

MINISINK VALLEY CENTRAL SCHOOL DISTRICT
SPECIFICATIONS AND BID FORM
FOR
SUPPLEMENTARY STUDENT TRANSPORTATION

Bids to be opened:

AT: 10:00 a.m.
DATE: August 8, 2024
PLACE: Business Office
Minisink Valley Central School District
2320 US Route 6
Slate Hill, New York 10973

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:

Corporate Seal

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

Signature of same individual stipulated directly above:

Date: _____

MINISINK VALLEY CENTRAL SCHOOL DISTRICT
2320 US Route 6, Box 217
Slate Hill, New York 10973

NOTICE TO BIDDERS

The Board of Education of the Minisink Valley Central School District, Slate Hill, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing **supplementary student transportation services** in the Minisink Valley Central School District for the period of time from September 1, 2024 through June 30, 2025.

The Minisink Valley Central School District may elect to renew this Contract, upon mutual agreement, for the 2025-2026 school year 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.

Bid Specifications, Conditions, and forms for Bid submissions are available on the School District's website at <http://www.minisink.com>. Bid documents can also be obtained at the Minisink Valley Central School District Business Office located at 2320 US Route 6, Slate Hill, New York. To pick-up in person, come between the hours of 9:00 a.m. to 3:00 p.m., Monday through Friday. To have them emailed, please contact Meghan Buffamante at muffamante@minisink.com or Patrick Witherow at pwitherow@minisink.com , or call the Minisink Valley Central School District Business Office at (845) 355-5128.

Bids will be received until 10:00 a.m. on Thursday, August 8, 2024, by Mr. Patrick Witherow, Assistant Superintendent for Business at the Minisink Valley Central School District Business Office located at 2320 US Route 6, Slate Hill, 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.

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 Minisink Valley Central School District Business Office that the Bid has been withdrawn.

Three separate and independent Bids shall be submitted for operating programs, one for **Special Education Out of District daily Home-to-School** transportation supplementary service; one for the provision of **Field and Sports Trips** supplemental services; and one for the provision of **McKinney-Vento Displaced Student(s) daily Home-to-School** transportation supplementary service. The Minisink Valley Central School District may elect to award one or all of the contracts, and may award multiple contracts for any one service area with individual runs awarded to multiple vendors, but it reserves the right to reject any or all Bids.

Dawn Molnar
District Clerk
Minisink Valley Central 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", the Form- of-Bid, and the Pricing Sheet(s) 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 a "No Bid" designation.
3. Return these documents (without removing any sheets), along with all other required materials as detailed in these documents. All materials submitted to the Minisink Valley Central School District pursuant to this Bid become the property of the School District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. **One (1) original and one (1) copy of each Bid, including any collateral materials, must be submitted to the Minisink Valley Central School District.** No other distribution of the Bid shall be made by the Bidder.
4. Bids must be presented in a sealed opaque envelope or box(es), addressed as follows:

**Board of Education
Minisink Valley Central School District
2320 US Route 6, Box 217
Slate Hill, New York 10973
Att.: Patrick Witherow, Assistant Superintendent for Business

Supplementary Transportation Bid – August 8, 2024 - 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 Minisink Valley Central School District Business Office that the Bid has been withdrawn.
6. If the Minisink Valley Central School District is officially closed on the scheduled day of the **Bid opening due to weather, or other emergency conditions, the opening of the Bids will be held on the next day that the Minisink Valley Central School District is officially open at the same time and place.**
7. Bids will be received until 10:00 a.m., on August 8, 2024 at the Minisink Valley Central School District Business Office located at 2320 US Route 6, Slate Hill, New York, 10973 at which time all Bids will be publicly opened.
8. Bidders are encouraged to check thoroughly 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 and that the Bid is received at the designated location by the date and time indicated. The Minisink Valley

Central School District may reject any late submissions, and the Minisink Valley Central School District is not responsible for notifying the Bidder of any missing elements of the Bid.

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. Most recent State fiscal year (April 1, 2023 to March 31, 2024) copy of the Bidder's **Department of Transportation Bus Inspection System Operator Profile** for the terminal at which major maintenance functions will be performed for these Contracts.
2. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.
3. Letter from a New York State licensed insurance agent or an insurance carrier guaranteeing appropriate coverage
4. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the high-quality service will be provided to the Minisink Valley Central School District.
5. Hold Harmless Agreement
6. Financial Information Compliance Form signed
7. Form-of-Bid Information completed:
8. Pricing Sheets for Bid submission completed
 - 8.1 Special Education Out of District Daily Home-to-School
 - 8.2 Field and Sports Trips
 - 8.3 McKinney-Vento Displaced Student(s) Daily Home-to-School
(2 bid sheets -Hourly Pricing & Designated Routes)
9. Non-Collusive Bid Certification signed
10. Acknowledgement by Bidder signed
11. All pages of Bid documents included and initialed
12. All Bid submissions properly signed where indicated
13. One (1) original and one (1) copy of each Bid submission and related materials

MINISINK VALLEY CENTRAL SCHOOL DISTRICT
2320 US Route 6, Box 217
Slate Hill, New York 10973

**CONTRACT: SPECIAL EDUCATION OUT OF DISTRICT HOME-TO-SCHOOL,
FIELD AND SPORTS TRIPS, and McKINNEY-VENTO DISPLACED STUDENT(S)
HOME-TO-SCHOOL**

BID DATE: August 8, 2024

NON-BIDDERS RESPONSE

The Minisink Valley Central 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 above address by fax to (845) 355-5123. Failure to do this may result in your firm being removed from advance notice lists of potential Bids/Requests for Proposals compiled by the Minisink Valley Central School District.

- Unable to submit a Bid at this time, but would like to receive information about future Bids/Requests for Proposals.
- Contract too small/large for our firm (circle one).
- Lack of fleet to meet requirements.
- Lack of terminal to meet requirements.
- We are 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 submission list for:

- All Bids/Requests for Proposals Remainder of this year
- This particular service Other: _____

Officer of Company (Signature)

Title

Company Name

Street Address

Post Office, State, ZIP

Date

Telephone Number

Fax Number

E-Mail Address

TABLE OF CONTENTS

	BID OPENING INFORMATION	0
	NOTICE TO BIDDERS	1
	INSTRUCTIONS TO BIDDERS	2
	BIDDER'S CHECKLIST	4
	NON-BIDDER'S RESPONSE PAGE	5
1.	GENERAL CONDITIONS	11
	Definitions	11
2.	BIDS	13
	2.1 Bid Procedures and Requirements	13
	2.1.1 Notice of Date and Time of Bid	13
	2.1.2 Submission Requirements	13
	2.1.3 Form of Bid Amounts	13
	2.1.4 Alternates or Options	13
	2.1.5 Stipulations; Restrictions in Bids	13
	2.1.6 Business Structure and Ownership Information	13
	2.1.7 Bid evaluation; Request for additional information	14
	2.1.8 Information Required For Bid	14
	2.1.9 Changes or Deviations Not Allowed	14
	2.1.10 Legibility; Original Signatures	14
	2.1.11 Tax Exemptions	14
	2.1.12 Timelines of Bids; Board Rights	14
	2.1.13 Bidder Representation	15
	2.1.14 Bid Submission - Envelopes and Labeling	15
	2.1.15 Freedom of Information Law	15
	2.2 Bidders Certification, Representations, & Qualifications	15
	2.2.1 Independent Bid and Non-Collusion Representation	15
	2.2.2 Qualifications of Bidders	16
	2.3 Interpretation of Bid Documents	19

3.	AWARD	20
3.1	Award Period	20
3.2	Out of District Special Education Home-to-School Transportation Program	20
3.2.1	Vehicle Usage and Fuel to be Provided	21
3.2.2	Pricing Basis	21
3.2.3	Operational Differences	22
3.2.4	Attendants/Monitors	22
3.2.5	Contract Extension	23
3.2.6	Qualifications to Accepting Award	23
3.3	Field and Sports Trips Transportation Program	23
3.3.1	No Fuel	23
3.3.2	Contract Term	23
3.3.3	Pricing Basis	23
3.3.4	Types of Trips	23
3.3.5	Contract Extension	24
3.3.6	Operation of Trips	24
3.3.7	Qualifications to Accepting Award	25
3.4	McKinney-Vento Displaced Student(s) Home-to-School Transportation Program	25
3.4.1	Fuel to Be Provided	25
3.4.2	Contract Term	25
3.4.3	Pricing Basis	25
3.4.4	Attendants/Monitors	27
3.4.5	Contract Extension	27
3.4.6	Qualifications to Accepting Award	27
3.5	Identical Bids	27
3.6	Cash Discounts	27
4.	CONTRACT	28
4.1	Acceptance	28
4.2	Award Notice	28
4.3	Default	28
4.4	Assignment	28
4.5	Contract Documents	28
4.6	Completeness and Accuracy	28
4.7	Minisink Valley Central School District Rights to Provide Services	29
4.8	State Education Department Approval	29
4.9	Minisink Valley Central School District Actions	29

