

MARLBORO CENTRAL SCHOOL DISTRICT
SPECIFICATIONS AND BID FORM
FOR
STUDENT TRANSPORTATION

Bid No.: RFB-MCSD-05-2015

Bids to be opened:

AT: 10:00 a.m.
DATE: February 10, 2015
PLACE: Business Office
Marlboro Central School District
21 Milton Turnpike, Suite 100
Milton, New York 12547

Bidder Information

Company Name: _____

Address: _____

City _____ State _____ Zip _____

Telephone (_____) _____

Fax (_____) _____

E-Mail: _____

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

Corporate Seal

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

Signature of same individual stipulated directly above:

Date: _____

MARLBORO CENTRAL SCHOOL DISTRICT
21 Milton Turnpike, Suite 100
Milton, New York 12547

NOTICE TO BIDDERS

The Board of Education of the Marlboro Central School District, Milton, New York, hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Marlboro Central School District for either a three year (July 1, 2015-June 30, 2016 to July 1, 2017-June 30, 2018) or five year (July 1, 2015-June 30, 2016 to July 1, 2019-June 30, 2020) period.

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

Bid Specifications, Conditions, and forms for Bid submissions are available on the School District's website at www.marlboroschools.org. Bid documents can also be obtained at the Marlboro Central School District Business Office located at 21 Milton Turnpike, Milton, New York. To pick-up in person, come between the hours of 9:00 a.m. and 3:00 p.m., Monday through Friday.

Bids will be received until 10:00 a.m. on February 10, 2015, by Mr. Patrick Witherow, Director of Business and Finance at the Marlboro Central School District Business Office located at 21 Milton Turnpike, Milton, New York, at which time all Bids will be publicly opened. Bids will not be accepted that are sent by facsimile or by electronic mail.

A pre-Bid meeting will be held at the Marlboro Central School District Business Office on January 21, 2015, at 10:00 a.m. Interested Bidders are strongly encouraged to attend.

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

Three separate and independent Bids shall be submitted for operating programs, one for regular daily Home-to-School transportation; one for the provision of Field and Sports Trips services; and one for the provision of Summer School transportation services. The Marlboro Central School District may elect to award one or all of the contracts, but it reserves the right to reject any or all Bids.

Bidder shall be required to furnish, at their own expense, a Bid Bond or certified check in the amount of 10 percent (10%) of the first year amount of the contract for each operating Bid being submitted. The surety company issuing the Bid Bond must be licensed in New York State and rated as an “A” carrier (Excellent) or better in the current edition of A.M. Best’s *Insurance Guide*. A single Bid Bond or a certified check can be provided in the total amount of the Bid being submitted.

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

A Performance Bond in a sum equal to 100% of the annual amount of the operating contract(s) for each year an award is made is an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be consent of surety from a reputable surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified.

Irene Scaturro
District Clerk
Marlboro Central School District

INSTRUCTIONS TO BIDDERS

1. Inspect carefully all general and special provisions of this Bid document.
2. Provide all information requested, and complete the "Bid Certification", the Form- of-Bid, and the Pricing Sheet for each Bid. Be sure to sign in all required places, and initial each page where indicated. If no Bid is being submitted on one or more of the separate Bids, please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Bid amount or a "No Bid" designation.
3. Return these documents (without removing any sheets), along with all other required materials as detailed in these documents. All materials submitted to the Marlboro Central School District pursuant to this Bid become the property of the School District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. **One (1) original and one (1) copy of each Bid, including any collateral materials, must be submitted to the Marlboro Central School District.** No other distribution of the Bid shall be made by the Bidder.
4. Bids must be presented in a sealed opaque envelope or box(es), addressed as follows:

**Board of Education
Marlboro Central School District
21 Milton Turnpike, Suite 100
Milton, New York 12547
Att.: Patrick Witherow, Director of Business and Finance**

**Bid No.: RFB-MCSD-05-2015
Transportation Bid – February 10, 2015 - 10:00 a.m.**

5. Bids will remain firm for a period of 45 days following the date of the opening, and shall thereafter remain firm unless the Bidder provides written notice to the Marlboro Central School District Business Office that the Bid has been withdrawn.
6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Marlboro Central School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for each operating Bid submitted. The surety company issuing the Bid Bond must be licensed in the State of New York and rated as a "secure" carrier or better in the current edition of A.M. Best's *Insurance Guide*.

