|                                                  |                             |                            |      |
|--------------------------------------------------|-----------------------------|----------------------------|------|
| <b># FULL OPERATING DAYS - YEAR-TO-DATE:</b>     |                             |                            | days |
| <b># FULL OPERATING DAYS REFIRSTING IN YEAR:</b> |                             |                            | days |
|                                                  |                             |                            |      |
| <b><u>HOME-TO-SCHOOL MILEAGE</u></b>             | <b><u>CURRENT MONTH</u></b> | <b><u>YEAR-TO-DATE</u></b> |      |
| <b>Regular Runs</b>                              |                             |                            |      |
| _____                                            |                             |                            |      |
| <b>Special Runs</b>                              |                             |                            |      |
| <b>Late Runs</b>                                 |                             |                            |      |
| <b>Other:</b>                                    |                             |                            |      |
| <b>TOTALS:</b>                                   |                             |                            |      |
|                                                  |                             |                            |      |

**SAFETY AND TRAINING ACTIVITY:**

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**ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)**

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**OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)**



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**FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.**

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Date Prepared: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

Prepared by: \_\_\_\_\_

Title: \_\_\_\_\_

## **Appendix D**

### **Troy City School District Transportation Policies**

District Transportation Policies are available on the District's website:

**<http://boardpolicyonline.com/?b=troy>**

## APPENDIX E

### FORM OF PARENTS' BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

***Exclusive Purposes for which Student Data Will Be Used.*** Use of student data under this Contract will be limited to that necessary for Contractor to perform the duties of Student Transportation Contractor and the services associated with that function. Such services include, but are not limited to, the necessary review of student educational records consisting of student name and address; extract of IEP requirements that pertains to student transportation; school of attendance; grade; parent/guardian name, address, phone number(s), e-mail address(es); emergency contact information; child care provider name, address, and phone number(s). The Contractor shall not sell or otherwise use student data for any marketing purposes whatsoever.

***Protective Measures Regarding Third Parties.*** The Contractor shall only share student data with additional third parties if those third parties are contractually bound to adhere to the same data protection and security requirements of the Contractor.

***Storage of Data.*** Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and e-mail archiving (for information stored digitally) and manual lock and key (for physical copies of such information). Further, the Contractor shall use encryption technology to protect student data while in motion or in its custody from unauthorized disclosure, using a technology or methodology specified by the Secretary of the U.S. Department of HHS in guidance issued under P.L. 111-5, Section 13402(H)(2).

***Expiration of Agreement.*** This Agreement expires on the expiration of student transportation Contract(s). Upon expiration of this Agreement, Contractor will ensure that all student data, including records relating to students' name and address; extract of IEP requirements that pertains to student transportation; school of attendance; grade; parent/guardian name, address, phone number(s), e-mail address(es); emergency contact information; child care provider name, address, and phone number(s) are returned to the School District. Contractor will also ensure that all records containing personally identifiable student information are returned to the School District and are deleted from the Contractor's records.

***Parental Challenge to Accuracy of Data.*** In the event a parent, student, or eligible student wishes to challenge the accuracy of the student data collected by the Contractor, such parent, student, or eligible student shall have an opportunity for a hearing to challenge the content of the school records, in accordance with the School District's Student Records Policy.

**Contractor acknowledges that it has received the Parents' Bill of Rights and understands its legal obligations as provided therein.**

**Contractor:** \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

**THIS FORM MUST BE SIGNED AND NOTARIZED = = = = SUBMIT WITH BID = = = =**

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE CONTRACTOR AGREES TO DEFEND, HOLD HARMLESS AND INDEMNIFY TROY CITY SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE TROY CITY SCHOOL DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

- (A) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY THE CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES OR BY ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT, EXCEPT FOR SUCH INJURY OR DAMAGE WHEREIN IT IS FINALLY DETERMINED THAT THE TROY CITY SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE GROSSLY NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT;
- (B) ANY INJURY TO PERSON OR DAMAGE TO PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY NEGLIGENT ACT, DEFAULT, ERROR OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR OF ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT;
- (C) FINES, PENALTIES, COSTS AND EXPENSES WHICH MAY BE INCURRED BY OR LEVIED AND ASSESSED AGAINST THE TROY CITY SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE TROY CITY SCHOOL DISTRICT IN CONNECTION WITH THE CONTRACTOR'S PERFORMANCE OR FAILURE TO PERFORM UNDER THE CONTRACT.

