

**POUGHKEEPSIE CITY SCHOOL DISTRICT
TRANSPORTATION SERVICES**

**SEPTEMBER 1, 2025 – June 30,
2026 REQUEST FOR PROPOSAL
FOR PUPIL TRANSPORTATION**

Advertised: May 30, 2025

**SPECIFICATIONS
GENERAL
CONDITIONS
QUALIFICATION STANDARDS
AND FORMS OF PROPOSAL**

PROPOSALS WILL BE OPENED AND ACKNOWLEDGED PUBLICLY:

Date: June 24, 2025

Time: 10:00 A.M.

Office and Location: District Office

18 South Perry Street
Poughkeepsie, N.Y. 12601

RFP

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DEFINITIONS

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

- “Addendum” - a written instrument issued by the Poughkeepsie City 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 Proposal” - 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 Proposal, and is qualified consistent with the “Qualifications” section of this document.
- “Board” - the Board of Education of the Poughkeepsie City School District
- “Contract” - an agreement duly executed by the Poughkeepsie City School District and the Bidder which calls for the transportation of pupils of the Poughkeepsie City School District by the Contractor in accordance with all terms, conditions, requirements and specifications in the Bid, for a price to be paid by the Poughkeepsie City School District.
- “District” or “School District” - shall mean the legal designation of Poughkeepsie City School District
- “Evaluation Criteria” - the means by which the Poughkeepsie City 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.

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| “Round Robin” | - a term used to describe a single trip cost for the transportation of a group of students from a location to a destination and then return from that destination with a different group of students. |
| “Specification” | - description of services to be performed by Bidder for the Poughkeepsie City School District together with the materials, supplies, and/or equipment that are 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 Poughkeepsie City School District. |
| “RFP” | - Request for proposal or alteration to request for lowest bid. |

Public Notice

Request for Proposal for Pupil Transportation For the 2025-26 School Year

Poughkeepsie City School District
18 South Perry Street
Poughkeepsie, NY 12601

The Poughkeepsie City School District invites sealed proposals for providing transportation for the 2025-26 school year for to and from school. The request for Proposal including forms for proposal, certification, conditions, specifications, may be obtained from the District office between the hours of 8:00 a.m. and 4:00 p.m./, on the district website at <https://www.poughkeepsieschools.org/> or by contacting the district Purchasing Agent at 845-451-9000.

In all cases it must be understood that the conditions and specifications set forth in the request for the proposal by the District shall apply. Sealed proposals shall be sent to the District Office and shall be clearly marked **“Proposal for Pupil Transportation - Do Not Open Until 10:00 a.m. June 24, 2025.”** Such proposals will be received until 10:00 a.m. June 24, 2025 at which time and place all proposals will be publicly acknowledged. The District reserves the right to reject all proposals, waive any informalities in proposals and to negotiate any portion of proposals.

All questions regarding this RFP shall be forwarded to the District's Purchasing Agent at purchasing@pcsd.net by the close of business on June 24, 2025.

Proposals for each transportation contract will be evaluated on a weighted system established by the District for each of the categories. Any aspects of the service not addressed by specifications are left for the Proposer to address.

Proposals are solicited for total transportation services. **The District will NOT provide fuel for route mileage as specified in the RFP specifications.**

Security in the form of a bid bond or certified check payable to the Poughkeepsie City School District in the amount of ten percent (10%) of the contract is required to be submitted with the proposal. A performance and payment bond in a sum of one hundred percent (100%) of the annual amount of the contract may be required as set forth in the Request for Proposal.

When a District elects to receive proposals submitted in response to a request for proposals, such District shall evaluate each proposal from a responding Contractor according to criteria established by the Commissioner, which criteria shall include at a minimum (i) the previous experience of the Contractor in transporting pupils, (ii) the name of each transportation company the Contractor has been an owner or manager and previous experience, (iii) a description of any safety program implemented by the Contractor, (iv) a record of accidents in motor vehicles

under the control of the Contractor, (v) driving history of employees of the Contractor, (vi) inspection records and model year of the motor vehicles under the control of the Contractor, (vii) maintenance schedule of the motor vehicles under the control of the Contractor, (ix) compliance with insurance requirements, and (x) total cost of the proposal.

Proposals will be evaluated and awarded based on the following criteria by the District pursuant to Sections 305 and 3625 of the Education Law and 8 NYCRR Par 156.12 of the Regulations of the Commissioner of Education. Proposals scoring less than 75 points will not be considered for an award contract.

	Category	Weight
1	Previous Quality of Experience of the Proposer in School Transportation	13
2	Owner of Previous Transportation Companies	6
3	Safety Program	6
4	Accident History	8
5	Record of Drivers	8
6	Fleet Inspection Record and Vehicle Replacement Schedule	6
7	Maintenance Schedule of Vehicles	2
8	Financial Analysis	8
9	Insurance Requirements	3
10	Cost-points to be prorated on percentage over lowest cost	40
	Total	100

Introduction

The Poughkeepsie City School District is soliciting proposals for:

1. All transportation to and from school using contractor's buses and employees following three-tier routes developed by the district.
2. All transportation to and from school using contractor's buses and employees for out of district schools/placements.

The Board of Education reserves the right to accept or negate any proposal and to negotiate only portions of a proposal. The RFP may be awarded on a primary, secondary or tertiary basis. Separate contracts may be awarded to different vendors by or determined by the Board of Education. Pricing will be accepted for partial service.

Request for Proposal Specifications

General Conditions and Guidelines

The Poughkeepsie City School District (the District) is requesting proposals for the provision of pupil transportation herein described. The enclosed specifications outline all of the requirements and conditions for furnishing this service. Any aspects of the service not addressed by these specifications are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposals rests. The contract will be awarded to the best proposers as determined by the District. It is appropriate to emphasize that the lowest cost proposer may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories and criteria as set forth in the public notice for the RFP.

The District invites sealed proposals for the transportation contract to meet the 2025-26 transportation needs of the District. These specifications are intended to provide for school bus services for transportation. The Transportation Programs are defined and described in the Appendices annexed to these specifications. Each proposer must inform itself fully as to the conditions relative to the fulfillment of the contract.

The contractor needs to strive for a 90% or better school bus inspection rate. If the contractor's bus inspection (NYSDOT) profile falls below 80%, the District reserves the right to terminate the contract. The contractors (NYSDOT) bus inspection profile must be submitted to the district on a quarterly basis. Anytime the profile falls below 90%, the contractor shall submit a plan for correction.

The contractor's safety program will be based on trained staff and safety meetings. The staff will include a terminal manager with full authority over all employees and a dispatcher on duty starting at one half hour before the first bus begins a route until all route buses have completed p.m. routes. The Contractor will provide a DMV Article 19A Examiner and a School Bus driver instructor that meets State Education Department requirements. Drivers must report to dispatch before the start of any trip. A visual inspection will be done by the dispatcher, safety supervisor or terminal manager to ensure the drivers are fit to drive.

The terminal manager will ensure that the transportation service meets the daily needs of students and will respond to school directions and parent communications. The contractors must notify the district at least 30 minutes before any morning runs and 1 hour before afternoon runs if the contractors will not be able to complete any bus route.

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

The Contractor shall comply in all respects with the requirements of 8 NYCRR Part 156 governing its performance of work under this contract.

The Contractor will not share services with other schools and/or school districts without express written permission of the District.

Section 1: Requirements for School Bus Drivers, Staffing, Vehicles and Equipment

- A. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the school district:
 - 1. Article 19-A of the New York State Vehicle and Traffic Law
 - 2. CDL Licensing
 - 3. Section 156.3 of the Regulations of the Commissioner of Education
 - 4. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident.
 - 5. DOT Bus Inspection System Profile
 - 6. Contractors training manual must be provided to the district at any time upon request of the district.
- B. A Complete list of all regular, substitute drivers and bus monitors/attendants is to be submitted to the District by September 1 of each school year. In addition, an updated driver and attendant/monitor list will be submitted to the district on a monthly basis.
- C. In compliance with Homeland Security, the contractor will comply with the District and County's emergency plan. All drills will be held at no cost to the District.
- D. DRIVERS and ATTENDANT/MONITORS
 - 1. Each proposed regular or substitute school bus driver and attendant/monitor must be twenty-one years of age or older. The District reserves the right to assign experienced drivers and/or bus monitor/attendants to the most sensitive routes.
 - 2. Each regular or substitute school bus driver shall be examined by a physician prior to beginning service. An examination to determine the physical condition of each driver shall be reported by the physician on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law and Section 156 of the Regulations of the Commissioner of Education.
 - 3. The bus driver 19A/SED checklist must be submitted annually to the District for each driver. The SED checklist must be submitted annually for each bus attendant/monitor. No regular or substitute driver or attendant/monitor is to be assigned to perform any part of this contract prior to such written approval by the Superintendent of Schools or designee.