4.10	Error/Conflict Provision	29
5.	GUARANTEES BY THE SUCCESSFUL BIDDER	29
5.1	Extra Work	29
5.2	Inspection and Tests	30
5.3	Bidder Warrantees and Guarantees	30
	5.3.1 Solvency and Competency	30
	5.3.2 Mandatory Standards Act	30
	5.3.3 Fair Labor Standards Act	30
	5.3.4 “OSHA” and “Right to Know” Compliance	30
	5.3.5 Non Discrimination Practices	30
	5.3.6 Non Discrimination Advertising Statement	30
	5.3.7 Subcontractor Compliance	30
	5.3.8 Compliance with Federal Drug and Alcohol Testing	31
	5.3.9 General Compliance	31
	5.3.10 Knowledge and Understanding of Regulations	31
	5.3.11 §2-d Education Law Compliance	31
	5.3.12 Bidder as an Independent Contractor	32
6.	PAYMENTS	32
6.1	Monthly Billings	32
6.2	Final Payment	32
6.3	Adjustments	32
6.4	Payment Hold-Backs	32
6.5	Appropriation Requirements	32
6.6	Invoice and Record Keeping Requirements	33
7.	SAVINGS CLAUSE	33
	Bidder Responsibilities	33
8.	SPECIFICATIONS	33
8.1	Scope	33
8.2	Minisink Valley Central School District Representative	33
8.3	Bid Bond	33
8.4	Performance Bond	33
8.5	Insurance	34
	8.5.1 Certificate of Insurance	34
	8.5.2 Minimum Insurance Amounts	34
	8.5.3 Hired or non-owned vehicles	35
	8.5.4 Unrestricted additional insured	35
	8.5.5 Deductibles/self-insured retention	35
	8.5.6 Proof of Coverage	35

8.5.7	Hold harmless, defense and Indemnification	35
8.5.8	Cancellation Notification	36
8.6	Books and Records	36
8.7	Term	36
8.8	Contractor’s Responsibilities	36
8.8.1	Personnel Matters	36
8.8.2	Vehicles	41
8.8.3	Facilities	44
8.8.4	Fuel	44
8.8.5	Tolls, Parking Fees, and Meal Reimbursements	44
8.9	Safety Requirements	45
8.10	Route Scheduling	45
8.10.1	Responsibility for Developing Routes	45
8.10.2	Changes to Routes	45
8.10.3	Cooperation in Revision of Routes	45
8.10.4	Arrival and Dismissal Time Requirements	45
8.10.5	Provision of Services	45
8.10.6	Non-Public School Requirements	46
8.10.7	Data Updates to District	46
8.11	Operating Matters	46
8.11.1	Accidents	46
8.11.2	Bus Safety Drills	47
8.11.3	Driving Training and Additional Training	47
8.11.4	Driver Vehicle Inspection Reports	48
8.11.5	Emergency Closings	48
8.11.6	Epi-Pen Administration	48
8.11.7	Non Minisink Valley Central School District Students	48
8.11.8	Rights to Property	49
8.11.9	Minisink Valley Central School District Operating Policies	49
8.11.10	Minisink Valley Central School District Property	49
8.11.11	Student Discipline Matters	49
8.12	Compliance Requirements	50
8.12.1	Title IX Regulations	50

8.12.2	ADA and Rehabilitation Act of 1973	50
8.12.3	Section 103-A of the General Municipal Law, Grounds for Cancellation of Contract by Municipal Corporations and Fire Districts	50
8.12.4	Iran Sanctions, Accountability, and Divestment Act of 2010	51
8.13	Contract	51
8.14	Non-Performance Damages	51
8.14.1	Vehicle Requirements	52
8.14.2	Operating Radios/Phones	52
8.14.3	Route Changes	52
8.14.4	Failure to Meet Requirements	52
8.14.5	Video and Sound Recording Equipment	52
8.14.6	No Failure to Enforce Provisions of Bid Specifications	52
<input type="checkbox"/>	Appendix A - Program Descriptions	53
<input type="checkbox"/>	Hold Harmless Agreement	54
<input type="checkbox"/>	Financial Information Compliance	55
<input type="checkbox"/>	Form-of-Bid Information	56
<input type="checkbox"/>	Pricing Page – 1 (Special Education Out of District Home-to-School Transportation)	58
<input type="checkbox"/>	Pricing Page – 2 (Field and Sports Trips Transportation)	59
<input type="checkbox"/>	Pricing Page – 3 (McKinney-Vento Displaced Student(s) Home-to-School Transportation)	60
<input type="checkbox"/>	Non-Collusive Bid Certification	62
<input type="checkbox"/>	Acknowledgement by Bidder	63

1. GENERAL CONDITIONS

All invitations to submit Bids issued by the Minisink Valley Central 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 each purchase Contract awarded by the Minisink Valley Central School District.

DEFINITIONS

- “Addendum” - a written instruments issued by the Minisink Valley Central School District, or its agent, prior to the execution of the Contract which modifies or interprets the Bid documents by additions, deletions, clarifications, or corrections
- "Bid" - an offer to furnish materials, services, supplies, and/or equipment in accordance with invitation to Bid, the general conditions, and the specifications.
- "Bidder" or "Contractor" - any individual, company, or corporation submitting a Bid, and is qualified consistent with the "Bidder Qualifications" section of this document.
- "Board" - the Board of Education of the Minisink Valley Central School District.
- "Contract" - an agreement duly executed by the Minisink Valley Central School District and the Bidder which calls for the transportation of pupils of the Minisink Valley Central 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 Minisink Valley Central School District.
- "District" or “School District”- shall mean the legal designation of Minisink Valley Central School District.
- “Evaluation Criteria” - the means by which the Minisink Valley Central School District will evaluate the Bids submitted.
- “He” or “She” - When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.

- "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.

- "Specification" - description of services to be performed by Bidder and Minisink Valley Central 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 Minisink Valley Central 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. If the Minisink Valley Central School District is officially closed on the date scheduled for Bid opening, the required submission time, and Bid opening, will be held at 10:00 a.m. on the next day that the Minisink Valley Central School District is officially in session.
- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The Bid sheets are not to be removed from the document. One (1) original and one (1) copy of each Bid, including any collateral materials, must be submitted to the Minisink Valley Central School District. No other distribution of the Bid shall be made by the Bidder. 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 shall be expressed in figures. The Minisink Valley Central School District reserves the right to interpret figures where clarity of submission requires said 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 Contract documents or of a conflict between the provision of a Contract document and provisions of a State Law or Regulation, the Bidder is required to draw such matter to the attention of the Assistant Superintendent for Business or his/her designee before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Minisink Valley Central School District or their designee.

- 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 original handwritten in blue ink with the full name of the person executing same provided typewritten or printed legibly. 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 in the space provided. A Bid submitted by an agent shall have a current Power of Attorney attached certifying

the agent's authority to bind the Bidder.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided to the Minisink Valley Central School District for all those individuals whose ownership is equal to, or is greater than, five percent (5%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided.

- 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 Bid submission. Upon request of the Minisink Valley Central School District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided 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 on the printed pages. 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 typewritten or hand printed in ink for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be original written in ink. All signatures and initials must be made by authorized company personnel only. Facsimile, printed, electronic 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 Minisink Valley Central School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
- 2.1.12 Bid received after the date and 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 Minisink Valley Central School District. Whether sent by mail or by means of personal delivery, the Bidder solely 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(S), 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 MINISINK VALLEY CENTRAL 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.
- 2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Minisink Valley Central School District Clerk, Attn.: Patrick Witherow, Assistant Superintendent for Business at the Business Office. 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, electronic, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Minisink Valley Central 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 Bid 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 Minisink Valley Central School District assumes no liability for disclosure of information so identified, provided that the Minisink Valley Central 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.

The information supplied by the Bidder will be utilized by the Bid review committee, its consultant(s) and advisors, and authorized Minisink Valley Central 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.

2.2.1.3 The Bidder does not engage in investment activities in Iran and is not on the list created pursuant to Section 165-a(3)(b) of the State Finance Law.

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 Minisink Valley Central School District and the public generally. The Minisink Valley Central 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 Minisink Valley Central School District with all such information for this purpose as the Minisink Valley Central School District may request.

If, in the opinion of the Minisink Valley Central School District, the Bidder is not properly qualified or responsible to perform any obligations of the Contract upon which the Bid is submitted, the Minisink Valley Central School District reserves the right to reject the Bid.

The Minisink Valley Central School District will be the sole evaluator 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 Minisink Valley Central School 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 Minisink Valley Central School District may choose to reject any Bid where the Bidder's qualifications are such that the Minisink Valley Central School District determines that the Bidder may not be able to perform the transportation service in a safe and efficient manner.

The Minisink Valley Central School District shall be the sole interpreter of all information.

2.2.2.1 Department of Transportation (DOT) Bus Inspection Information: The Bidder shall submit the most recent State fiscal year (April 1, 2023 to March 31, 2024) copies from the New York State Department of Transportation of its **New York State Department of Transportation**

Bus Inspection System Operator Profile Summary for the terminal at which the DOT inspections will be made and at which major maintenance functions will be performed for these Contracts. The **Profile** shall 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/post-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 Minisink Valley Central School District will not accept as a responsible Bidder any Bidder whose average Profile passing rate for the average of the three most recent State fiscal years of April 1, 2021 to March 31, 2024 is 89.9% or less (Out-of-Service rate of 10.1% or higher).

2.2.2.2 Lawsuits: 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 Bankruptcy: 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 Minisink Valley Central School District reserves the right to reject any Bid submitted from any 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 Performance Bond: A Statement as required 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 specifications. The proof can be in the form of a certificate of insurance naming the Minisink Valley Central 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 level of coverage they will provide in the event the Bidder is awarded the Contract. The types and level of coverage must, of course, meet or exceed the required level in the Bid specifications.