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE TROY CITY SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE TROY CITY SCHOOL DISTRICT ON ANY SUCH CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT, FINE OR PENALTY WHICH MAY BE RENDERED OR ASSESSED AGAINST THE TROY CITY SCHOOL DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE TROY CITY SCHOOL DISTRICT ARISING OUT OF ANY SUCH CLAIM OR DEMAND.

THE ASSUMPTION OF DEFENSE, INDEMNITY, LIABILITY AND LOSS HEREUNDER SHALL SURVIVE CONTRACTOR'S COMPLETION OF SERVICE OR OTHER PERFORMANCE HEREUNDER AND ANY TERMINATION OF THIS CONTRACT.

THIS INDEMNIFICATION, DEFENSE AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT CONTRACTOR MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE CONTRACTOR; PROVIDED HOWEVER, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL NOT APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, DEMAND, FINE OR PENALTY WHEREIN IT IS FINALLY DETERMINED THAT THE TROY CITY SCHOOL DISTRICT, ITS OFFICERS, AGENTS, SERVANTS OR EMPLOYEES WERE NEGLIGENT OR COMMITTED WILLFUL MISCONDUCT.

Signature \_\_\_\_\_ Date \_\_\_\_\_

Sworn to before me this \_\_\_ day of \_\_\_\_\_, 2019

\_\_\_\_\_  
(NOTARY PUBLIC)

**FINANCIAL INFORMATION COMPLIANCE**

1. Pursuant to Section 2.2.2. of the Troy City School District Transportation Request for Bid, dated March 1, 2019, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the District’s request.
- b. Information relative to any pending lawsuits, judgments and/or liens has been provided.  YES  NO  
If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: \_\_\_\_\_

- c. Information on any bankruptcy filings has been submitted.  YES  NO If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: \_\_\_\_\_

- d. Information on any denials of Performance Bonds has been submitted.  YES  NO If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: \_\_\_\_\_

- e. Bidder certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to section 8.14.1.  YES  NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: \_\_\_\_\_

2. Pursuant to Section 2.1.6 of the Troy City School District transportation bid, dated March 1, 2019, the following represents individuals or entities with 10% or more ownership of the entity submitting the bid and identified in the signature section below (attached additional sheets if more space is required):

| FULL NAME | ADDRESS | % OWNERSHIP |
|-----------|---------|-------------|
|           |         |             |
|           |         |             |
|           |         |             |
|           |         |             |
|           |         |             |
|           |         |             |
|           |         |             |
|           |         |             |

Signature: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Company: \_\_\_\_\_  
 Date: \_\_\_\_\_

**STUDENT TRANSPORTATION SERVICES  
FORM OF BID  
March 1, 2019**

TROY CITY SCHOOL DISTRICT  
475 FIRST STREET  
TROY, NY 12180

**CONTRACT #1  
SPECIAL NEEDS SCHOOL  
YEAR HOME-TO-SCHOOL**

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED \_\_\_\_\_ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
 ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
 ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE TROY CITY SCHOOL DISTRICT, AS SPECIFIED:

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on February 15, 2019. The Excel file is structured with two separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder’s signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)

2. If the Bidder is a corporation, is it incorporated in New York?

Yes       No

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

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|------|---------|----------------|-----------|
|      |         |                |           |

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(attach additional sheets, if necessary)

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

Very truly yours,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**STUDENT TRANSPORTATION SERVICES  
FORM OF BID  
March 1, 2019**

TROY CITY SCHOOL DISTRICT  
475 FIRST STREET  
TROY, NY 12180

|                                                                         |
|-------------------------------------------------------------------------|
| <b>CONTRACT #2<br/>Summer Special Needs<br/>Transportation Services</b> |
|-------------------------------------------------------------------------|

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF SCHOOLS, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED \_\_\_\_\_ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_  
ADDENDA NO: \_\_\_\_\_ DATED: \_\_\_\_\_

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS.

TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE TROY CITY SCHOOL DISTRICT, AS SPECIFIED:

1. Pricing – Each Bidder will be provided with a Flash Drive that contains an Excel file to facilitate the entry and submission of their Bid prices. The flash drive will be distributed at the pre-Bid meeting on February 15, 2019. The Excel file is structured with two separate tabs. The Bidder must return to the District the Excel file completed on the original flash drive, plus a printed copy with Bidder’s signature at the end of tab. (A sample of the pricing pages for the contracts is included at the end of these specifications.)
  
2. If the Bidder is a corporation, is it incorporated in New York?  

Yes       No

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

3. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

4. The Bidder has provided transportation services to the following school districts within the last three (3) years:

| Name | Address | Contact Person | Telephone |
|------|---------|----------------|-----------|
|      |         |                |           |



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(attach additional sheets, if necessary)

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

Very truly yours,

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company: \_\_\_\_\_

**(NON-COLLUSIVE BID CERTIFICATION)**

Firm Name: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone No. \_\_\_\_\_ Date of Bid: March 1, 2019

**I. GENERAL BID CERTIFICATION**

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

**II. NON-COLLUSIVE BID CERTIFICATION**

By submission of this bid, the Bidder certifies that:

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

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

Any Bid shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature \_\_\_\_\_

Title \_\_\_\_\_

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

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

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Corporation:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_, before me personally appeared \_\_\_\_\_ to me known, who, being by me sworn, did say that he resides at (give address) \_\_\_\_\_; that he is the (give title) \_\_\_\_\_ of the (name of corporation) \_\_\_\_\_, the corporation described in and which executed the above instrument; that he knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

If Partnership:

STATE OF \_\_\_\_\_ }
COUNTY OF \_\_\_\_\_ } SS.:

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

Notary Public, State of \_\_\_\_\_
Qualified in \_\_\_\_\_
Commission Expires: \_\_\_\_\_

*SAMPLE PRICING PAGES – Home-To-School – Contract #1*

**TROY CITY SCHOOL DISTRICT**

Bid to provide special needs student transportation services pursuant to the specifications with a Bid submission date of March 1, 2019.

Bidder Name:

| <b>HOME-TO-SCHOOL SPECIAL NEEDS - CONTRACT #1</b>                                         |                  |                  |                  |                  |                  |
|-------------------------------------------------------------------------------------------|------------------|------------------|------------------|------------------|------------------|
| <b>Rate per Day per Vehicle for Dedicated Vehicle</b>                                     |                  |                  |                  |                  |                  |
|                                                                                           | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> | <b>2022-2023</b> | <b>2023-2024</b> |
| <b>20 Passenger Bus</b>                                                                   |                  |                  |                  |                  |                  |
| 2 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 3 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 4 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 5 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 6 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| Excess Rate per Hour                                                                      |                  |                  |                  |                  |                  |
| <b>20 Passenger Bus - W/C</b>                                                             |                  |                  |                  |                  |                  |
| 2 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 3 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 4 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 5 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 6 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| Excess Rate per Hour                                                                      |                  |                  |                  |                  |                  |
| <b>5-7 Passenger Van</b>                                                                  |                  |                  |                  |                  |                  |
| 2 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 3 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 4 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 5 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| 6 Hours per Day                                                                           |                  |                  |                  |                  |                  |
| Excess Rate per Hour                                                                      |                  |                  |                  |                  |                  |
| <b>Bus Monitor</b>                                                                        |                  |                  |                  |                  |                  |
| Rate per Hour for Monitor                                                                 |                  |                  |                  |                  |                  |
| <b>PERFORMANCE BOND</b>                                                                   |                  |                  |                  |                  |                  |
| Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.   |                  |                  |                  |                  |                  |
| Charge can be either a fixed amount per year, or a percentage (%) of the annual contract. |                  |                  |                  |                  |                  |
|                                                                                           | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> | <b>2022-2023</b> | <b>2023-2024</b> |
| Annual fixed charge                                                                       |                  |                  |                  |                  |                  |
| % of Annual Contract                                                                      |                  |                  |                  |                  |                  |
| <b>GPS SERVICES</b>                                                                       |                  |                  |                  |                  |                  |
| Annual charge per vehicle for GPS services consistent with Alternate 8.17.2.              |                  |                  |                  |                  |                  |
|                                                                                           | <b>2019-2020</b> | <b>2020-2021</b> | <b>2021-2022</b> | <b>2022-2023</b> | <b>2023-2024</b> |