4. For each regular or substitute school bus driver, the contractor must submit an annual report of the bus driver's driving records for review and approval by the District on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Section 156 of the Regulations of the Commissioner of Education and the schedule of the school.
5. Each regular or substitute bus or assistant bus driver must submit themselves for fingerprinting by police authorities as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law.
6. Drivers and attendant/monitors shall comply with all other safety aspects prescribed by Section 156 Compliance of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject.
7. The successful contractor must agree that no later than September 1, the Proposer shall submit to the District a list of the bus drivers and attendant/monitors to be assigned for that current year. The contractor must also submit driver abstracts for all bus drivers including drivers who the contractor proposes to use as substitutes. All information required for regular drivers must also be provided for substitute drivers. Drivers will be issued identification cards by the contractor which must be in their possession when driving.
8. Since the action and conduct of the bus drivers and attendant/monitors reflect upon the school, the District reserves the right to have the bus contractor immediately replace drivers and attendant/monitors the District determines unsatisfactory. The District reserves the right to interview all drivers and attendant/monitors before they are assigned. The Superintendent of Schools or designee shall be the final authority for making determination concerning the acceptability of drivers and attendant/monitors, and he/she may require the replacement of a driver or attendant/monitor at any time for any reason.
9. The Superintendent of Schools or his/her designee reserves the right, in the exercise of his/her sound discretion, to reject or replace drivers and bus attendant/monitors without being limited to considerations of health and driving records.
10. Each driver and attendant/monitor shall be properly trained. Each driver shall hold the proper class license to operate the vehicle under his bid. The license will be in each driver's possession at all times. It is understood that the contractor will maintain reasonable precautions to see that that contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the contractor that any employee has been or is reputed to have been involved in any crimes or act which might raise any doubts as to the employee's fitness for work with children; it shall be the duty of the contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. The matter shall be brought to the attention of the District with all promptness, in writing.

11. Each driver will be responsible for complete control of the bus. Each driver and attendant/monitor will be responsible for the pupil discipline and the pupil management of the bus and will have commensurate authority to cope with this responsibility. Violation of good conduct and improper behavior on the part of the students shall be handled strictly according to the procedures in effect during the term of the Contract. It is of paramount importance that the drivers and bus monitor/attendants maintain good order on the school buses. Drivers and/or bus monitor/assistants will be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the District's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or bus monitor/assistants shall be borne by the Contractor.
12. Each driver and attendant/monitor must be able to communicate both verbally and in writing, as necessary, in English, to execute his/her responsibilities in this regard. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to notify the District of all accidents and all other unusual situations that should be brought to the District's attention immediately.
13. Drivers and bus attendant/monitors must be dressed appropriately.
14. A driver and attendant/monitor assigned in connection with this contract shall be available for meetings when requested by the Superintendent of Schools or his/her designee.

E. STAFFING

1. Due to the daily involvement and management requirements of a transportation system of this size, this contractor must have a fully qualified staff necessary to carry out effectively the requirements of the contract, including safety and road supervisors, trainers and terminal managers as specified in this RFP.
2. The successful Contractor shall provide for adequate office and safety supervision of his/her contractual obligations with the District. There shall be no additional cost to the District for these services. The District must approve all staff, including office staff.

F. SAFETY

1. All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies of officials of the State of New York.
2. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.

3. It shall be the duty of each driver to operate his/her bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles in Vehicle and Traffic Law and State Education Department Regulation 156.3(g)(6).
4. Each driver shall use all care to guard the children, prevent undue crowding and maintain order in his/her bus at all times without the use of force or fear. Any child refusing to obey the driver shall be given a bus conduct referral and/or reported to school administration immediately.
5. Every driver is responsible for the following: All children riding on the buses are to board and be discharged at designated stops only. Courtesy stops are prohibited. Unauthorized passengers are prohibited. All children are to enter and leave the vehicle at roadside or curbside. Children who are designated crossers should not cross before the arrival of the bus in the morning or after departure of the bus in the afternoon.
6. The vehicle shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in the State Education Department training program.
7. Buses will hold school bus safety drills as described in 156.3(h) and (i) of the Regulations of the Commissioner of Education at such times and locations as will be designated by school officials. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as means of evacuation drills, according to State Education Department regulations as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the District.
8. The contractor's employees will not smoke on the bus or on District property. Contractor's employees will not eat or drink on the bus. Contractor's employees will not use vaping devices, consume alcoholic substances or carry weaponry on the bus or District property.
9. Drivers will keep the interior and exterior of buses in sanitary condition. Buses shall be cleaned on the interior daily. The District reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter on school properties but must be deposited into receptacles designated for such debris and trash.
10. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals. Buses are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are in the driver's possession at all times. Air

brakes must be pumped down completely until spring engages.

11. Drivers are required to check before beginning their route that there is a functioning seat belt for each pupil seat. Any non functioning seat belts must be repaired in 24 hours.
12. Drivers are required to check all seats on the bus every day following each trip of their route assignment after unloading students, to ensure that children or articles have not been left on the vehicle. When a vehicle is parked, there must be a sign placed in the rear window, or an electronic child check device, indicating that the vehicle has been checked for pupils. At the beginning of the next shift, the sign should be retrieved from the back and brought to the front of the bus.
13. Drivers shall not disembark from the school bus when children are inside except in case of emergency; and in such case, before leaving his/her seat, the driver shall stop the motor, set the brake, and remove the ignition key.
14. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. No students grade Pre-K through grade 2, and students requiring special transportation, shall be discharged without a parent or designated individual present as agreed with district administration. Drivers shall cooperate fully in all pupil accounting systems established by the District.
15. Drivers may be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the District.
16. The contractor shall not reassign drivers after the first four weeks of school, except in the event of a resignation or termination, at the District's request, or with the District's prior approval.
17. When car seats and safety harnesses are needed for specific students, they shall be provided by the contractor at the contractor's expense.
18. Standees will not be permitted in excess of the seating capacity of any contractor-owned or operated vehicles on any route.
19. The Contractor will ensure that bus drivers and attendant/monitors when called upon by either the District or municipal authorities, will cooperate in the prosecution of cases before the court involving motorists who are charged with having passed a stopped school bus.
21. The Contractor shall comply in all respects with requirements of 8 NYCRR Part 156.3.

G. VEHICLES AND EQUIPMENT

1. The Contractor will use routing and scheduling software as directed by the district.
2. The Contractor agrees to have its drivers utilize the equivalent of a minimum 75 watt two-way radios and cell phones due to dead zones. All vehicles will be equipped

with two-way radios and cell phones. CB units are not acceptable.

3. All vehicles are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB (if applicable). Buses will be equipped with a permanently mounted camera and audio system such as SEON, 24/7 Security Inc, and Gatekeeper that must be accepted by the district in writing. The district must be provided with appropriate software to hear and view, pause, reverse and fast forward the videos. Portable cameras such as "GoPro" are not acceptable. Audio/Video recording history must be maintained for a minimum of 30 days. Proof of equipment must be made within 25 days of contract award.
4. A minimum of 3 cameras for small buses 20 Passengers or less - One for passenger area facing from front to back, one dash camera view outside of the bus and one facing the stepwell out to the service door. One camera must include an unobstructed view of the driver.
A minimum of 4 cameras on buses with more than 20 passenger capacity - One for passenger area facing from front to back, one for passenger area facing from back to front, one dash camera view outside of the bus and one facing the stepwell out to the service door. One camera must include an unobstructed view of the driver.
5. All vehicles are to be equipped with Bus Right GPS (Global Positioning System) that shall include the ability to track bus stopping times and locations, duration of stops, path traveled, image downloading and the ability to share the information with the district in an electronic format. GPS recording history must be maintained for a minimum of 30 days. Proof of equipment must be made within 25 days of contract award. BusRight tablets will be mounted in each bus and BusRight software will be utilized daily. The vendor would be responsible to acquire the tablets and mounting hardware. The district anticipated up to 30 tablets.
6. Requests by the district to the contractors for bus videos must be sent to the district within 24 hours of the request.
7. If a vendor installs stop arm cameras on its buses the contractor must inform the district.
8. The responsibility for the installation and maintenance of this equipment shall be with the Contractor. The Contractor shall include in their bid package, specific information about the camera and GPS system that will be provided
9. The use of this equipment shall be in conformance with District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within twenty-four hours of the District's request, and access shall be furnished through secured internet communication or other secured media transfer mechanisms.

10. The buses to be used in the contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. For the purpose of determining cost, the district will use the current transportation as outlined in the Appendix.