2.2.2.6 References: For Bidders not currently providing transportation services to the Minisink Valley Central School District, at least three (3) references must be provided on the Bid submission form(s). On the Forms-of-Bid the references are to be from school districts, BOCES, agencies, and/or schools for whom the student transportation services were provided within the last three years.

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 high quality service required through these specifications.

2.2.2.8 Bid Information: On the Pricing Sheets 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 must 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 Information: As part of its determination of a responsible Bidder, the Minisink Valley Central School District reserves the right to request the following:

2.2.2.9.1 The Minisink Valley Central School 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. The statements must also 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 is to be provided within 72 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 Minisink Valley Central School District will be looking to see if the financial statements of the Bidder, its affiliated and/or related companies, have been audited by a Certified Public Accountant and what qualifications, if any, may exist of the audit.

2.2.2.9.2 Only the Minisink Valley Central School District's independent auditor or a comparable independent and qualified person will analyze this financial information, and a report will be presented to the Minisink Valley Central School District on the financial strength of the Bidder. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform these Contracts, the Minisink Valley Central School District have the right to reject the Bid. The Minisink Valley Central School District will make the sole determination of the financial capability of the Contractor to perform these Contracts.

2.2.2.10 Oral Presentation: As part of the evaluation of the Bid, the Minisink Valley Central School District reserves the right to require the Bidder to make an oral presentation relative to the details that compromise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Pricing Sheets.

The Minisink Valley Central School District is under no obligation to meet with any Bidder, and can, at the Minisink Valley Central 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 must be made in writing, addressed to Mr. Patrick W. Witherow, Assistant Superintendent for Business, Minisink Valley Central School District, 2320 US Route 6, Slate Hill, New York 10973, or by fax to (845) 355-5123, or by e-mail to pwitherow@minisink.com and must be

received no later than three (3) business days prior to the date fixed for the opening of Bids, namely, August 8, 2024.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Minisink Valley Central School District in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, electronic mail (e-mail) with receipt confirmation requested, or by fax with receipt requested, and shall 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.

3. AWARD

3.1 Award Period

The Minisink Valley Central School District will endeavor to make an award within thirty (30) days after the date of the Bid opening, and all Bids shall remain firm during that time period. The Minisink Valley Central School District further reserves the right to make awards following this initial thirty (30) day period to any Bidder who has not provided written notice to the Minisink Valley Central 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 Minisink Valley Central 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 Minisink Valley Central School District whose judgments will be final.

The Minisink Valley Central School District is requesting Bids for the 2024-2025 school year for Out of District Special Education Home-to-School, McKinney-Vento Displaced Students Home-to-School, as well as Field and Sports Trips transportation services. The Contract(s) may be renewed for the 2025-2026 school year based upon the then applicable State law and regulations, upon mutual consent of both parties.

Bidders will submit, on the Pricing Sheets, their prices for operating the requested transportation services for the Minisink Valley Central School District. The Minisink Valley Central School District reserves the right to reject any Bid that is not completed. The Contract(s) will be awarded based upon a review by the Minisink Valley Central School District of all elements of the Bid submitted, consistent with the Terms and Conditions of these documents. The Minisink Valley Central School District reserves the right to award one or more of the Contracts, or individual runs to multiple vendors, consistent with these Bid documents.

3.2 Out of District Special Education Home-to-School Transportation Program

- 3.2.1 For Out of District Special Education Home-to-School transportation 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 Minisink Valley Central School District. The daily usage shall be determined based upon the scheduled route length as determined by the Minisink Valley Central School District where the bus is in direct service to the Minisink Valley Central 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 routes. The daily usage time does not include deadhead time for the bus to travel to or from the Contractor's terminal. During the term of the Contract, the Minisink Valley Central 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 Pricing Sheets. The determination as to length of day for billing purposes shall be made by the Minisink Valley Central School District based upon a computerized or actual live route time evaluation.

The Minisink Valley Central School District **will not** provide fuel. The contractor's bid price should be inclusive of all costs associated with providing the requirements of this contract.

- 3.2.2 For Home-to-School routes, the Minisink Valley Central School District is establishing a base payment of two (2) daily live hours which will include any combination of morning, mid-day, and afternoon routes. Any runs which comprise only morning or afternoon transportation would be paid at the 1 hour rate as a minimum payment.

Vehicles can also be used for any combination of Special Education Out of District Home-to-School and McKinney-Vento Displaced Student(s) Home-to-School District routes to comprise the number of daily live hours.

All route times shall be determined by the Minisink Valley Central School District. The total time for the day shall determine the pricing level for that bus or van (e.g., one [1] hours, two [2] hours, three [3] hours, four [4] hours, five [5] hours, six [6] hours) based upon the rates submitted). After the first two (2) live hours, route times that exceed the number of hours shown will be rounded to the nearest half hour (ex., four hours and ten minutes would be paid for 4.00 hours while 4 hours and 25 minutes would be rounded to 4.50 hours). Half hours rates will be the average between the lower hourly rates from the next highest hourly rate. For example, to calculate the rate for 4.50 hours, the average of the difference between the four (4) hour rate and the five (5) hour rate would be used. If the four (4) hour rate is \$300, and the five (5) hour rate is \$340, the difference is \$40 with the average of the difference being \$20 which would make the rate for a 4.50-hour bus to be \$320. Times in excess of the six (6) hours per day rate will be based upon the Excess Hourly Rate charge as described herein.

The same half hour payment intervals shall be used for vehicles used between two (2) and three (3) live hours as well as between three (3) and four (4) live hours.

The Minisink Valley Central School District is also requesting an Excess Live Hourly Rate for the extension of routes that are more than six (6) live hours. The Excess Live Hourly Rate will be paid in 15-minute segments rounded to the nearest quarter hour. In other words, if a route is added 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 Live Hourly rate. If one of the existing six (6) hour routes is extended by 40 minutes, it will be paid at three-quarters of the Excess Live Hourly Rate.

A live morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. A similar pattern will exist for afternoon routes (live route time begins at the first school arrival as determined by the Minisink Valley Central School District to the last student drop-off point on the last route in the afternoon schedule). All live route times shall be determined by the Minisink Valley Central School District. The total live time for the day shall determine the pricing level for that vehicle.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Minisink Valley Central School 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 Minisink Valley Central School District prior to performing the service, the Minisink Valley Central School District reserves the right to determine the most appropriate method of reimbursing the Contractor.

- 3.2.3 There will be instances when buses to special education locations are required to operate on days when the Minisink Valley Central School District schools are closed. Ordinarily, these would be scheduled calendar days for the non-School District special education locations. In those cases, the Contractor will be required to provide the necessary vehicles and the billing to the School District shall be adjusted to reflect the actual bus usage.
- 3.2.4 For certain routes the Minisink Valley Central School District is requesting a rate per live hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Minisink Valley Central School District. The attendants/monitors will be paid for the live time of the operation of the route, as determined by the live route times calculated by the Minisink Valley Central School District where the bus attendant/monitor services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the Minisink Valley Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

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

Where payment is made on a per pupil basis, the Minisink Valley Central School District assigned person will not be considered a passenger for billing purposes.

- 3.2.5 After the Contract period, the Contract may be extended, upon mutual agreement, for the 2025-2026 school year at a rate to be determined by the Minisink Valley Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.
- 3.2.6 Bidders should note that they are requested to signify on Pricing Sheet-1 their interest in accepting an award for the provision of the Out of District Special Education Home-to-School transportation program only (if they are not awarded the Field and Sports Trips and/or the McKinney-Vento Displaced students Home-to-School Transportation Contract(s)).

3.3 Field and Sports Trip Transportation

- 3.3.1 The Minisink Valley Central School District **will not** provide fuel for Field and Sports Trips. The contractor's bid price should include all expenses associated with providing the bid transportation services.
- 3.3.2 The Contract for the Field and Sports Trips Program will be awarded for the time period from September 1, 2024 through June 30, 2025.
- 3.3.3 Bidder will submit, on Pricing Sheet-2, its price for operating the Field and Sports Trips Program. Time is for round trip time from the point of departure in the Minisink Valley Central School District to the point of drop-off in the Minisink Valley Central School District. It does not include deadhead time from/to the Contractor's terminal.

For Field and Sports Trips, the Minisink Valley Central School District reserves the right to require a trip verification form which will be supplied by the School District. Upon completion of the trip, the form is to be jointly signed by the Contractor's driver and the School District's staff person on the trip in order to verify the driver hours.

- 3.3.4 The frequency and type of Field and Sports Trips typically varies each year depending on a number of factors, including but not limited to, voter approval of funding, budget considerations, athletic schedules, and program needs. Some or all services envisioned under these Contracts may be funded by contributions or non-Minisink Valley Central School District fees. Therefore, the Minisink Valley Central School District cannot, and does not make any representations on the annual frequency of trips.

The Bidder is required to provide a price per hour by vehicle size/type, as shown on

Pricing Sheet-2. After the first driving hour, the driver rate per hour will be billed in 15-minute intervals rounded to the nearest quarter hour.

The Minisink Valley Central School District is requesting a specific rate for trips that are differentiated by time of day (between the scheduled typical AM and PM routes) as well as after school hours, weekends, and holiday or school vacation periods. A separate rate is requested for trips that encompass typical AM and PM route times.

The Minisink Valley Central School District may be requesting some "drop and pick" Field and Sports Trips. These are to be operated only at the specific request or prior authorization of the Minisink Valley Central School District. Should a "drop and pick" Field or Sports Trip be requested or authorized, time shall be based upon the scheduled time for departure in the Minisink Valley Central School Districts and the time to return to the point of departure in the Minisink Valley Central School District for the trip. For the "pick-up" portion of the trip, the time shall also be from the point of departure in the Minisink Valley Central School District to the pick-up point and back to the student delivery point in the Minisink Valley Central School District. For "drop and pick" trips, the time paid shall be the total time for both sections of the trip, if applicable, with a minimum of one hour.