Proof of the ability to secure a Performance Bond equal to 100% of the annual operating Contract(s) is also required and must be submitted with the Bid consistent with the requirements specified herein.

The Marlboro Central School District will not accept a cash deposit in lieu of a Performance Bond.

7. Questions pertaining to these specifications may be addressed at the pre-Bid meeting to be held on January 21, 2015, at 10:00 a.m. at the Marlboro Central School District Business Office located at 21 Milton Turnpike, Milton, New York. All interested Bidders are strongly encouraged to attend. Attendance at this meeting is restricted to a maximum of three (3) representatives per firm. If the Marlboro Central School District is officially closed on the scheduled day of the pre-Bid meeting due to weather, or other emergency conditions, the pre-Bid meeting will be held on the next day that the Marlboro Central School District is officially open at the same time and place.
8. If the Marlboro Central School District is officially closed on the scheduled day of the Bid opening due to weather, or other emergency conditions, the opening of the Bids will be held on the next day that the Marlboro Central School District is officially open at the same time and place.
9. Bids will be received until 10:00 a.m., on February 10, 2015 at the Marlboro Central School District Business Office located at 21 Milton Turnpike, Milton, New York, at which time all Bids will be publicly opened.
10. Bidders are encouraged to check thoroughly all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder's responsibility to ensure that all requested information is supplied with the initial Bid and that the Bid is received at the designated location by the date and time indicated. The Marlboro Central School District will reject any late submissions, and the Marlboro Central School District is not responsible for notifying the Bidder of any missing elements of the Bid.

These specifications were designed for the sole use of the Marlboro Central School District pursuant to a contract with Transportation Advisory Services (TAS), and the use of these documents by others without the expressed written consent of the Marlboro Central School District and Transportation Advisory Services is prohibited.

BIDDER'S CHECK LIST

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

1. Bid Bond or Certified Check
2. Most recent State fiscal year (April 1, 2013 to March 31, 2014) copy and the two previous State fiscal years (April 1, 2012 to March 31, 2013 and April 1, 2011 to March 31, 2012) copy of the Bidder's **Department of Transportation Bus Inspection System Operator Profile** for the terminal at which major maintenance functions will be performed for these Contracts.
3. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.
4. Proof of the ability to obtain a Performance Bond
5. Letter from a New York State licensed insurance agent or an insurance carrier guaranteeing appropriate coverage
6. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the high quality service will be provided to the Marlboro Central School District.
7. Vehicle List (Appendix B of Specifications)
8. Form of Parents' Bill of Rights for Data Privacy and Security signed (Appendix C of Specifications)
9. Hold Harmless Agreement
10. Financial Information Compliance Form signed
11. Form-of-Bid Information completed:
12. Pricing Sheets for Bid submission completed
 - 12.1 Regular Daily Home-to-School
 - 12.2 Field and Sports Trips
 - 12.3 Summer School Transportation
13. Non-Collusive Bid Certification signed
14. Acknowledgement by Bidder signed

15. All pages of Bid documents included and initialed
16. All Bid submissions properly signed where indicated
17. One (1) original and one (1) copy of each Bid submission and related materials

MARLBORO CENTRAL SCHOOL DISTRICT
21 Milton Turnpike
Milton, New York 12547

CONTRACT: HOME-TO-SCHOOL, FIELD AND SPORTS TRIPS, and SUMMER SCHOOL

BID DATE: FEBRUARY 10, 2015

NON-BIDDERS RESPONSE

The Marlboro Central School District is interested in the reasons why prospective Bidders fail to submit Bids. If you are **NOT** submitting a Bid, please indicate the reason(s) below and return this form to the above address by fax to (845) 795-5903. Failure to do this may result in your firm being removed from advance notice lists of potential Bids/Requests for Proposals compiled by the Marlboro Central School District.