Section 2: Non-Performance Damages

One Thousand Dollars (\$1000) may be deducted from contract payments for the following:

- A. Each time a driver operates a vehicle in service under this contract when he/she has not received the proper training, instruction, and/or courses as specified herein within the time period.
- B. Each time a driver is found guilty or pleads guilty to a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
- C. Each school day or portion (for each occurrence i.e. if five cameras are not working on a particular day the district may fine the contractor \$5,000 for those violations) thereof the contractor provides services with a vehicle that does not have a two-way radio set, cell phone, GPS or cameras in sound working order.
- D. Each time a contractor transports an unauthorized rider on an approved school route.
- E. Each school day or portion thereof the contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
- F. Each school day or portion thereof that the contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of this contract and with all applicable laws, including structural and safety provisions.
- G. Each occurrence, after a driver unloads students at a facility or home drop off point, where a child has been left on the vehicle unattended.
- H. Each time a driver is caught smoking or vaping on the bus, or school property and each time a driver is caught eating or drinking on a school bus.
- I. Each time an accident/incident is not reported to the District immediately.
- J. Each time an unapproved driver is used.
- K. Each time a driver is using a cell phone to include texting while operating a school bus.
- L. Each time a bus does not have the proper equipment in it (ex. Harness, oxygen tank holder, wheelchair tie downs, or seat belts, car seats, etc.)
- M. Each time bus runs are doubled up without the District's approval.
- N. Each time a bus(es) and/or replacement bus(es) are more than 30 minutes late without good cause.

- O. Each time the Contractor has changed bus routes without prior approval by the District.
- P. Each time a driver makes an unauthorized house stop.
- Q. Each time the proper amount of vehicles are not supplied.
- R. Each time an onsite dispatcher is absent, and the district has to get involved with day-to-day activity.
- S. Each time a request by the district for a driver/monitor/attendant 19A or SED file is denied.
- T. Each time a request by the district for a driver handbook or standard operating procedure as it applies to school transportation is denied.
- U. Each time the presence of a district representative is denied attendance at bus driver/attendant/monitor training, safety meetings or refreshers.

Three Hundred Dollars (\$300.00) may be deducted from the contractor's subsequent payment for the following:

- A. Each time a driver uses inappropriate language
- B. Each time unsafe driving is observed
- C. Each time any other provision of the contract is violated
- D. Each time changes are made in BusRight not requested by the district. The contractor must inform the district within 24 hours of these changes. The contractor will be fined \$300 for each change of which the district has not been notified and approved.
- E. \$300/day up to \$1000 will be fined after 36 hours that a video is requested but not received.

In addition to the non-performance damages set forth above, in the event a strike, picketing, work stoppages, slowdowns, or other union/disruptive activity causes an interruption of services for more than twenty-four (24) hours, the District shall have the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the Contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the District. The Contractor shall be liable for all damages suffered by the District occurring as a result of work stoppage, slowdowns, disputes or strikes.

Section 3-Number of Children to be Transported

The number of children to be transported under these contracts shall be designated from time to time by the District's designee. The multi-tiered routing schedule is described in the Appendices for children attending district high school, middle school, and elementary schools.

Section 4-Insurance and Bonds (verify the insurance requirements with our insurance)

As a Contractor providing service to Poughkeepsie City School District District, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$5,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury Liability	\$3,000,000
Each Occurrence	\$5,000,000

Workers Compensation and Employers Liability

Worker's Compensation	State Statutory
Limits Employers Liability	
Bodily Injury by Accident	\$1,000,000 per accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 per Employee

Umbrella Liability

Each Occurrence and Aggregate	\$10,000,000
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Property

Property of Others in Your Care, Custody & Control	<u>\$ as agreed</u>
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The terms below apply to the required coverage:

1. The Contractor shall maintain, and in addition, shall assure that any assignee or subcontractor used by Contractor shall maintain, the following insurance coverages at all times:
 - a. **Commercial General Liability Insurance-** Such coverage shall be in place for all purposes during the performance of the Work, and shall continue thereafter for the purpose of Products/Completed Operations, and shall provide as follows:
 - i. Proof of insurance coverage shall be fully descriptive Acord Certificate of Insurance, and original copies of all relevant policy endorsements (including, at minimum CG 20 10 and CG 20 37). The certificate and endorsements shall name Poughkeepsie City School District District, its subsidiaries, affiliates and indemnities, and all officers, directors, trustees and committee members, employees, agents and representatives thereof as additional insured (the "Additional Insureds"). The Certificate Holder shall be the Poughkeepsie City School District District, 124 18 South Perry Street, Poughkeepsie, NY 12601.
 - ii. The coverage afforded to the Additional Insureds must be at least equal to \$5,000,000 per occurrence, \$5,000,000 aggregate.
 - iii. The coverage afforded to the Additional insureds must be written on a primary basis, and must not require or contemplate contribution by any other policy or policies or other insurance

obtained by, or available to, any Additional Insured.

- iv. Coverage is to include a Waiver of Subrogation in favor of the Poughkeepsie City School District and its subsidiaries and affiliates.
- v. Coverage is to include an affirmative endorsement to provide defense and indemnity against allegations of sexual abuse and molestation. Alternatively, a separate policy will be provided at minimum limits of \$1,000,000/\$3,000,000.

- b. **Umbrella/Excess Liability-** at least following form of underlying commercial General Liability policies, with limits of \$10,000,000. No aggregate shall apply to any coverage that is not subject to any aggregate in the underlying policy.
- c. **Automobile Liability-** covering any liability of Contractor and Additional Insureds with respect to the ownership, maintenance or use of any auto, with a limit at least equal to \$5,000,000.00 per occurrence, with Waiver of Subrogation in favor of the Poughkeepsie City School District and its subsidiaries and affiliates.
- d. **Workers Compensation, Statutory Disability-** where required, and all other insurance required by law or that District may reasonably request, covering Contractor and any subcontractors, with Waiver of Subrogation in favor of the Poughkeepsie City School District and its subsidiaries and affiliates. Regardless of which state Contractor is domiciled in, the Workers Compensation policy(ies) must list New York under Section 3.A (only listing in 3.C is not adequate).
- e. At Contractor's discretion, **Commercial Property and/or Marine insurance** covering all equipment & materials used by Contractor. At no time will the Poughkeepsie City School District or affiliates be responsible for any loss, damage, or theft of any equipment or materials belonging to the Contractor.

All Such liability policies described in this paragraph must contain Waivers of Subrogation in favor of the Poughkeepsie City School District District, its subsidiaries, affiliates, and indemnities, and all officers, directors, trustees and committee members, employees, agents, and representatives thereof.

- 2. All required insurance policies must be written on Occurrence forms with insurance companies licensed and admitted to do business in New York State. Such policies need to cover damages, losses, liabilities, and expenses, including, but not limited to attorney's fees, costs, court costs, expenses and disbursements, related to bodily injury, death or property damage (including loss of use therefore) arising out of or in connection with the Work. This indemnification obligation shall not be limited by any general or standard conditions provided by Contractor.

Save Harmless

Independently of the above insurance requirements and of the below performance bond requirement, and in addition thereto, the contractor, being the successful contractor herein, shall indemnify and save the District harmless from any and all claims and damages for bodily injury including death and property damage to any person or persons arising from the ownership, operation, use, including loading and unloading and control of the contractor's owned, hired, and non-owned vehicles in its performance of this transportation contract whether due to acts of negligence or other culpable conduct, omission or commission, breach of warranty, or strict liability in regard to its said owned, hired, and non-owned vehicles, in whole or in part, of such contractor, and whether or not due to contributing negligence of said school district, if any so long as not due solely to negligence, if any of said school district. The District shall give the contractor reasonable notice of any such claim received by the District and will cooperate with the contractor in the contractor's defense, litigation, or settlement of such claims or suits at the contractor's sole expense without recourse to said school district for contribution.

Performance Bond

The Contractor shall furnish a Performance Bond meeting all statutory requirements of the State of New York. All Surety companies are subject to the approval of the Owner and may be rejected by the Owner without cause. Except as otherwise required by the statute, the form and substance of such bonds shall be satisfactory to the Owner in the Owner's sole judgement. Bonds shall be executed by a responsible surety licensed to do business in New York with and A.M. best rating of "AZ" or better as to PolicyHolder Rating, and "IX" or better as to "Financial Size Category." Such bonds shall remain in effect for a period not less than two (2) years following completion of the work by the Contractor. Bonds shall further be executed by a surety that is currently listed on the U.S. Treasury Department Circular 570 entitled "Companies Holding Certificates of Authority as Acceptable Sureties on Federal and as Acceptable Reinsuring Companies," as amended. The Performance Bond and the Labor and Material Payment Bond shall each be in an amount equal to 100% of the Contract Sum. Every Bond must display the Surety's Bond Number. Each bond must be accompanied by an original Power of Attorney, giving the names of Attorneys-in-fact, and the extent of their bonding capacity. A rider including the following provisions shall be attached to each Bond.

1. Surety hereby agrees that it consents to and waives notice of any addition, alteration, omission, change, or other modification of the Contract. Such addition, alteration, change, extension of time, or modification of the Contract, or forbearance on the part of either the District or the contractor to the other, shall not release the Surety of its obligations hereunder and notice to the Surety of such matters is hereby waived.
2. Surety further agrees that in events of any default by the District in the performance of the District's obligations to the Contractor under the Contract, the Contractor or Surety shall cause written notice of such default (specifying said default in detail) to be given to the District, and the District shall have thirty (30) days from time after receipt of such notice within which to cure such default, or such additional reasonable period of time as may be required if the nature of such default is such that it cannot be cured within thirty (30) days. Such Notice of Default shall be sent by certified or registered U.S. Mail, return receipt requested, first class postage required, first class postage prepaid, to the District.