For certain Field and Sports Trips the Minisink Valley Central School District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Minisink Valley Central School District. The attendants/monitors will be paid for the same time as that which is paid for the Field and Sports Trip when the bus attendant/monitor services are required. After the first hour, 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 Minisink Valley Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

However, the Minisink Valley Central School District reserves the right to assign its own bus or van attendants/monitors, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the Minisink Valley Central School District in facilitating the placement of these Minisink Valley Central School District assigned people on the Contractor's buses. Where payment is made on a per pupil basis, the Minisink Valley Central School District assigned person will not be considered a passenger for billing purposes.

- 3.3.5 After the Contract period, the Contract may be extended for the 2025-2026 school year at a rate to be determined by the Minisink Valley Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.
- 3.3.6 In the event that a Field and/or Sports Trip is not cancelled by the Minisink Valley Central School District within two hours of the scheduled time for the bus to be at the pick-up location for the trip, and the Contractor can demonstrate to the

satisfaction of the Minisink Valley Central School District that it incurred labor costs due to the late cancellation, then the Minisink Valley Central School District shall pay the Contractor a cancellation fee equal to the one hour rate of driving time.

In the event that transportation scheduled for Field and/or Sports Trips does not arrive at Minisink Valley Central School District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the Minisink Valley Central School District the missed/late trip damages found in Section 8.16.9 of these specifications plus any expenses the students and the School District incurred due to the non-arrival or lateness (e.g., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

The Contractor is responsible and accountable for ensuring that its drivers are knowledgeable of the Minisink Valley Central School District trip location and the most efficient way of traveling to/from that location from/to the trip pick-up point.

- 3.3.7 Bidders should note that they are requested to signify on "Pricing Sheet-2" their interest in accepting an award for the provision of Field and Sports Trips only (if they are not awarded the Out of District Special Education Home-to-School and/or the McKinney-Vento Home-to-School Transportation Contract(s).

3.4 McKinney-Vento Displaced Student(s) Home-to-School Transportation Program

- 3.4.1 The Minisink Valley Central School District **will not** provide fuel for McKinney-Vento displaced student(s) home-to-school transportation. The contractor's bid price should include all expenses associated with providing the bid transportation services.
- 3.4.2 The Contract for the McKinney-Vento Displaced Student(s) Home-to-School Transportation services will be awarded for a period from September 1, 2024 through June 30, 2025.
- 3.4.3 For the McKinney-Vento Displaced Student(s) Home-to-School Transportation Program the School District will pay a minimum of two (2) daily live hours for any combination of morning, mid-day, and afternoon routes. Any runs which comprise only morning or afternoon transportation would be paid at the 1 hour rate as a minimum payment.

Vehicles can also be used for any combination of Special Education Out of District Home-to-School and McKinney-Vento Displaced Student(s) Home-to-School District routes to comprise the number of daily live hours.

All route times shall be determined by the Minisink Valley Central School District. The total time for the day shall determine the pricing level for that bus or van (e.g., one [1] hours, two [2] hours, three [3] hours, four [4] hours,

five [5] hours, six [6] hours) based upon the rates submitted). After the first two (2) live hours, route times that exceed the number of hours shown will be rounded to the nearest half hour (ex., four hours and ten minutes would be paid for 4.00 hours while 4 hours and 25 minutes would be rounded to 4.50 hours). Half hours rates will be the average between the lower hourly rates from the next highest hourly rate. For example, to calculate the rate for 4.50 hours, the average of the difference between the four (4) hour rate and the five (5) hour rate would be used. If the four (4) hour rate is \$300, and the five (5) hour rate is \$340, the difference is \$40 with the average of the difference being \$20 which would make the rate for a 4.50-hour bus to be \$320. Times in excess of the six (6) hours per day rate will be based upon the Excess Hourly Rate charge as described herein.

The same half hour payment intervals shall be used for vehicles used between two (2) and three (3) live hours as well as between three (3) and four (4) live hours.

The Minisink Valley Central School District is also requesting an Excess Live Hourly Rate for the extension of routes that are more than six (6) live hours. The Excess Live Hourly Rate will be paid in 15-minute segments rounded to the nearest quarter hour. In other words, if a route is added 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 Live Hourly rate. If one of the existing six (6) hour routes is extended by 40 minutes, it will be paid at three-quarters of the Excess Live Hourly Rate.

A live morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. A similar pattern will exist for afternoon routes (live route time begins at the first school arrival as determined by the Minisink Valley Central School District to the last student drop-off point on the last route in the afternoon schedule). All live route times shall be determined by the Minisink Valley Central School District. The total live time for the day shall determine the pricing level for that vehicle.

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Minisink Valley Central School 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 Minisink Valley Central School District prior to performing the service, the Minisink Valley Central School District reserves the right to determine the most appropriate method of reimbursing the Contractor.

Bidders will submit, on the "Pricing Sheet-3", their price for operating the McKinney-Vento Displaced Student(s) Home-to-school Transportation Program. The pricing methods, length of day, determination of route times, and billing options for the McKinney-Vento Displaced Student(s) Home-to-school Transportation Program will be consistent with the methodologies as detailed in the Out of District Special Education Home-to-School section of this specification.

Please note there are two parts to this bid pricing sheet. We are asking for general hourly rates based on time of live miles service, along with bid pricing for specific designated routes as detailed on Pricing Sheet 3.

The rates quoted for McKinney-Vento Displaced Student(s) Home-to-school transportation shall not exceed the rates quoted for Out of District Special Education Home-to-School transportation. Any Bid where the quoted rates exceed the Out of District Special Education Home-to-School rates will be deemed non-responsive and will not be considered by the Minisink Valley Central School District.

- 3.4.4 For certain routes the Minisink Valley Central School District is requesting a rate per live hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Minisink Valley Central School District. The attendants/monitors will be paid for the live time of the operation of the route, as determined by the live route times calculated by the Minisink Valley Central School District where the bus attendant/monitor services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the Minisink Valley Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

However, the Minisink Valley Central School District reserves the right to assign its own bus or van attendants/monitors, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the Minisink Valley Central School District in facilitating the placement of these Minisink Valley Central School District assigned people on the Contractor's buses. Where payment is made on a per pupil basis, the Minisink Valley Central School District assigned person will not be considered a passenger for billing purposes.

- 3.4.5 After the 2024-2025 school year Contract period, the Contract(s) may be extended, upon mutual consent, for the 2025-2026 school year at a rate to be determined by the Minisink Valley Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.
- 3.4.6 Bidder should note they are requested to signify on "Pricing Sheet-3", their interest in accepting an award for the provision of the "McKinney-Vento Displaced Student(s) Transportation" services only (if they are not awarded the Out of District Special Education home-to-school and/or the field and sports trips transportation Contract).

3.5 If two or more Bidders receive the same number of evaluative points, the decision of the Board of Education as to which Bidder they shall award the Contract shall be final.

3.6 No cash discount may be offered or quoted by any Bidder.

4. CONTRACT

- 4.1 Each Bid will be received with the understanding that its acceptance, in writing, by the Minisink Valley Central 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 Minisink Valley Central School District. The Contract shall bind the successful Bidder to furnish the labor and material required at the prices and in accordance with the conditions of 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 Minisink Valley Central 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 Minisink Valley Central School District. If within (10) days after written notification by the Minisink Valley Central School District, the successful Bidder has not taken such measures, as will, in the sole and reasonable opinion of the Minisink Valley Central School District, insure the satisfactory progress and performance of the service, then the Minisink Valley Central 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 Minisink Valley Central 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 Minisink Valley Central 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.
 - 4.3.2 Terminate the Contract.
- 4.4 It is mutually understood and agreed that the successful Bidder 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 Minisink Valley Central School District.
- 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 Minisink Valley Central School District from using its own vehicles, drivers, or services provided by/through other School Districts, BOCES, agencies, or in any way limits the Minisink Valley Central School District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval of the State Education Department (Department) after Department's review of the Contract for technical conformance with its requirements. No Contract hereunder will become final and binding upon the parties unless and until the Department's approval is received by the Minisink Valley Central School District.
- 4.9 No action or failure to act on the part of the Minisink Valley Central School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Minisink Valley Central School District is entitled, nor shall such action or failure to act on the part of the Minisink Valley Central 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 School District's Superintendent or designee before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the School District's Superintendent or designee as submitted.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

- 5.1 The Minisink Valley Central 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 Minisink Valley Central School District shall not be liable for any extra transportation services or increased compensation unless authorized in advance by the Minisink Valley Central School District's written order.

The Bidders should note that information about the current routes is available for the Bidder's review, and a good faith estimate of required services for the September 1, 2024- June 30, 2025 school year will be provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Minisink Valley Central School District employee Contract 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 Minisink Valley Central School District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the Minisink Valley Central School District.

The Minisink Valley Central 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 Workers' Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the Minisink Valley Central 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 Fair Labor Standards Act and State laws regarding 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 Minisink Valley Central 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 Minisink Valley Central School District premises, and all other applicable 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, disability, sexual orientation, marital status, veteran status, or any other applicable discriminatory classification in state or federal 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.

5.3.6 The Bidder will state, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, marital status, veteran status, or other applicable discriminatory classifications.