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

- Insufficient time allowed for preparation and submission of Bid.
- Other reasons: _____

You may remove our name from the Bid submission list for:

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

Officer of Company (Signature)

Title

Company Name

Street Address

Post Office, State, ZIP

Date

Telephone Number

Fax Number

E-Mail Address

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1. GENERAL CONDITIONS

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

DEFINITIONS

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

- “Profile” - As used in these specifications, it is the summary of a school bus operator’s New York State Department of Transportation Vehicle Inspection System record for a specific time period showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
- "Specification" - description of services to be performed by Bidder and Marlboro Central School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- "Successful Bidder" - any Bidder to whom an award is made by the Marlboro Central School District.

2. BIDS

2.1 BID PROCEDURES AND REQUIREMENTS

- 2.1.1 The date and time of Bid opening will be given in the Notice to Bidders. *If the Marlboro Central School District is officially closed on the date scheduled for Bid opening, the required submission time, and Bid opening, will be held at 10:00 a.m. on the next day that the Marlboro Central School District is officially in session.*
- 2.1.2 All Bids must be submitted on and in accordance with forms provided by the Board of Education and included in this document. The Bid sheets are not to be removed from the document. One (1) original and one (1) copy of each Bid, including any collateral materials, must be submitted to the Marlboro Central School District. No other distribution of the Bid shall be made by the Bidder. All Bids must include, as a minimum, the required information as detailed in these documents.
- 2.1.3 Where so indicated by the makeup of the Bid Form, sums shall be expressed in figures. The Marlboro Central School District reserves the right to interpret figures where clarity of submission requires said action.
- 2.1.4 Except where specifically noted otherwise, all requested alternates or options will have Bids submitted.
- 2.1.5 A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bid documents.

In case of any ambiguity, inconsistency, or error in any of the Contract documents or of a conflict between the provision of a Contract document and provisions of a State Law or

Regulation, the Bidder is required to draw such matter to the attention of the Director of Business and Finance or his/her designee before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the Marlboro Central School District or their designee.

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

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

- 2.1.7 Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Bid submission. Upon request of the Marlboro Central School District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.
- 2.1.8 All information required in the Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a Bid is submitted, must be provided, to constitute a regular Bid.
- 2.1.9 No alteration, erasure, or addition is to be made on the printed pages. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of a Bid.
- 2.1.10 Prices and information required, except the signature of the Bidder, should be typewritten or hand printed in ink for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by the Bidder must be initialed. All signatures must be original written in ink. All signatures and initials must be made by authorized company personnel only. Facsimile, printed, electronic or typewritten signatures are not acceptable.
- 2.1.11 No charge will be allowed for federal, state, or municipal sales and excise taxes since the Marlboro Central School District is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
- 2.1.12 Bids received after the date and time stated in the Notice to Bidders will not be

considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the Marlboro Central School District. Whether sent by mail or by means of personal delivery, the Bidder solely assumes responsibility for having his/her Bid deposited on time at the place specified. HOWEVER, THE BOARD OF EDUCATION RESERVES THE RIGHT TO WAIVE WHAT IT DEEMS BID OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID(S), TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE BOARD'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE MARLBORO CENTRAL SCHOOL DISTRICT.

- 2.1.13 The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications.
- 2.1.14 All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to the Marlboro Central School District Clerk, Att.: Patrick Witherow, Director of Business and Finance at the Business Office. The Bid envelope or box must be clearly marked "Transportation Bid". If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, electronic, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Marlboro Central School District and will not be returned.
- 2.1.15 Freedom of Information Law: The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, §§84-90, mandates public access to government records. However, Bids submitted in response to this Bid may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, **"THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW"**. The Marlboro Central School District assumes no liability for disclosure of information so identified, provided that the Marlboro Central School District has made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction.