If asked, the Contractor shall deliver the required bonds to the District prior to the commencement of the within contract. The Contractor is not authorized to proceed until such

bonds have been reviewed and approved. If the surety on any Bond furnished by Contractor is declared bankrupt or becomes insolvent or its right to do business is terminated in or it ceases to meet to the requirements of the Article, the Contractor shall within ten (10) days thereafter substitute another Performance and Payment Bond and surety, both of which must be acceptable to the District.

Any failure on the part of the Contractor to perform as per the specifications of the Contract will be deemed a breach of the condition for faithful performance.

It is hereby expressly provided that if the Contractor is adjudged a bankrupt or makes a general assignment for the benefit of its creditors or if a receiver is appointed on account of its insolvency, or if it defaults in the due performance of this contract or if it persistently disregards laws, ordinances, rules, and regulations or orders or any public authority having jurisdiction, or otherwise is guilty of a substantial violation of a provision of this contract, then the District will initiate action on the bond. In any such case the contractor shall not be entitled to receive any further payment and the District may lawfully expend and apply any monies constituting the unpaid balance of the contract price to either complete this transportation contract by whatever method the District deems best or, as the case may be, to pay over the applicable portion or the whole thereof to the contractor's bonding company after its due performance of the transportation contract in accordance with its performance bond; all without prejudice to any other right, remedy, or recovery on the part of said District.

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

Any bonding company who submits a performance bond for this transportation contract thereby agrees to each and every provisions of this contract and hereby waives notice of any alteration or change in this contract made or that may be made within the allowable provisions thereof.

Section 5-Bid Bond (Proposal Bond)

Each Proposer will be required to furnish, at its own expense, a bid bond or certified check in the amount using an estimation of ten (10) percent of the transportation service contract. The bid bond or certified check will be returned after the District and Contractor(s) have executed the contract, provided a performance bond is in effect or the requirement for a performance bond is waived by the District.

In the event of failure or refusal of the Contractor to execute and deliver the contract together with the performance bond if required, the bid bond or certified check submitted with the proposal shall become property of the District. Certified checks shall be made payable to Poughkeepsie City School District. Bid bonds shall use the same description.

Section 6-District and Contractor Responsibility

- A. The Contractor will provide school buses and supplies including fuel. The Contractor will employ school bus drivers and attendants/monitors and provide supervision over the operation of the school buses. The Contractor will provide insurance. The Contractor will assist the District in designing more efficient routes using BusRight software, subject to the District's prior approval. If there is any question about mileage or route timing as stated in the specifications or the Appendices of the RFP, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in his/her proposal. The Contractor will provide the District with New York State DOT BUSNET results four times a year.
- B. The successful contractor shall be required to furnish the District's representative within six (6) weeks after the start of the school actual route mileage for each route, unless State Education Department requires earlier notification. Once the contractors submits to the district a corrected invoice, the district will have 30 days to remit payment.
- C. Buses: Large buses are to be at least 65-72 pupil capacity. Any new buses acquired for this contract may be required to be fitted with a three (3) point seat safety belts at the discretion of the District. Depending on students' educational needs, some vans up to 30 pupil capacity and minivans/suburbans may require air conditioning. Some vans maybe required to have a lift in order to transport students in wheelchairs
- D. School Year and Number of Days: The school year will be a minimum of 180 days with the actual year to be determined by the District through contractual agreements with employees. This may vary from year to year, and in any case, will be governed by the actual school calendar as adopted by the District including the calendar of all other schools for which all other schools are open or closed for any reason. Transportation is to be furnished on such other days as the Superintendent of Schools is responsible to determine the closing or delayed opening of school due to emergency conditions. Every effort will be made to make decisions prior to dispatching buses.

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

Transportation on half days, during exam periods in January, June and August, and other days when regular daily transportation schedule is not followed, the contractor agrees to provide the necessary and required transportation for such days as he/she does for each regular school day. Contractor is obligated to follow a revised time schedule.

- E. Late Penalties: Certificates of Insurance and performance Bonds if required, must be received prior to the expiration of the previous document. A \$1,000.00 per day fine will be levied for late Certificates of Insurance and Performance Bonds.
- F. Route Responsibility: If there is any question about route mileage or route timing as stated in the specification, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in his/her proposal. No adjustments will be made in the contract price after award of the contract except as provided in other clauses of these specifications.
- G. Books and Records: The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract. In addition to this requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract(s) may be examined at a mutually agreeable time by duly authorized representatives of the District. Records maintained 3 years after termination of contract per NYS section 362S Ed Law.

Section 7-Addition or Deletion of Buses

After the contract is awarded, the District reserves the right to add or delete buses from the number originally needed for the contract. The amount of compensation to be paid to the Contractor for any work so ordered shall be determined by the applicable prices set forth in the proposal forms. The District shall not be liable for any extra services or increased compensation unless authorized by the District's written order. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, School employee changes, traffic and construction demands, etc. The Successful Contractor 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 proposal.

Section 8-Laws of the State of New York and Regulations of the Commissioner of Education

The Contractor will comply with all applicable federal laws, laws of the State of New York and the requirements of 8 NYCRR Part 156.12 of the Regulations of the Commissioner of Education.

Section 9-School Locations and Time Schedules

Current schedules and destinations will be provided by the District. The schedules and routes may be modified at the discretion of the District.

Section 10-Fleet Information and Bus Replacement (Contractor Owned Buses)

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

Section 11-Routes

Trial route runs will be conducted prior to the start of school. Contractor will follow District generated and other routes. The Contractor agrees to cooperate with the District in revising the trips specified to herein improve service, operating efficiencies or economy.

Section 12-Cost Forms

Costs for Transportation must be submitted in the format required by the school district.

Section 13-Equal Opportunity and Non-Discrimination

The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap, condition, marital status, national origin, race, sex, sexual orientation, veteran status, or political opinion or affiliation. The proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition; marital or parental status, national origin, race, sex, sexual orientation, veteran status, or political opinion or affiliation. Such action shall include, although not limited to the following; Employment, upgrading demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selections of training including apprenticeship. The proposer agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause. The successful proposer states that all qualified applicants shall receive considerations for employment without regard to age, color, creed, handicap, condition, marital or parental status, national origin, race, sex, sexual orientation, veteran status, or political opinion or affiliation. The successful proposer shall cause subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements, and employment practices it shall perform. The utilization of minority vendors and subcontractors are encouraged, whenever possible, on public contracts. The successful proposer should make full efforts to locate minority business persons.

Section 14-Proposal

- A. Proposals must be received by the Poughkeepsie City School District by 10:00 a.m. on June 24, 2025 in an envelope clearly marked:
- B. Proposals must include copies of all pages of the RFP with each page initialed by the contractor.
- C. Please submit two hardcopies and thumb drive containing your proposal.
- D. The district will provide an electronic spreadsheet and the contractor must submit the RFP in electronic form (on a thumb drive provided by the contractor) using the district provided spreadsheet. Handwritten copies of the district provided spreadsheet will not be accepted.

Section 15-Evaluation of Proposal

The proposal or proposals will be evaluated by a committee established by the District based on the public notice soliciting proposals.

Proposals for transportation must include cost using the format of the form in the RFP and/or the alternative pricing proposal for different configurations and number of buses. All proposals must include signed, Non-collusive Statement in the format of the form included in the RFP.

Section 16-Award

The District may endeavor to make an award as soon as feasible. All proposals shall remain firm during that time period. ***The District further reserves the right to make awards to any proposer who has not provided written notice to the District that its proposal has been withdrawn.***

Section 17-Term

The term of the School Year Contract(s) is for a period of one year commencing on September 1, 2025, or upon approval by the Board of Education, ending June 30, 2026. It may be extended by the District and Contractor under the provisions of the Regulations of the Commissioner of Education and New York State Educational Law for up to five years with Board of Education approval.

Section 18-Contract Non-Assignable

- A. The Contract for transportation or any right, title, or interest therein may not be assigned by the Contractor without the written approval of the District.
- B. The Contractor may not engage subcontractors, hire others to perform all or part of the agreement, nor otherwise delegate the contractor's obligations to perform under the contract, unless approved by the District.

Section 19-Storage of Buses and Maintenance and Repair Facility

Every proposal must address the location of the bus repair and maintenance facility. The facility or facilities must be located in a reasonable distance so as to provide quality and timely service (within 30 minutes) on a daily basis and in case of emergencies. Failure to address the location or to provide a reasonable location will affect scores on Fleet inspection, maintenance schedule, and safety. The School District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. The District may require bus/van parking, storage, maintenance and/or repair at a facility of its choice during the contract period.