5.3.7 The Bidder will cause the provisions detailed in sections 5.3.5 and 5.3.6 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 of safety-sensitive employees and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Minisink Valley Central School District.
- 5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations.
- 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 The successful Bidder will comply with the data privacy and security provisions of the Common Core Reform Implementation Act of the State of New York (codified as §2-d of the New York Education Law) and the regulations promulgated thereunder by the Commissioner of Education, which obligate the successful Bidder as follows:
 - 5.3.11.1 The successful Bidder agrees to limit internal access to personally identifiable information, as applied to student data, to those individuals that are determined to have legitimate educational interests.
 - 5.3.11.2 The successful Bidder agrees not to use personally identifiable information, as applied to student data, for any other purpose than those explicitly authorized in this Contract.
 - 5.3.11.3 Except for authorized representatives of the successful Bidder, to the extent they are carrying out the Contract, the successful Bidder agrees not to disclose any personally identifiable information, as applied to student data or teacher or principal data, to any other party (a) without the prior written consent of the parent or eligible student; or (b) unless required by statute or court order, and the party provides notice to the School District that the information was disclosed unless such disclosure is expressly prohibited by statute or court order.
 - 5.3.11.4 The successful Bidder agrees to maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data within its custody.
 - 5.3.11.5 The successful Bidder shall notify the School District of any breach of security resulting in an unauthorized release of such data in violation of the law or this agreement in the most expedient way possible and without unreasonable delay.
 - 5.3.11.6 The successful Bidder agrees to comply with additional rules and regulations with respect to the confidentiality of personally identifiable

information as applied to student data to the extent promulgated by the commissioner of Education of the New York State Education Department or as specified under Section 2-4 of the New York Education Law.

5.3.11.7 The successful Bidder agrees that any officers and employees of the successful Bidder and its assignees, who have access to such data have been or will be trained on the confidentiality provisions related to such data under federal and state law prior to receiving access.

5.3.11.8 The successful Bidder shall execute a copy of the Parents Bill of Rights for data privacy and security in the format as set forth in Appendix C prior to receiving access to personally identifiable information, as applied to student data.

5.3.12 That in the performance of this Contract, the Bidder is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, and all others engaged by the Contractor for the performance of this Contract shall be considered employees of the Contractor and not of the School District, unless otherwise specifically designated by the School District. In certain instances, the School District may employ nurses or attendants/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 Monthly Billings:

6.1.1 Monthly invoices in a format approved by the Minisink Valley Central School District are due no later than the 15th of the month following the month of service.

6.2 The acceptance by the Contractor of the final payment shall release the Minisink Valley Central 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 Minisink Valley Central School District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.

6.3 Payments of any claim shall not preclude the Minisink Valley Central School District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.

6.4 The Minisink Valley Central School District may withhold from the Contractor so much of the payment due it as may in the judgment of the Minisink Valley Central School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Minisink Valley Central School District shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as the Minisink Valley Central School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

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. The style and detail on said invoice shall be acceptable to the Minisink Valley Central School District. Such payments shall be made monthly on the basis of the number of buses required, and/or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the Minisink Valley Central School District has approved for Special Education Out of District routes, McKinney-Vento Displaced Student(s) routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, insufficient number of buses, or similar operating issues that are deemed by the Minisink Valley Central School District to be within the control of the Contractor.

- 6.6 The Contractor(s) shall maintain records during the term of the Contract(s) of the daily services provided to the Minisink Valley Central School District on a route by route basis, and shall submit such records upon request by the Minisink Valley Central School District or its designee for audit in support of each of the monthly invoices. As stated herein, the length of day for each bus shall be determined by the Minisink Valley Central 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 school bus services for the safe transportation of students for the Minisink Valley Central School District.

It should be noted that the Special Education, McKinney-Vento Displaced Students, and Sports & Field trips Transportation Programs typically varies each year based upon a number of factors, including but not limited to school locations, classroom locations, placements, schedules, and student requests.

8.2 MINISINK VALLEY CENTRAL SCHOOL DISTRICT REPRESENTATIVE

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

8.3 BID BOND

A Bid Bond is not required.

8.4 PERFORMANCE BOND

A Performance Bond is not required, however, **Bidder must disclose any situation where they were denied a performance bond in the past 7 years.**

8.5 INSURANCE

Compliance with Insurance Requirements:

8.5.1 Enclosed with the Bid, the Bidder must include a certificate of insurance signed by an employee of the insurer(s) providing coverage, or an agent, with the authority to bind the insurer(s) stating that no less than the minimum limits of insurance required in this Bid will be met. The insurance carrier must be a New York State admitted carrier, and must be rated in the current edition of A.M. Best's *Insurance Guide* as a "secure" carrier.

8.5.2 Minimum amounts for each bus operated will be:

8.5.2.1 Automobile insurance. Symbol "I", covering all automobiles and buses, including hired and non-owned vehicles is required with a combined single Liability limit of \$1,000,000.00 for each accident for bodily injury and property damage. Coverage is to be at least equal to ISO form #CA 00 01 with no endorsements reducing or limiting coverage unless approved beforehand by the Minisink Valley Central School District.

8.5.2.2 Commercial General Liability (CGL) with limits of at least \$1,000,000 per occurrence / \$3,000,000 aggregate. Coverage is to be for bodily injury, property damage, products/completed operation, personal injury, and advertising injury. Coverage is to be at least equal to the most recently approved (in New York) ISO form #CG 00 01. The CGL policy shall include coverage for sexual abuse and misconduct. An additional insured endorsement, equivalent to CG 20 26 or CG 2010 naming the Minisink Valley Central School District, Minisink Valley Central School District Board of Education, and any of their public officials, agents, employees, and volunteers must be included and include coverage for ongoing and completed operations. Such Additional Insured status is to be provided on a primary and non-contributory basis. A Waiver of Subrogation in favor of the Minisink Valley Central School District must apply. Coverage is to apply on an occurrence basis only. No endorsement or modification of this policy limiting the scope of coverage for Contractual Liability. Products/Completed operations, and Personal Injury or imposing a designated Premises/Operations limitation shall be permitted, if approved beforehand by the Minisink Valley Central School District.

8.5.2.3 Excess Umbrella or Excess Liability coverage with a limit of \$9,000,00 per occurrence and aggregate. Umbrella or Excess Liability coverage must be provided (at a minimum) on a following form basis over the primary Auto Liability, CGL (including sexual abuse and misconduct) and Employers Liability. These liability limits can be accompanied by a combination of primary and excess policies, if needed.

8.5.2.4 Workers' Compensation and Employer's Liability coverage covering all

employees in amounts as required by New York State law.

8.5.2.5 Disability Benefits covering all employees in amounts as required by New York State Law.

8.5.2.6 Unemployment insurance covering all employees consistent with the requirements of New York State Law.

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 to any policies of insurance available to the Minisink Valley Central School District. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Bidder hereby agrees to effectuate the naming of the Minisink Valley Central School District as an unrestricted additional insured on the Bidder's insurance policies, with the exception of Workers' Compensation. The policy naming the Minisink Valley Central School District as an additional insured shall state that the Bidder's coverage shall be primary coverage for the Minisink Valley Central School District, its Board of Education, officers, employees, agents, and volunteers. The Bidder shall self-insure any applicable deductibles, and the Bidder shall also agree to indemnify the Minisink Valley Central School District for any applicable deductibles or self-insured retentions. Additional insured status shall be granted by ISO endorsement CG 2026, CG 20 10 11 85 or its equivalent.

8.5.5 The limits outlined above are strictly minimum amounts. The Minisink Valley Central School 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. Deductibles or self-insured retention up to \$10,000 shall be permitted with the understanding that the Contractor (and not the Minisink Valley Central School District) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of the Minisink Valley Central School District.

8.5.6 The Contractor shall deposit with the Minisink Valley Central School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Minisink Valley Central School District no later than August 1st of each Contract year (in the event of an extension for the 2025-2026 school year). It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Minisink Valley Central School District does not eliminate the mandate.

8.5.7 The Contractor shall hold harmless, defend and indemnify the Minisink Valley Central 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 Minisink Valley Central School District by third parties; officers, employees, agents, and volunteers of the Minisink Valley Central School District, or employees of the Contractor.

8.5.8 In the event any of the required policies or coverages are cancelled, notification pursuant to policy terms and conditions shall be sent to the Minisink Valley Central School District. All 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 are excluded by special or manuscript endorsement or otherwise excepting such as appear in standard ISO policies as they relate to this Contract. The Minisink Valley Central School 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 Minisink Valley Central School District constitutes a material breach of Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Minisink Valley Central School District.

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 Minisink Valley Central School District, and all records shall be kept for a minimum of six (6) years following expiration of the Contract.

8.7 TERM

8.7.1 The term of the Special Education Out of District Home-to-School, McKinney-Vento Displaced students Home-to-School, as well as the Field and Sports Trips Contracts shall be for the period September 1, 2024 through June 30, 2025.

8.7.2 The parties may choose to extend any of these Contracts for the 2025-2026 school year, upon mutual agreement, 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 attendants/monitors must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of law, and regulations of the Commissioner of Education and Commissioner of Motor Vehicles, 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.

The Contractor will be further responsible for assuring that its officers and employees who have access to personally identifiable information of students under the

Contract will be trained in the confidentiality provisions related to such student data. The Contractor shall, upon request of the Minisink Valley Central School District, provide records that such training has been completed and the attendance of each officer and employee of the Contractor at such training, as well as a copy of the training material provided.