Annual Charge per vehicle

|  |  |  |  |  |  |
|--|--|--|--|--|--|
|  |  |  |  |  |  |
|--|--|--|--|--|--|

**Submitted by:**

Company:

Name:

Title:

Signature:

Date:

*SAMPLE PRICING PAGES – Summer Transportation – Contract #2*

**TROY CITY SCHOOL DISTRICT**

Bid to provide special needs student transportation services pursuant to the specifications with a Bid submission date of March 1, 2019.

Bidder Name:

|   |
|---|
| 0 |
|---|

| <b>HOME-TO-SCHOOL SPECIAL NEEDS SUMMER - CONTRACT #2</b>                                  |      |      |      |      |      |
|-------------------------------------------------------------------------------------------|------|------|------|------|------|
| <b>Rate per Day per Vehicle for Dedicated Vehicle</b>                                     |      |      |      |      |      |
|                                                                                           | 2019 | 2020 | 2021 | 2022 | 2023 |
| <b>20 Passenger Bus</b>                                                                   |      |      |      |      |      |
| 2 Hours per Day                                                                           |      |      |      |      |      |
| 3 Hours per Day                                                                           |      |      |      |      |      |
| 4 Hours per Day                                                                           |      |      |      |      |      |
| 5 Hours per Day                                                                           |      |      |      |      |      |
| 6 Hours per Day                                                                           |      |      |      |      |      |
| Excess Rate per Hour                                                                      |      |      |      |      |      |
| <b>20 Passenger Bus - W/C</b>                                                             |      |      |      |      |      |
| 2 Hours per Day                                                                           |      |      |      |      |      |
| 3 Hours per Day                                                                           |      |      |      |      |      |
| 4 Hours per Day                                                                           |      |      |      |      |      |
| 5 Hours per Day                                                                           |      |      |      |      |      |
| 6 Hours per Day                                                                           |      |      |      |      |      |
| Excess Rate per Hour                                                                      |      |      |      |      |      |
| <b>5-7 Passenger Van</b>                                                                  |      |      |      |      |      |
| 2 Hours per Day                                                                           |      |      |      |      |      |
| 3 Hours per Day                                                                           |      |      |      |      |      |
| 4 Hours per Day                                                                           |      |      |      |      |      |
| 5 Hours per Day                                                                           |      |      |      |      |      |
| 6 Hours per Day                                                                           |      |      |      |      |      |
| Excess Rate per Hour                                                                      |      |      |      |      |      |
| <b>Bus Monitor</b>                                                                        |      |      |      |      |      |
| Rate per Hour for Monitor                                                                 |      |      |      |      |      |
| <b>PERFORMANCE BOND</b>                                                                   |      |      |      |      |      |
| Annual charge for the provision of a Performance Bond consistent with Alternate 8.17.1.   |      |      |      |      |      |
| Charge can be either a fixed amount per year, or a percentage (%) of the annual contract. |      |      |      |      |      |
|                                                                                           | 2019 | 2020 | 2021 | 2022 | 2023 |
| Annual fixed charge                                                                       |      |      |      |      |      |
| % of Annual Contract                                                                      |      |      |      |      |      |

**Submitted by:**

Company:

Name:

Title:

|  |
|--|
|  |
|  |
|  |

Signature:

Date:





Troy City School District  
475 First Street  
Troy, NY 12180

**CONTRACT:** School Year Special Needs Transportation and Summer Special Needs Transportation  
**BID DATE:** March 1, 2019

**NON-BIDDER'S RESPONSE**

The Troy City School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the address above.

- Unable to propose at this time.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of facility to meet requirements.
- Unable to meet specifications. Provide detail: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- Insufficient time allowed for preparation and submission of Bid.
- Other reasons: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

You may remove our name from the bid/Bid list for:

- All bids/Bids
- This particular service
- Remainder of this year
- Other: \_\_\_\_\_

\_\_\_\_\_  
Officer of Company (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Telephone

\_\_\_\_\_  
Address

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Address

\_\_\_\_\_  
Email address