Section 20-Termination

The successful Contractor shall understand that in the event of failure, omission or neglect of

the Contractor to observe the respective rules and regulations herein, or as hereto annexed or as hereto included by reference, or of the conditions, rules and regulations of the Commissioner of Education, or the specification herein or hereto annexed, and the said neglect, failure to omission continues to persist for a period of time such that the health and welfare of the students being transported is in jeopardy as determined at the sole discretion of the District, the District may take the following actions:

- A. Terminate any contract, at its sole discretion because of unsatisfactory service or unsafe operation.
- B. If the contractor, after being notified, fails to correct any improper or unsatisfactory condition within three (3) days, notice of cancellation or termination of contract shall be made by the District in writing and sent to the Contractor via certified mail to the office and address of the Contractor as indicated in the form of Proposal.
- C. In the event that the Contractor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure any such failure within the five (5) days of notification, the District reserves the right to terminate said contract for default, and in order to protect the continuity of operations, the required services may be procured from a satisfactory proposer, or from any other source the District deems acceptable. During the five (5) days, liquidated damages as described herein shall be assessed. The Contractor shall be responsible for all costs incurred by the District as a result of its failure to comply with the terms and conditions of its contract.
- D. The District, with five (5) days written notice and without cause, may terminate this contract in whole or in part. If this contract is so terminated, the District shall only be liable for payment in accordance with the provisions of the contract for services or supplies rendered prior to the effective date of termination.
- E. If required, call upon the surety that issued the Performance Bond to the Contractor to fulfill the obligations under the terms of said Performance Bond.

**Poughkeepsie City
School District
18 South Perry
Street
Poughkeepsie, NY 12601**

Appendices and RFP Forms

APPENDIX A

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

I. CONTRACTOR QUALIFICATIONS

The work and services described in these documents include the performance of activities directly affecting the safety of the students of the Poughkeepsie City School District (the District) and the public generally. The District may make any investigation necessary to determine the ability of the Contractor to fulfill the Contract and the Contractor shall furnish the District with all such information as determined by the District for this purpose as the District may request. If, in the opinion of the District, the Contractor is not properly qualified or responsible to perform any obligations of the Contract, the District reserves the right to reject its proposal.

The following minimum requirements must be met to qualify:

- A. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the District with a copy of its BUSNET Bus Inspection Operator Profile Summary for the latest two periods. The District expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10%. The District reserves the right to reject any proposal from a Contractor that it deems is not performing adequate maintenance to its school bus/van fleet. The location for bus storage and the repair and maintenance facility must be included in the proposal.
- B. The Contractor must possess and provide the District with a copy of its Company Drug and Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter.
- C. The Contractor must employ a Safety Supervisor(s) who is a New York State Department of Motor Vehicles-Certified Article 19-A Examiner and a State Education Department-certified School Bus Driver Instructor (SBDL). The Contractor must provide the District with the names and respective certification numbers of all employees so certified. The Contractor must also employ a terminal manager.
- D. The Contractor shall provide the District with a reference list which lists the names of all school districts serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with. This reference list shall include all schools the Contractor has served during the past ten (10) school years. The Contractor must have held contracts with these schools under the same company or corporation name.
- E. The Contractor must be financially responsible as demonstrated by:
 - 1. The submission of audited or reviewed financial statements that, in the opinion of the District, have been satisfactory for the last three (3) years.
 - 2. The submission of a list of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens. Said list must, in the opinion of the District, not indicate any potential for future operating or financial problems which could negatively impact service to the District.

3. The Contractor has not been denied a Performance Bond within the last seven years. The cost of the Performance Bond will help determine the degree of financial responsibility.
 4. A satisfactory credit history as demonstrated by a review that may be made by the District.
- F. The District reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of these documents, including a copy of the drivers' contract with their union (if applicable). Upon investigation and evaluation, the District may choose to reject any proposal where it is found that the Contractor's qualifications are not consistent with the information presented.

II. PROPOSALS

A. Proposal Procedure and Requirements

1. The date and time of the opening of proposals are given in the Public Notice.
2. All proposals must be submitted on and in accordance with forms provided by the District and included in this document. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures clearly written in ink. The zip file must include typed whole dollars figures. No hand-written dollars on the electronic zip file.
4. Except where specifically noted otherwise, all requested alternates will be bid. The District reserves the right to accept incomplete proposals which are to the best interest of the District.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing the same. No initials, stamp, photocopy of 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.
6. Contractors will provide, along with the complete proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all schools (including dates of service) which they have served during the past ten (10) years and a summary of their experience over at least ten (10) years of successfully operating a complex school transportation program in compliance with the applicable laws, rules, and regulations of the State of New York. In lieu of organizational experience, staff experience must be demonstrated. Contractors will also provide, along with the completed proposal, an auditor (certified or reviewed) financial statement.

7. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specification may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
8. Prices and information required, except the signature of the Contractor, should be handwritten or typed for legibly. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile or printed signatures are not acceptable.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
10. All proposals received after the time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the District reserves the right to waive what it deems proposal or specification informalities relating to a specific proposal to reject any and all bids, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, as in the District's judgment, it deems to be in the best interest of the District.**
11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.

A. Contractor's Certification

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

B. Interpretation of Documents

No interpretation of the meaning of the specifications or other Contract document will be made to any Contractor, orally, except at the meeting of contractors who wish to submit proposals.

C. Contract

1. Each proposal will be received with the understanding that its acceptance, in

writing, by the District, approved by the District, to furnish any or all of the items described shall constitute a Contract(s) between the successful Contractor and the District. The Contract shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.

An Email notice of award to a successful Proposer, to the address given in the proposal, will be considered sufficient notice of acceptance of the Contract.

2. If the successful Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Contractor fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, then the District shall have the right to declare the successful Contractor in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Contractor in default may upon written notice to the successful Contractor, take the following action:
 - a. Withhold any funds due the successful Contractor under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the District might have against the successful Contractor.
 - b. Commence providing the services contracted for with the successful Contractor, either directly or through another contractor. The successful Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in contracting with another party.
3. It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part hereof to any person, company, or corporation, without the previous written consent of the District.
4. The Legal Notice, General Conditions, Bidder Qualifications, Specifications, and any 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(s) itself.
5. 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.
6. It is understood that the Contract(s) in no way excludes the District from using their own vehicles, or services provided by BOCES or other schools, or in any way limits the District from using other contractors in performing similar or other services.

D. Guarantees by the Successful Bidder

1. The District may at any time, by a written order, require the performance of extra work or changes in the work as it may find necessary or desirable. The amount of compensation to be paid to the Contractor for any extra work as so ordered shall be determined by the applicable prices set forth in the contract. The District shall not be liable for any extra work or increased compensation unless authorized by the District's written order.
2. All material services, workmanship, and credit history shall be subject to inspections, examination, and test by the District at the District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.
3. The successful Contractor warrants and guarantees:
 - a. That the Contractor is financially solvent and 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.
 - b. That it shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the proposed Contract(s). The Contractor shall also conform to the Automobile Insurance and Commercial Liability Insurance requirements set forth in the Specifications section of this document.
 - c. That it will comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the District.
 - d. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the District.
 - e. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, sexual orientation, age, national origin, disability, gender, or marital status. 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.
 - f. That it will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, sexual orientation, age, national origin, disability, gender, or marital status.
 - g. That it will comply with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.

- h. The successful Contractor will comply with any and all other applicable Federal, State and/or local laws, rules, and regulations as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.

E. Payments

1. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the 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 District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon Final Payment, if this be improperly delayed.
2. Payments of any claim shall not preclude the District from making claims for adjustment on any item found not to have been in accordance with general conditions and specifications.
3. The District may withhold from the Contractor so much of the payment due him/her as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right, as agent for the contractor to apply any amounts so withheld in such manner as the District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.

Payment for services rendered under the provisions of a Contract(s) awarded hereunder shall be made upon receipt of properly itemized invoices submitted to the District. Such payments shall be made monthly on the basis of services already rendered. If the invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment will ordinarily approximate one-tenth (1/10) of the yearly Contract(s) amount, with a total of ten (10) payments per year. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revision that would affect the total yearly cost. Any partial payment service is to be billed on a prorated daily basis.

F. Savings Clause

The successful contractor 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 controls of the successful Bidder except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

G. Personnel Matters

All transportation personnel shall be the responsibility of the Contractor. All drivers and assistant drivers must treat children carefully and respectfully. All school bus drivers, mechanics, bus attendants and assistant drivers must meet all legal and regulatory requirements for holding their respective positions and shall in all respects follow all requirements of law, ordinance, or regulation of the Commissioner of Education,

including all required driving, licensing, training, and certification. The District reserves the right of driver assignments and the District reserves the right to assign most effective and/or experienced drivers and/or assistant drivers to the most sensitive routes.

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 Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and State law.

1. It is recognized that for the protection of the children, drivers, and all other persons coming in contact with the children, must be of stable personality and of the highest moral character. The 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 serve as assistant drivers, 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 serve as a bus attendant who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. All bus drivers, and bus monitors/attendants must either be bilingual with one language being English, or monolingual English speakers.
2. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District shall have the right to remove any person. The respective District reserves the right, in the exercise of its sound discretion, to reject drivers or bus attendants or to direct that they be replaced, without being limited to considerations of health and driving records.
3. The Contractor's Terminal Manager will be directly responsible for the operation of all buses under contract and for contact with parents regarding transportation problems within the District, provided, however, that all such operations and parent contacts are authorized by the District.