8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, 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 school bus or be an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation.

All drivers and attendants/monitors 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 or its Superintendent of Schools shall have the right to direct the removal of any person (driver, attendant/monitor, or office personnel) servicing this Contract for any reason. The School District or its Superintendent reserves the right, in the exercise of its sound discretion, to reject drivers and attendants/monitors or to direct that they be replaced or be reassigned.

The School District also reserve the right to contract with an agency for certain nursing services and to provide specialized services or medical support to individual students while they are being transported on the Contractor's vehicles to/from school as well as to/from field trips.

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

8.8.1.3 A "Terminal 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 buses. This supervisor will be directly

responsible for working with the School District's supervisory personnel on all routing of buses 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. 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.

8.8.1.3.1 Said Terminal Manager or his/her Minisink Valley Central 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 Minisink Valley Central School District.

8.8.1.3.2 The Terminal Manager or his/her designee(s) may not be an assigned bus driver, a substitute bus driver, or a functioning mechanic.

8.8.1.4 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work and shall represent the Contractor and the Minisink Valley Central School District in a positive way.

8.8.1.5 The Contractor will provide each driver and attendant/monitor in service to the Minisink Valley Central School District with a laminated photo ID that contains the name of the driver or the attendant monitor, 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 attendant/monitor is in service to the Minisink Valley Central School District. The photo ID shall be issued yearly by the Contractor and shall be at no cost to the Minisink Valley Central School District.

8.8.1.6 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 employment and bus operation, and any regulations relative to the employment of attendants and monitors

8.8.1.7 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York 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 attendants/monitors.

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 and assignment to the School District.

- 8.8.1.8 The physical examinations of drivers and attendants/monitors shall be at the driver's and the attendant's/monitor'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 attendants/monitors 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 attendant/monitor performing services pursuant to the Contract must undergo the physical examinations required by 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. The costs of such examinations shall be paid by the Contractor.

The Minisink Valley Central School District reserves the rights to have its School Physician/Medical Director examine anyone providing service under this Contract with the cost of such examination at School District expense.

- 8.8.1.9 To the extent required by New York State Education Law, all employees hired by the Contractor must be approved for employment by the Minisink Valley Central School District's Superintendent of Schools, The Contractor shall submit to the School District a list of the names and addresses of all regular and substitute drivers (including mechanics as drivers, clerical personnel as drivers, the Terminal Manager, any Assistant Terminal Manager, and any Dispatcher as a driver), and all regular and substitute attendants/monitors 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.

The Contractor's Terminal Manager must submit a certification stating the contractor 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 Minisink Valley Central School District reserves the right to review the Article 19-A file and other records showing conformance with State regulations for each driver and attendant/monitor in service to the School District.

- 8.8.1.10 The Contractor shall at all times have stand-by drivers and stand-by

attendants/monitors in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract.

- 8.8.1.11 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 Minisink Valley Central School District with attendance sheets verifying each driver's and attendant's/monitor's attendance at the instructional program as well as a copy of any instructional plans and materials.

- 8.8.1.12 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.

Drivers shall pick-up/drop-off students only at Minisink Valley Central School District designated bus stops. Courtesy bus stops are specifically forbidden without the prior written approval of the Minisink Valley Central School District.

The Contractor, along with the respective driver and attendant/monitor will be responsible for the safety and supervision of the children transported under the Contract. Whenever the Minisink Valley Central School District designates that a car seat must be utilized, the attendant/monitor will assist the children by placing them in the seat and properly securing the children consistent with the car seat recommendations.

- 8.8.1.13 No kindergarten children shall be released without the presence and supervision of a parent and/or a responsible adult designated by the parent. If there is no one to meet the child at the bus stop, the student shall be kept on the bus and dispatch is to be notified IMMEDIATELY. The child is to be taken to a location designated by the School District.

- 8.8.1.14 No alcoholic beverages or intoxicants may be brought to or consumed on the School District's premises or buses 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 or other tobacco use are allowed on the buses or on school property or within 100 feet of any elementary or secondary school. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Minisink Valley Central School District has a "drug free zone" policy on school property.

- 8.8.1.15 Each driver and attendant/monitor will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated area(s) to disembark/embark pupils.

- 8.8.1.16 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 any bus in dedicated service to the Minisink Valley Central School District, including parents, unauthorized students, non-assigned employees, children of the driver and/or the attendant/monitor or students from another school or school district. The Minisink Valley Central School District is the sole authority to approve additional people to ride the bus.

- 8.8.1.17 The Contractor must provide a private telephone number to allow the Minisink Valley Central School District immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the bus 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.

Prior to the onset of services under this Contract and for the duration of this Contract, the Contractor will provide the Minisink Valley Central School District with one portable two-way radio and charger set for the frequency(ies) used by the Contractor to communicate with all vehicles in service to the Minisink Valley Central School District.

- 8.8.1.18 The Minisink Valley Central School District reserves the right to require a change in the route assignment of a driver and an attendant/monitor or to remove a driver and an attendant/monitor should circumstances warrant due to the fact that the actions and conduct of bus drivers and/or attendants/monitors reflect upon the Minisink Valley Central School District as a whole. The Superintendent of Schools or his/her designee shall have the final authority in these matters.

- 8.8.1.19 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 the Contract.

A trained mechanic dedicated to this position must be on duty when the school buses are operating the regularly scheduled Special Education Out of District Home-to-School (including late routes) and the McKinney-Vento Displaced Students Home to School Transportation program.

8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of the Minisink Valley Central 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.

There shall be no route buses used in the performance of this Contract over ten (10) years old and no spare buses over twelve (12) years old.

Buses shall include the following features as a minimum:

8.8.2.1.1 All vehicles are to be equipped with high resolution 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 256 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 Minisink Valley Central School District policy.

A minimum of two video cameras and sound recording equipment, one in the front and one in the rear of the bus, are required in each 30/35-passenger half bus and in each 65/66-passenger bus. A minimum of one video camera and sound recording equipment is required in each 16/24-passenger van and each 2-wheelchair position A/C van.

The Minisink Valley Central School District recognizes that there may be limited times when these buses and/or vans with video and sound recording equipment may be out of service for DOT inspections and/or maintenance service requirements. During these limited time periods (three consecutive operating days or less), the Contractor may replace the bus and/or van with a vehicle that is not equipped with the video and sound recording equipment. However, for any long-term removal from service (four consecutive operating days or more), the replacement vehicle must be equipped with the video and sound recording equipment.

Failure to meet these requirements will cause the School District to initiate liquidated damages provided under Section 8.15.1 of these specifications.

8.8.2.1.2 "Child Check Mate" (or equivalent) child check system is to be installed on all buses, half buses, and 16/24-passenger vans dedicated to the Minisink Valley Central 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 Minisink Valley Central 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 Minisink Valley Central School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Minisink Valley Central School District. These and any other cellular or digital telephones shall be operated consistent with State laws.

8.8.2.1.4 When approved car seats and child safety/child restraint securements are needed for specific students, they shall be provided by the Contractor at its expense. Any seats for special education and kindergarten students must meet FMVSS 213, 302 Regulations and be approved in advance by the Minisink Valley Central School District.

8.8.2.1.5 All buses of 65/66 student passengers capacity or higher are to be diesel fueled unless an exception is specifically approved in advance by the Minisink Valley Central School District.

8.8.2.1.6 All buses must meet industry standard drawstring tests.

8.8.2.1 Full sized buses shall be a minimum of 65/66-student passenger capacity.

8.8.2.2 Half buses shall be a minimum of 30/35-student passenger capacity

8.8.2.3 Vans shall be of a minimum of 16 to 24 student passenger capacity. Vans used in the summer shall be air conditioned.

8.8.2.4 All wheelchair vans must have a minimum capacity of two (2) wheelchair positions. Wheelchair vans must be air conditioned

8.8.2.5 Minivans must have a capacity of seven (7)/eight (8) passengers. Minivans must be air conditioned. The price for a minivan will include the price for a suburban vehicle and a sedan.

8.8.2.6 Special education vehicles must accommodate any "special" needs of students at the expense of the Bidder. This includes air conditioning if required by the student's Individual Educational Plan (IEP).

8.8.2.7 The Assistant Superintendent for Business or his/her designee(s) reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for immediately replacing those rejected vehicles with acceptable vehicles.

8.8.2.8 The Minisink Valley Central School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract.

8.8.2.9 No later than 30 days from receipt but not later than August 15th, of each year of

the Contract, the Contractor shall submit to the Minisink Valley Central School District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal 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 1st to March 31st, 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.

8.8.2.9.1 The Minisink Valley Central School District reserves the right to request periodically that the Contractor provides updated **Profiles** if the current **Profile** is not satisfactory to the Minisink Valley Central 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 Minisink Valley Central School District.

8.8.2.9.2 **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, and DOT inspection facilities for vehicles used in the operation of the Contract. Vehicles from "park-out" locations can be acceptable as long as the Contractor demonstrates in advance to the satisfaction of the Minisink Valley Central School District that the "park-out" contributes to economic and operational efficiency, and procedures exist to ensure pre-trip/post-trip inspection checks as well as all alcohol use/drug abuse inspection checks will be made.

The Contractor must receive advance permission from the Minisink Valley Central School District for any routes and/or trips that will be operating from a "park-out" location.

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

8.8.4 Fuel

8.8.4.1 No fuel will be provided by the Minisink Valley Central School District. The contractor's bid price should include all expenses associated with providing the bid transportation services.

8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will be reimbursed by the Minisink Valley Central School District upon presentation of approved receipts. Tolls for any "deadhead" miles will not be reimbursed unless the cost of tolls is incurred through a "drop and pick" structure of a Field or Sports Trip.

The Minisink Valley Central School District will not reimburse the Contractor for any meals for drivers as well as for attendants/monitors for Field and Sports Trips.

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 Minisink Valley Central 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 shall 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 Minisink Valley Central School District.

8.10 ROUTE SCHEDULING

- 8.10.1 Route scheduling will be performed by the Minisink Valley Central School District when needed.
- 8.10.2 The Minisink Valley Central 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 additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.
- 8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified therein to improve service, operating efficiencies or economy. No route changes or bus stop locations shall be made by the Contractor without the prior written permission of the Director of Transportation or his/her designee.
- 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 Minisink Valley Central 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 (September 1st to June 30th) will not exceed two hundred (200) days and, in any case, will be governed by the actual school calendar as adopted by the Minisink Valley Central School District's Board of Education including the calendars of all other schools for which the Minisink Valley Central School District is responsible for furnishing transportation.

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 Minisink Valley Central 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 [or President's] Birthday celebration).

- 8.10.6 It is understood that on those days that Minisink Valley Central School District schools are closed and the non-public schools to which Minisink Valley Central School District are transported are open, the Contractor will not furnish any required transportation to those non-public schools. This includes any transportation services made through private arrangements with these non-public schools and/or Minisink Valley Central School District parents.

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 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 Minisink Valley Central School District. This information is to be provided without charge to the Minisink Valley Central School District. Failure to meet this requirement will cause the Minisink Valley Central School District to initiate the liquidated damages provided under Section 8.16.17 of these specifications.

8.11 OPERATING MATTERS

- 8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to the Minisink Valley Central School District, the Director of Transportation or his/her designee(s) is to be notified immediately, and the Minisink Valley Central School District accident procedures shall 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 Minisink Valley Central 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 Minisink Valley Central 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 Minisink Valley Central School District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.

The Minisink Valley Central School District reserves the right to have a driver involved in what it deems a preventable accident removed from service to the Minisink Valley Central School District and complete an approved retraining program prior to returning to service. The cost of the retaining, 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 Bus Safety Drills: 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 bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the Minisink Valley Central 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 a bus and a driver for student emergency bus safety drill instruction, according to State Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the Minisink Valley Central School District.

The Minisink Valley Central School District may require written verification of the completion of such drills. As a minimum, completed verification forms for each bus in dedicated service to the School District shall state the time and date each drill was held and be signed by the bus driver,

- 8.11.3 Driver Training and Additional Training: All bus 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. Additionally, drivers assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts. At no additional cost to the Minisink Valley Central School District, bus drivers and attendants/monitors shall receive specific training in student behavior management. Such training shall be reviewed in each of the two State Education Department mandated refresher courses and included in the three-hour pre-service course for new drivers.

Upon request, the Contractor will provide the Minisink Valley Central 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.

- 8.11.4 Driver Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily vehicle inspection report or DVIR form each day that the bus is being operated. The report is to include a review of the mechanical condition of the bus and the driver's pre-trip/post-trip verification. Said forms must be kept on file by the Contractor and made available to the Director of Transportation or his/her designee as requested/required.
- 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 buses 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 buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the Minisink Valley Central School District.

The above early dismissal schedule shall be at no additional cost to the Minisink Valley Central School District.

- 8.11.6 Epi-Pen Administration: All bus drivers and attendants/monitors (including substitute bus drivers and substitute attendants/monitors) in service to the Minisink Valley Central School District shall be trained in the administration of epinephrine auto-injector devices through a program of instruction approved by the Commissioner of Education pursuant to the rules of the State Education Department. Such training shall be reviewed in each of the two State Education Department mandated refresher courses and included in the three-hour pre-service course for new drivers. Such instruction shall be at no cost to the Minisink Valley Central School District.
- 8.11.7 Non-Minisink Valley Central School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Minisink Valley Central School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the Minisink Valley Central School District before agreeing to undertake the transportation of pupils for other School Districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the Minisink Valley Central School District with copies of each such related Contract with another school, School District, or individual for such transportation. The Minisink Valley Central School 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 Minisink Valley Central School District and the Contractor. The Minisink Valley Central School District reserves the right to assign students from other School Districts to buses/routes. Should such

assignment result in increased route time, the Contractor shall be compensated upon the approval of the Minisink Valley Central School District, according to the prices submitted in this Bid.

The Contractor agrees to cooperate fully with the Minisink Valley Central School District's policy of cooperative transportation with other School Districts, schools, agencies, and BOCES.

- 8.11.8 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Minisink Valley Central School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the Minisink Valley Central 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 Minisink Valley Central School District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the Minisink Valley Central 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 Minisink Valley Central School District personnel.
- 8.11.9 Minisink Valley Central School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Minisink Valley Central School District as set out in the present written policies and rules of the Minisink Valley Central School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Minisink Valley Central School District.
- 8.11.10 Minisink Valley Central School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to the buildings, equipment, driveways, or other property of the Minisink Valley Central 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.
- 8.11.11 Student Discipline Matters: In the event of any student discipline matter involving Minisink Valley Central School District students, the Contractor shall immediately notify the Minisink Valley Central School District in the manner as prescribed by Minisink Valley Central School District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Minisink Valley Central School District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the Minisink Valley Central School District during the term of the Contract. It is of paramount importance that drivers and attendants/monitors maintain good order on the school buses and be trained in proper student behavior management techniques. Drivers and attendants/monitors will be required to attend meetings with parents/guardians regarding suspension and discipline 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 Minisink Valley Central School District's certification of any driver and attendant/monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and attendants/monitors shall be home by the Contractor.

8.12 COMPLIANCE REQUIREMENTS

8.12.1 COMPLIANCE WITH TITLE IX REGULATIONS

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Minisink Valley Central 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.

8.12.2 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 Minisink Valley Central School District requires that any person, organization, group, or other entity with which it Contracts, subcontracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

8.12.3 COMPLIANCE WITH 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.

8.12.4 COMPLIANCE WITH THE 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.

8.13 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 Superintendent of Schools 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.

8.14 NON-PERFORMANCE DAMAGES

The Minisink Valley Central School District has included non-performance damages in the event that financial remedies are needed to correct failures to provide the required transportation service and to ensure a high-quality level of service. It is not the Minisink Valley Central School District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the Minisink Valley Central School 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 a penalty.

In view of the difficulty the Minisink Valley Central School District will suffer by reason

of default on the part of the Contractor; and the difficulty of quantifying the same, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of this Contract:

- 8.14.1 If the Contractor utilizes vehicles in service to the Minisink Valley Central School District that does not meet the requirements stated in Section 8.8.2 of these specifications, the Minisink Valley Central 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.
- 8.14.2 The Minisink Valley Central 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 area shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Minisink Valley Central School District. A \$300.00 per day per bus penalty shall be assessed for any vehicle which does not comply with this requirement. The Minisink Valley Central School District shall have the right to terminate the Field and Sports Trip Contract upon 10 days written notice at the end of a total of ten trips where the Contractor has been late or missed a trip that includes the current and previous years.
- 8.14.3 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes (including bus stops) without prior Minisink Valley Central School District approval. If such unauthorized changes are made, the Minisink Valley Central School District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.
- 8.14.4 If the Contractor fails to meet any of the requirements in these specifications, the Contractor shall be liable to a liquidated damages deduction of \$300 a day for such failure from the monthly payment for each occurrence.
- 8.14.5 The Minisink Valley Central School District requires all route and spare buses operating for the School District to have operable video and sound recording equipment. A \$50 per day per bus liquidated damages deduction may be assessed from the monthly payment due the Contractor for violation of this mandate.
- 8.14.6 No failure by the Minisink Valley Central School District to insist upon the strict performance of any term, covenant, agreement, or provision of this Contract or to exercise any right or remedy upon a breach thereof, and no acceptance by the Minisink Valley Central School District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

In the event that any provision of this Contract shall be held illegal, invalid, or unenforceable by any court of competent jurisdiction, such holding shall not invalidate, render unenforceable, or otherwise effect any other provision hereof.

APPENDIX A
PROGRAM DESCRIPTIONS

Currently, the Minisink Valley Central School District currently provides transportation for students to in-District schools utilizing a two-tier system. The high school and the middle school are on the first tier and the elementary school is on the second tier. The School District provides transportation services for all students who are residents of the School District.

THIS FORM MUST BE SIGNED, NOTARIZED, AND SUBMITTED WITH BID

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify Minisink Valley Central School District, Minisink Valley Central School District Board of Education, and any officer, agent, servant or employee of the Minisink Valley Central 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 under the contract except for such injury or damage arising out of negligence or willful misconduct of Minisink Valley Central School District, Minisink Valley Central School District Board of Education, its officers, agents, servants, or employees;
- (b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any neglect, act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption of indemnity, liability and loss hereunder shall survive contractor's completion of service or other performance hereunder and any termination of this contract.

The Contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Minisink Valley Central School District, Minisink Valley Central School District Board of Education, or any officer, agent, servant, or employee of the Minisink Valley Central School District or any such claim or demand, and shall satisfy any judgment that may be rendered against the Minisink Valley Central School District, Minisink Valley Central School District Board of Education, or any officer, agent, servant, or employee of the Minisink Valley Central School District arising out of any such claim or demand. The Minisink Valley Central School District shall have the right to choose its legal counsel for any such defense and to direct such defense.