Said District's Manager also shall be responsible for compliance by drivers with the District's transportation policy, all statistical studies and reports required by the District, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver, and student discipline problems, and accidents reports.

Said Manager and his/her duly authorized designee, shall arrange with the District to be available on-site during all hours that services are being performed pursuant to the

Contract(s), as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the District. The Manager will notify the District immediately of any breakdown, accident or medical emergency.

4. All drivers, attendants provided by the Contractor pursuant to the Contract(s) shall be properly dressed.

5. The Contractor must comply with all state, federal, and local laws and regulations, and Regulations of the Commissioners of Education and Motor Vehicles, regarding school bus driver employment and bus operation, and any regulations relative to the employment of bus assistants
6. Each driver and/or bus assistant performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules, and regulations of the State of New York. The Contractor shall employ a qualified SED-certified School Bus Driver Instructor. Any contractor hereunder must comply particularly with the Regulations of the Commissioners of Education and Motor Vehicles as they apply to safety regulations for drivers.
7. Prior to the beginning of each school year each school bus driver performing services pursuant to the Contract must undergo the physical examination required by Section 156.3 c (2) of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the District in writing on the forms prescribed by the Commissioner. The costs of such examination shall be paid by the bus driver or by the Contractor.
8. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District's Superintendent of Schools or designee.

The Contractor shall submit to the Superintendent of Schools (and any time requested by the district within twenty-four hours of the request) no later than 14 days prior to the beginning of each contract year, a list of names and addresses, and complete copies of the Article 19-A files (where required) for each regular and substitute driver and attendant employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place.

9. The Contractor shall at all times have "standby drivers" available in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of "standby drivers" shall be less than 10% of the drivers required to bring children to and from school on a regular basis. They are not to be used in any other capacity without written approval by the district.
10. The Contractor shall be responsible for providing practice and instruction to the driver with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows, and roof hatches as a means of escape in case of an accident. Similar drills for students shall be conducted by the drivers under the general supervision of the Contractor and the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Normally these drills are conducted three times annually, during the first week of school year, and as specified by SED.
11. **The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior approval of the District.** Additionally, prior to the first day of

school and throughout the year(s), as needed, all drivers shall traverse (“dry run”) their assigned routes until they become thoroughly familiar with all stops and roads.

12. The Contractor, along with their respective drivers, will be responsible for the safety and supervision of the children transported under the Contract(s). The judgment of the District as to the adequacy of such supervision shall be final. The transfer of children transported under contract from one vehicle to another, or one route to another, may not be undertaken by the Contractor without the expressed approval of the District for such transfer(s). Approval may be denied by the District if it is in the best interests of the child(ren) to do so.
13. **No Pre-K or kindergarten student and children requiring transportation as an element of their IEP are to be released without supervision as specified in the RFP. Drivers violating this requirement will lose their approval as school bus drivers for the District.**
14. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District’s premises or buses utilized pursuant to the Contract(s) by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants, no vaping, no weapons, or prescription drugs. Additionally, no smoking is allowed on any bus, or on school property, by the Contractor’s employees prior to, during or after the provision of services to the students. The Contractor is required to fully inform its employees of this provision.

H. Vehicles

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

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

Due to the unique capabilities of certain school buses and vans, the Contractor must maintain spares of each type of vehicle utilized. The following safety features must be installed on all school buses and vans:

- a) working seat belts installed for each seating position;
- b) high back padded passenger seats;
- c) flashing red school lights and fully-functioning stop sign;
- d) two-way radios of at least 75 watts capacity sufficient to reach all vehicles in operation from the dispatch point to all parts of the district;
- e) handrails that pass industry standard drawstring tests;
- f) “eyebrow” crossover mirrors installed on both front fenders;

- g) video and sound equipment as specified in this RFP.

The Superintendent of Schools or his/her designee reserves the right to reject school buses to be used under this Contract(s). In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses. Replacement buses must be made available within 20 minutes in the event of a breakdown.

2. Contractors are required to provide with the Proposal, the make, model, year, fuel type and seating capacity of each school bus and van to be used in fulfilling this Contract(s). When any changes are made, the District shall be notified immediately in writing.

I. Facilities

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

J. Tolls

The cost of tolls incurred by the Contractor will be reimbursed by the District upon adequate documentation as determined by the District.

K. Safety Requirements

School buses and vans providing service under this Contract(s) must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The District reserves the right to require any and all precautions for the safety of students in their transportation to and from school. All students are to enter and leave buses at the curb and at no time are students to be transported off public highways, except in compliance with present practice. All school bus drivers and assistants will be trained as to how to ensure students are safely loaded and unloaded. This training shall include, but is not limited to, an understanding that all children must be supervised carefully at all times. All bus drivers shall be trained and must possess a complete understanding of proper crossing techniques for students who are "crossers" and be absolutely committed to observing the "15-foot rule" whereby students must be safely away from their bus by at least 15 feet before the driver closes the bus doors and pulls away from a bus stop. As required by New York State Education Department Regulation, all bus drivers operating buses under this Contract shall have completed the minimum pre-service driver training, have completed the 30-hour School Bus Driver Basic Course of Instruction, and receive at least two (2) refresher classes of two (2) hours duration at times consistent with the regulation (the first between July 1 and the first day of school

and the second between December 1 and January 31. The District encourages the Contractor to exceed these minimum training requirements by holding additional safety classes periodically.

L. Route Scheduling

1. The District reserves the right to set-up all routes, to change any and all routes, the times routes are to be operated, bus stops and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the RFP. No route changes (particularly the adding of bus stops) are to be made by the Contractor without the prior permission of the District.

The District also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges.

2. Both parties to the Contract(s) agree to cooperate in revising the trips specified therein to improve service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without prior approval by the respective Superintendent of Schools or his/her designee.
3. The Contractor will be responsible for furnishing transportation to the schools and locations and to any additional school or location as may be requested by the District. It shall be understood that placements and enrollment changes can occur thus causing the District to alter pre-established routes. The District has the exclusive right to make changes to routes, not the Contractor.
4. Dismissal Schedules - The service contracted for is mutually understood to be contingent on the time schedules set forth in the specifications.

Contractor agrees to provide emergency transportation as requested by the District.

5. The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the District. Any request for said information must be supplied in a reasonable timeframe but not to exceed three (3) business days. No route changes are to be made by the Contractor without prior written permission from the District. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges.

M. Operating Matters

1. District's Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor.
2. Driver Training and Additional Training: All bus drivers and assistant drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, Section 156.3. The cost of such instruction shall

be paid by the Contractor. The District's administration must be invited to all training. All drivers are required to receive training in the use of the BusRight software.

3. Emergency Bus Drills: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location and use of all emergency doors, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The drivers shall be responsible for instructing their student riders as to the above when so directed and supervised by the Contractor's "Safety Supervisor".
4. Emergency Closings: The Contractor shall be available to consult with the respective Supervisor/Coordinator during times of inclement weather, about road conditions and the potential of early dismissals and closing school.
5. Contractor's Monthly Reports: The Contractor shall deliver to the District a written report of operations on a monthly basis at the same time that the monthly invoice is submitted. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline and required activity, rules of regular bus driver hours, and other items related to the performance of the contract(s). A sample format is included (in this RFP). The Contractor and the District designee shall meet prior to September 1st to finalize the information to be contained in this report.
6. Accidents/Incidents: In the event of any accident/incident where police or emergency response is required involving the operation of a school bus under this Contract(s), the District shall be notified immediately. The local police shall also be notified of all accidents and must conduct an investigation. If required and as soon as possible thereafter, all appropriate State agencies shall be notified. A Report of School Bus Accident, Form MV104f, shall be completed and forwarded to these State agencies in accordance with instructions. The District shall receive a copy of this report faxed, scanned, e-mailed or hand delivered to the transportation department within 24 hours after the Contractor has received the official police report.
7. Driver's Daily Reports: Each bus driver shall be required to file a daily report on a form approved by the District describing the condition of his/her assigned bus, its mechanical/body condition, and a description of any maintenance action performed, if required. These reports shall be maintained in a binder for each bus, the binder will include the past six (6) months' reports and will be presented to the Department of Transportation Inspector as he/she may require. The District reserves the right to examine these reports at any time during regular business hours.
8. Rights to Property: As a condition of this Contract(s), the Contractor agrees to allow any member of the District on any property connected with the service provided to the District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract(s). The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by the District's

administrative personnel or designee.

9. **Exclusivity Clause:** Only those children, adults or other persons authorized by the District to be transported shall be transported under the Contract(s). **The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of students from other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related contract(s) with another school, district, or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes.**

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

N. Disputes

In case of any ambiguity, inconsistency, or error in any of the contract documents or of a conflict between the provision of a contract document and provisions of a state law or regulation, the Contractor is required to draw such matter to the attention of the District before he/she submits his/her proposal. If the contractor fails to do so, his/her proposal may be rejected.

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

Should changes in the District's operation require an increase or decrease in the number of vehicles, time of route, or number of bus attendant/monitors needed to properly operate the program(s), the Contract will be amended to reflect the change by using the bid amount quoted per vehicle on the "Form of Proposal". These costs shall reflect the appropriate renewal increases.

The District must be notified within (10) days of any changes in vehicle times which will result in a change in contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation, which may be due to the contractor pursuant to these specifications. Based on the way the "Form of Proposal" is written this will be a critical item for the contractor to observe.

P. Compliance with Title IX Regulations

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

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

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

R. Pupil Transportation Policy

The specific elements of the District's Transportation Policy require it to be in compliance with the Laws of the State of New York as it concerns the rules, regulations, and directions of the Commissioner of Education, Department of Motor Vehicles, and the Department of Transportation, to safeguard the comfort and safety of the children to be transported on school buses to and from local bus stops and schools.

S. General Bid/Proposal

The proposer certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services proposed on this bid/proposal.

APPENDIX B

CHECKLISTS & PROPOSAL FORMS

PROPOSER'S CHECKLIST

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



	Bond or certified check (Bid bonds may be combined for regular and other purpose transportation)
	Proof of bond ability for performance bond
	Insurance certificates with appropriate coverages
	Responses to previous experience of the contractor in transporting students
	Responses to information on the transportation company where the principals of the contractor have been an owner or a manager and previous experience
	Responses to description of the contractor's safety plan and training programs
	Responses to record of accidents in motor vehicles under the control of the contractor
	Responses to driving history of employees of the contractor
	Responses to inspection records and model year of the motor vehicles under the control of the contractor. Proposer must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulation, and vehicle inspection requirements. The successful proposer shall provide a copy of the NYS DOT BUSNET summary and profile with the proposal.
	Responses to maintenance schedule of the motor vehicles under the control of the contractor
	Responses to financial analysis of the contractor including certified or reviewed statements including balance sheet and income statement
	Responses to compliance with insurance requirements
	Any other information or data the contractor wishes to provide that further shows its experience or qualifications and/or ensures that high quality service will be provided to the district
	Vehicle list

_____ Each form of proposal completed:

1. Proposer Information Form
2. Cost of Performance Bond (If Required)
3. Experience in Pupil Transportation Form
4. Hold Harmless Agreement
5. Non-Collusive Bidding Certification Form
6. Conflict of Interest Form

_____ All pages of proposal documents included and initialed

_____ All proposals properly signed

_____ One (1) original and five (5) copies of proposals and related materials

Proposals to be opened:

AT: 10:00 a.m.

DATE: June 24, 2025

LOCATION: Poughkeepsie City School District Office
18 South Perry Street
Poughkeepsie, New York 12601

TRANSPORTATION INFORMATION AND PROPOSAL FORM FOR PUPIL TRANSPORTATION

Proposer Information

Company: _____

Address: _____

City: _____ **State** _____ **Zip** _____

Telephone: _____

Fax: _____

Bid Bond or Certified Check

(10%) of the Estimated proposal cost made payable to:

Poughkeepsie City School District in the amount of:

\$ _____

AND agrees that such bond shall be a measure of liquidated damages should the Proposer fail in delivery of the agreement.

Pursuant to these Specifications, Proposers must submit the last three (3) years of audited financial statements, proof of the ability to obtain a 100% performance bond, and the vehicle list of the Contractor must be included with the proposal on Appendix B.

Proposers should note that information about the current service is available for review, and a good faith estimate of required services for the above-referenced school years have been provided. Changes, school employee contract changes, traffic and construction demand, etc., the successful Contractor guarantees that he 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.

Signature _____ Date: _____

Print Name and Title: _____

Subscribed and sworn to before me

This _____ day of _____, 20 _____

(Notary Public)

**Poughkeepsie City School District
Contractor Pre-Employment Checklist for Assistant Drivers (Bus
monitor/attendants)**

		Comments
Company Application	[]	
SS Card & Alien Paperwork	[]	
Previous Employer Check	[]	
Miscellaneous	[]	

Interview _____
Approval _____ Date _____

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

Approval to Hire _____ Date _____

Poughkeepsie City School District District

Contractor Pre-Employment Checklist for Drivers

Applicant Name _____
(print)

(PHASE 1)
Comments

Company Application	<input type="checkbox"/>	
Copy of License, SS Card & Alien Paperwork	<input type="checkbox"/>	
Abstract	<input type="checkbox"/>	
Previous Employer Check (3 yrs. back)	<input type="checkbox"/>	
Drug & Alcohol Policy	<input type="checkbox"/>	
3 Letters of Reference	<input type="checkbox"/>	
Miscellaneous	<input type="checkbox"/>	

Interview _____
Approval _____ Date _____

(PHASE 2)
Comments

19 A Application	<input type="checkbox"/>	
Fingerprint Cards	<input type="checkbox"/>	
Annual records Review	<input type="checkbox"/>	
Physical/Medical	<input type="checkbox"/>	
Road Test	<input type="checkbox"/>	
Written Test	<input type="checkbox"/>	
Physical Performance Test	<input type="checkbox"/>	
Drug Test Results	<input type="checkbox"/>	
Pre-Service Training	<input type="checkbox"/>	
Miscellaneous	<input type="checkbox"/>	

Approval to
Hire _____ Date _____

APPENDIX C

LIST OF EQUIPMENT

(Vendor to supply)

APPENDIX D

COPY OF MONTHLY REPORT

MONTHLY REPORT TO THE POUGHKEEPSIE CITY SCHOOL DISTRICT

FOR _____, 20____

1. # Full Operating Days Scheduled for This Month _____ days
2. # Full Operating Days Actual for This Month _____ days
3. # Full Operating Days Remaining Year-To-Date _____ days
4. # Full Operating Days Actual Year-To-Date _____ days
5. Home to School Mileage:

	Monthly	Year-to-Date
a) Regular Runs	_____	_____
b) Disabled/Spec Ed	_____	_____
c) Private/Parochial	_____	_____
d) Late Runs	_____	_____
e) Other (describe)	_____	_____
f) Total Home-To-School	_____	_____

6. Accident Information:

Please describe any incidents, including driver, bus number, cost, explanation:

7. Safety and training activity:

8. Operating changes new this month (new routes, policies, procedures, etc.)

9. Please Provide pupil counts as requested by the District.

APPENDIX E

SCORING DOCUMENTS

Poughkeepsie City School District Scoring Document

	Category	Weight
1	Previous Quality of Experience of the Proposer in School Transportation	13
2	Owner of Previous Transportation Companies	6
3	Safety Program	6
4	Accident History	8
5	Record of Drivers	8
6	Fleet Inspection Record and Vehicle Replacement Schedule	6
7	Maintenance Schedule of Vehicles	2
8	Financial Analysis	8
9	Insurance Requirements	3
10	Cost- points to be prorated on percentage over lowest cost	40
Total		100

Contractor_____ Date _____

Rater_____ Date _____

Pupil Transportation Proposal Scoring Document

Date: _____ Contractor: _____

Checklist and score: _____ Evaluator: _____

1. Quality of previous experience in School Transportation

Maximum Score: 13 Points SCORE: _____

A. Completed experience form

.

B. Other information or data

.

2. Owner of all Previous Companies

Maximum Score: 6 Points SCORE: _____

A. Response to information on the transportation company where principles of the contractor have been an owner or manager and previous experience.

Maximum Score: 6 Points SCORE: _____

3. Safety Program

A. Description of Safety Program

.

4. Accident History

Maximum Score: 8 Points SCORE: _____

A. Record of accidents in Motor vehicles under the control of the contractor including loss runs for all compounds and subsidiaries.

5. Record of Drivers

Maximum Score: 8 Points

SCORE: _____

A. Driving history of employees of the contractor including

DMV affidavits and NY State Roster for each drivers operating
out of locations nearest to _____

6. Fleet Inspection Records and Vehicles Replacement Schedule

- A. NYS DOT BUSNET summary for _____ Maximum Score: 6 Points SCORE: ____
closest facility
- B. Vehicle list and information

7. Maintenance Schedule of Vehicle

Maximum Score: 2 Points SCORE: _

- A. Responses to maintenance schedule of the motor vehicle under the control of the contractor
-

8. Financial Analysis

Maximum Score: 8 Points SCORE: _

- A. Bond or certified check: 2 points
B. Proof of bond ability for performance bond: 2 points
C. Cost of performance bond: 2 points
D. Responses for financial analysis of the contractor, including

Consolidated financials for all companies and subsidiaries: 2 points

9. Insurance Requirements

Maximum Score: 3 Points SCORE: ____

- A. Letter on other information from insurance company guaranteeing appropriate coverages.

Maximum Score: 40 Points SCORE: ____

10. Cost

- A. Lowest Cost: 45 points
B. Higher Cost: Points to be pro-rated on percentage over lowest cost.