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.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2024.

_____ (Notary Public)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2. of the request for a Bid dated August 8, 2024 of the Minisink Valley Central School District, the undersigned hereby acknowledges the following:

- a. If requested, the stipulated financial information will be provided within 72 hours of the Minisink Valley Central School 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 8.14.4. YES NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

Print Date: _____

**MINISINK VALLEY CENTRAL SCHOOL DISTRICT
SUPPLEMENTAL STUDENT TRANSPORTATION BID
FORM-OF-BID INFORMATION
August 8, 2024**

Board of Education
Minisink Valley Central School District
2320 US Route 6, Box 217
Slate Hill, New York 10973

Having carefully examined the within specifications for furnishing the cooperative supplementary transportation service for the Minisink Valley Central School District, the undersigned company certifies that it has examined and fully understands all the enclosed "General Conditions", "Specifications", and "Notice to Bidders" for the transportation service for the amounts stated below and pursuant to the terms described on the specifications:

The above-named Bidder proposes to complete all services and work for the Minisink Valley Central School District at the prices set forth on the enclosed pricing schedules in strict accordance with the Bid documents and all addenda (if any) as indicated below

1. Addendum No.: _____ Dated: _____.
2. Addendum No.: _____ Dated: _____.
3. Addendum No.: _____ Dated: _____.

This Bid will remain firm for the period of time indicated in the Bid documents.

To provide supplementary student transportation services for the School Districts, as specified:

1. Each Bidder will submit their Bids on the pricing sheets contained with this Bid document.
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. Address of Bidder's operating location for this Contract:

4. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Document Package including the Instructions to Bidders, General Conditions, Certifications, and Specifications. 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.

5. For Bidders not currently providing transportation services to the Minisink Valley Central School District, the Bidder must list three (3) references for which it has provided school transportation services within the last three years.

Required Information	Reference No. 1	Reference No. 2	Reference No. 3
Print Name of School District or Agency			
Address of School District or Agency			
Print Name and Title of Contact Person			
Telephone Number of Contact Person			
Present Number of Operating vehicles			
Print Type of Service (1)			
(1) Type of service includes Home-to-School, Field and Sports Trips, and/or Summer School			
Attach additional sheets if necessary			

6. Pursuant to Specifications 8.8.2.8, vehicle list of Contractor must be included with the Bid on Appendix B.
7. 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(s) by the Minisink Valley Central School 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 School District has the sole discretion to determine the best Bid(s) to meet its needs.

Very truly yours,

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

MINISINK VALLEY CENTRAL SCHOOL DISTRICT
 Special Education Out of District Home to School Transportation Contract
 BID PRICING SHEET #1

Bid to provide student transportation services pursuant to the specifications with a bid submission date of August 8, 2024

Bidder's Name: _____

1. Contract

Special Education Out of District Home-to-School Transportation Contract					
	65/66 Passenger Bus	30/35 Passenger Half Bus	16/24 Passenger Van	2 Wheelchair A/C Van	7/8 Passenger A/C Minivan
Charge for One (1) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Two (2) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Three (3) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Four (4) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Excess Daily Live Hours	\$	\$	\$	\$	\$
Contractor will provide fuel					
Note the daily live hour charge for a minivan will be the same as the price for a suburban vehicle, or a sedan					

Special Education Out of District Home-to-School Transportation Contract	
Attendant/Monitor Transportation Services	
Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van	

2. Is the Bidder willing to accept the award of Special Education Out of District Home-to-School contract.....

w/o award of McKinney-Vento Contract?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
w/o award of Sports/Field Trips Contract?	Yes	<input type="checkbox"/>	No	<input type="checkbox"/>

Bid Submitted by: Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

MINISINK VALLEY CENTRAL SCHOOL DISTRICT
 Field and Sports Trips Transportation Contract
 BID PRICING SHEET #2

Bid to provide student transportation services pursuant to the specifications with a bid submission date of August 8, 2024

Bidder's Name: _____

1. Contract

Field and Sports Trips Transportation Contract				
(Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)				
	65/66 Passenger Bus	30/35 Passenger Half Bus	16/24 Passenger Van	2 Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
Contractor will provide fuel				

Field and Sports Trips Transportation Contract	
(Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)	
Charge per Daily Live Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van	

Field and Sports Trips Transportation Contract				
(Encompassing AM and PM Route Times)				
	65/66 Passenger Bus	30/35 Passenger Half Bus	16/24 Passenger Van	2 Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
Contractor will provide fuel				

Field and Sports Trips Transportation Contract	
(Encompassing AM and PM Route Times)	
Charge per Daily Live Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van	

2. Is the Bidder willing to accept the award of Special Education Out of District Home-to-School contract, without award of Special Education Out of District Home-to-School Contract?

Yes	<input type="checkbox"/>	No	<input type="checkbox"/>
w/o award of Sports/Field Trips Contract?	Yes	No	<input type="checkbox"/>

Bid Submitted by: _____ Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

MINISINK VALLEY CENTRAL SCHOOL DISTRICT

McKinney-Vento Displaced Student(s) Home to School Transportation Contract

BID PRICING SHEET #3

Bid to provide student transportation services pursuant to the specifications with a bid submission date of August 8, 2024

Bidder's Name: _____

1. Contract

McKinney-Vento Displaced Student(s) Home-to-School Transportation Contract

	65/66 Passenger Bus	30/35 Passenger Half Bus	16/24 Passenger Van	2 Wheelchair A/C Van	7/8 Passenger A/C Minivan
Charge for One (1) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Two (2) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Three (3) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Four (4) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Excess Daily Live Hours	\$	\$	\$	\$	\$

Contractor will provide fuel

Note the daily live hour charge for a minivan will be the same as the price for a suburban vehicle, or a sedan

Special Education Out of District Home-to-School Transportation Contract

Attendant/Monitor Transportation Services

Charge per Daily Live Hour for
Attendant/Monitor

\$

Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van

2. Is the Bidder willing to accept the award of McKinney-Vento Home-to-School contract.....

w/o award of SPECED OOD Contract?

Yes

No

w/o award of Sports/Field Trips Contract?

Yes

No

Bid Submitted by: Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

BID PRICING SHEET #3 (Continued)

Please provide pricing for all routes for which the contractor is interested in servicing. Any of these routes could be serviced by a contractor in the 2024-2025 school year.

Route	# of Students	Home Location	Destination School	One-Way Mileage	School Start Time (am)	School Dismissal Time (pm)	23-24 Service Provider	Round Trip Bid Cost/Day (\$)
MV-001	2	Middletown, NY	Minisink Elementary School Slate Hill, NY	8 mi	8:50 AM	3:25 PM	Minisink Valley	\$
MV-002	1	Middletown, NY	Minisink High School Slate Hill, NY	8 mi	7:30 AM	2:30 PM	Contracted	\$
MV-003	1	Middletown, NY	Minisink High School Slate Hill, NY	11 mi	7:30 AM	2:30 PM	Minisink Valley	\$
MV-004	1	Middletown, NY	Minisink Middle School Slate Hill, NY	6.2 mi	7:15 AM	2:10 PM	Minisink Valley	\$
MV-005am	1	Middletown, NY	Minisink Middle School Slate Hill, NY	8 mi	7:15 AM	2:10 PM	Contracted	\$
MV-005pm	1	Bloomington, NY (Child-care location)	Minisink Middle School Slate Hill, NY	18 mi				
MV-006	1	Middletown, NY	Otisville Elementary School Otisville, NY	9 mi	8:50 AM	3:25 PM	Contracted	\$
MV-007	1	Middletown, NY	Otisville Elementary School Otisville, NY	10 mi	8:50 AM	3:25 PM	Minisink Valley	\$
MV-008	1	Middletown, NY	OUB-Gibson Rd. Goshen, NY	7 mi	8:25 AM	2:20 PM	Minisink Valley	\$
MV-009	1	New Windsor, NY	Minisink High School Slate Hill, NY	31 mi	7:30 AM	2:30 PM	Contracted	\$
MV-010	1	Newburgh, NY	Minisink High School Slate Hill, NY	30 mi	7:30 AM	2:30 PM	Contracted	\$
MV-011	2	Newburgh, NY	Otisville Elementary School Otisville, NY	33 mi	8:50 AM	3:25 PM	Contracted	\$
MV-012	1	Pine Bush, NY	Cedar Knolls, Hawthorne, NY	62 mi	8:30 AM	2:30 PM	OU BOCES COSER	\$
MV-013	1	Pine Bush, NY	Minisink Middle School Slate Hill, NY	22 mi	7:15 AM	2:10 PM	OU BOCES COSER	\$

Please note: Prices bid for specific routes will be considered in comparison to hourly pricing provided. If any of these individual runs are able to be combined to utilize a single vehicle for multiple route "tiers" (elementary/secodary), then the pricing for the combined runs utilizing a single vehicle will be whichever is less expensive for the district, the hourly rate or the per trip rate(s) bid on this bid pricing sheet.

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

NON-COLLUSIVE BID OR BID CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: _____

I. GENERAL BID CERTIFICATION

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

II. NON-COLLUSIVE BIDDING OR BID CERTIFICATION

By submission of this Bid the Bidder certifies that it is complying with Section 103-d of the General Municipal Law as follows:

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

a. By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of 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 therefore. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award nor shall any award be made unless the head of the political subdivision, public department, agency or official thereof to which the Bid is made, or his/her designee, 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 Bid, does not constitute, without more, a disclosure within the meaning of subparagraph one (a).

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

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

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 the 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: _____