TOTAL SCORE: _____

MAXIMUM POSSIBLE TOTAL SCORE: 100 POINTS

APPENDIX F

CONFLICT OF INTEREST; NON-COLLUSIVE BIDDING CERTIFICATION; AND HOLD HARMLESS AGREEMENT

CONFLICT OF INTEREST CERTIFICATION

Name of Proposer _____

Business Address _____

Telephone Number _____ Date of Proposal _____

The proposer above mentioned declares and certifies:

- | | |
|--------|---|
| First | That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein. |
| Second | That this proposal is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud. |
| Third | That no member of the District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work, or services to which it relates, or in any portion of the profits thereof. |
| Fourth | That said proposer has carefully examined the instructions, schedules, and specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services, or labor for which this proposal is made. |
| Fifth | That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes. |
| Sixth | The following non-collusive bidding certification applies to this proposal. |

Subscribed and sworn to before me

by: _____

This _____ day of _____, 2025

Signature

Notary Public

Title

NON-COLLUSIVE CERTIFICATION

Firm Name: _____

Business Name: _____

Telephone Number: _____

Non-Collusive Bidding Certification

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

- 1) Statement of non-collusion in bids and proposals to political subdivision of the State. Every bid or proposal hereafter made to a political subdivision of the State or any public department, agency or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work, for work or services performed or to be performed or goods sold or to such proposer as true under the penalties of perjury.

- A. By submission of this proposal, the proposer and each person signing on behalf of the proposer certifies, and, if this is a joint proposal, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the proposer's knowledge and belief:

1. The prices in this proposal have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such prices with any other proposer or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and
3. No attempt has been made or will be made by the proposer to induce any other person partnership or corporation to submit a proposal for the purpose of restricting competition.

- B. A proposal shall not be considered for award nor shall any award be made where (A)(1), (2), and (3) above have not been complied with; provided, however, that if in any case the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore, where (A)(1), (2), and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of purchasing unit of the political subdivision, public department, agency, or official thereof to which the proposal is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

- C. Any proposer hereafter made to any political sub-division of the State or any public department, agency or official thereof by a corporate proper for work or services performed or to be performed or goods to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid/proposal contains the certifications referred to in subdivision one of the section, shall be deemed to have been authorized by the District of the proposer to make the above certification and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(SEAL OF CORPORATION)

Corporate or Company Name

Subscribed and sworn to before me

By: _____

This _____ day of _____, 2025

Signature

Notary Public

Title

THIS FORM MUST BE SIGNED AND NOTARIZED

THIS FORM MUST BE SIGNED AND NOTARIZED **SUBMIT WITH PROPOSAL
HOLD HARMLESS AGREEMENT

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE PROPOSER AGREES TO HOLD HARMLESS AND INDEMNIFY THE POUGHKEEPSIE CITY SCHOOL DISTRICT (DISTRICT), THEIR BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE DISTRICT FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND WHICH MAY ARISE OUT OF:

1. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY THE PROPOSER, ITS AGENTS, SERVANTS, OR EMPLOYEES, OR ANY PERSON, FIRM, OR CORPORATION EMPLOYED DIRECTLY OR INDIRECTLY BY THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT, HOWEVER CAUSED, ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, OR EMPLOYEES OR ANY PERSON, FIRM, OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.
2. ANY AND ALL CLAIMS MADE BY EMPLOYEES OR FORMER EMPLOYEES AGAINST THE DISTRICT, CONCERNING THE DISTRICT'S REQUEST THAT THE CONTRACTOR REMOVE THE EMPLOYEE FROM SERVICES UNDER THIS CONTRACT.

THE ASSUMPTION OR 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 SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGMENT THAT MAY BE RENDERED AGAINST THE DISTRICT, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE DISTRICT.

THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OR 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.

Subscribed and sworn to before me

This _____ day of _____, 2025

Notary Public

By: _____

Signature

Title

APPENDIX I

PROPOSAL SHEETS

APPENDIX B – Pricing Sheet

Vendor Name _____

All quantities are estimated. we're projecting that with McKinney Vento, general education, and special education, the district will need up to 39 total vehicles in FY2025-26 school year. However, the total final number of vehicles will be determined by the district.

This will include approximately up the following number of vehicles (the final number will be determined by the district):

- 9 24-passenger vehicles with air conditioning**
- 16 60-passenger vehicles (no air conditioning required per IEPs)**
- 6 60-passenger vehicles (air conditioning required per IEPs)**
- 6 7-passenger vans (air conditioning required per IEPs)**
- 2 9-passenger vans (air conditioning required per IEPs)**

The award of this bid may be to multiple vendors to accommodate the needs of the District.

ROUTE PACKAGE DEFINITIONS

A route package is defined as the total of a scheduled route to be serviced by each vehicle during the day. Route packages are calculated by the addition of each set of morning (pick up) and dismissal (drop off) routes in the route package. A route package is defined by the total set of runs one bus completes in a given day. All routes and route packages must be reviewed and approved by the Poughkeepsie City School District District.

For the morning, route time begins at the pickup time for the first student, and ends at the drop off for the final school. For dismissal, route time is to be calculated from the scheduled dismissal time at the first school to the drop-off of the last child from the latest school. Routes may be structured to require the pick- up and drop-off of students at more than one school.

Route packages are defined as follows:

1-hour route USED FOR ONE WAY TRIP ONLY and is defined as one bus scheduled to operate up to 1 hour and twenty-nine minutes, but not exceeding one hour twenty-nine minutes.

2- hour route package is defined as one bus scheduled to operate more than 1 hour and twenty- nine minutes, but not exceeding two hours twenty-nine minutes.

3- hour route package is defined as one bus scheduled to operate more than two hours and twenty- nine minutes, but not exceeding three hours twenty-nine minutes of route time per day.

4- hour route package is defined as one bus scheduled to operate more than three hours and twenty- nine minutes, but not exceeding four hours twenty-nine minutes of route time per day.

5- hour route package is defined as one bus scheduled to operate more than four hours and twenty- nine minutes, but not exceeding five hours twenty-nine minutes of route time per day.

6- hours route package is defined as one bus scheduled to operate more than five hours and twenty- nine minutes, but not exceeding six hours twenty-nine minutes of route time per day.

7- hour route package is defined as one bus scheduled to operate more than six hours and twenty- nine minutes, but not exceeding seven hours twenty-nine minutes of route time per day.

8- hour route package is defined as one bus scheduled to operate more than seven hours and twenty-nine minutes, but not exceeding eight hours and twenty-nine minutes of route time per day.

Route packages typically consist of a morning (pick up) and dismissal (drop off) route. Some route packages may consist of a morning (pick up) only or dismissal (drop off) only.

Vendor Name

1. Price – Please complete all boxes. This form must be submitted electronically. No handwritten forms will be accepted.

Route Package	Large Bus (up to 72)	Large Bus w/ Monitor or Attendant	Small bus - up to 30 passenger	Small bus - w/ Monitor or Attendant	Bus w/Lift	Bus with Lift w/ Monitor or Attendant	Small vehicle (up to 7)	Small vehicle w/ Monitor or Attendant
1 hour								
2 Hour								
3 Hour								
4 Hour								
5 Hour								
6 Hour								
7 Hour								
8 Hour								

- Route package is defined as the amount of time students are being transported on the bus.
- Prices are for all buses utilized at any time - including midday, before and after school, Saturday programs and occasional student transportation
- In a tiered bus schedule deductions may be made for gaps in the schedule when students are not transported.
- Bus Monitor/Attendant will be reimbursed for time that student(s) requiring such is on the bus.
- BusRight must be maintained and accurate to reflect all daily trips with accurate start and end times.

Vendor Name

2. Quantity – Please complete the number of buses you can provide

Quantity to Be Provided			
Large Bus (up to 72)	Small bus - up to 30 passenger	Bus with Lift	Small vehicle

Use of monitors/attendants, if needed, must be approved in advance by the District.

DISTRICT TRANSPORTATION PROPOSAL PERFORMANCE BOND PRICE 2025-26 SCHOOL YEAR

**DISTRICT TRANSPORTATION PROPOSAL
PERFORMANCE BOND PRICE
2025- 2026**

Name of Vendor: _____

Address: _____

City: _____ State _____ Zip _____

Cost of Performance bond may be required by School pursuant to the request for proposal:

Price is required of all potential contractors.

Price of Performance

Bond 2025-26 _____

A performance bond may be required by the Board of Education for future years.

Contractor's Signature

Date

Attach letter from bonding company.

CONTRACT VEHICLE LIST

I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract.

Contractor's Name:

Authorized Signature:

[illegible]

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

NAME OF BUS COMPANY _____

EXPERIENCE IN PUPIL TRANSPORTATION*

1. Type of School Bus Transportation Experience Dates of Service

2. Other Kinds of Bus Transportation Experience Dates of Service

3. **REFERENCES**:** Names of all School Districts
 Private and Parochial Schools
 Previously or presently served.

Dates of Service

Date

Signature of Bus Company Representative