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

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

2.2.1 Under penalty of perjury the Bidder certifies that:

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

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

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

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

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

Upon investigation and evaluation, the Marlboro Central School District may choose to reject any Bid where the Bidder's qualifications are such that the Marlboro Central School District determines that the Bidder may not be able to perform the transportation service in a safe and efficient manner.

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

2.2.2.1 Department of Transportation (DOT) Bus Inspection Information: The Bidder shall submit the most recent State fiscal year (April 1, 2013 to March 31, 2014) and the last two State fiscal years (April 1, 2012 to March 31, 2013 and April 1, 2011 to March 31, 2012) copies from the New York State Department of

Transportation of its **New York State Department of Transportation Bus Inspection System Operator Profile Summary** for the terminal at which the DOT inspections will be made and at which major maintenance functions will be performed for these Contracts. The **Profile** shall include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.

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

The Marlboro Central School District will not accept as a responsible Bidder any Bidder whose average **Profile** passing rate for the average of the three most recent State fiscal years of April 1, 2011 to March 31, 2014 is 89.9% or less (Out-of-Service rate of 10.1% or higher).

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

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

2.2.2.4 Performance Bond: A Statement as required as to whether the Bidder, any related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond. If yes, the Bidder must provide information about the situation, the name of the bonding company that denied the bond, explanation for the denial, and what resolution was achieved. This information must be supplied with the Bid.

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

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

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

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

2.2.2.9 Financial Information: As part of its determination of a responsible Bidder, the Marlboro Central School District reserves the right to request the following:

2.2.2.9.1 The Marlboro Central School District may request from the Bidder professionally prepared (audited or reviewed) financial statements in accordance with Generally Accepted Accounting Practices (GAAP) or International Financial Reporting Standards (IFRS) for the past three years, prepared and signed by an independent Certified Public Accountant. These statements must contain financial information specific to the bus company that is proposing on these Contracts, not just a consolidated financial statement for a group of companies (bus or other) owned by the Bidder. The statements must also contain all the formal parts of a financial statement, including, but not limited to, Balance Sheets, Profit & Loss Statements, Statements of Cash Flows, and the notes to the financial statements. If the company has not been financially active for the period requested, or is actually an affiliate of another company, then the Bidder should submit financial statements of the affiliates, updated interim financial reports, and parent and/or cross-corporate guarantees indicating that the affiliates and the Bidder will be held financially responsible for the Bidder and his/her operations.

If requested, this is to be provided within 72 hours and can be provided in a sealed envelope.

The purpose here is to determine whether the Bidder is clearly in a financial position to operate a bus contract of this size. It is the responsibility of the Bidder to provide the financial proof that the

company is financially capable of performing these Contracts. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof.

The Marlboro Central School District will be looking to see if the financial statements of the Bidder, its affiliated and/or related companies, have been audited by a Certified Public Accountant and what qualifications, if any, may exist of the audit.

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

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

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

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation must be made in writing, addressed to Mr. Patrick M. Witherow, Director of Business and Finance, Marlboro Central School District, 21 Milton Turnpike, Milton, New York 12547, or by fax to (845) 795-5903, or by e-mail to patrick.witherow@marlboroschools.org and must be received no later than seven (7) business days prior to the date fixed for the opening of Bids, namely, February 10, 2015.

Notice of any and all interpretations and any supplemental instructions will be provided to all Bidders of record by the Marlboro Central School District in the form of addenda to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, electronic mail (e-mail) with receipt confirmation requested, or by fax with receipt requested, and shall become a part of the Contract documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from

any obligations under his/her Bid submitted. Any and all addenda must be submitted with the Bid by the Bidder.

3. AWARD

3.1 Award Period

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

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

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

The Marlboro Central School District is requesting Bids on both a three year (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017; and July 1, 2017-June 30, 2018) and five year Contract period (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017; July 1, 2017-June 30, 2018; July 1, 2018-June 30, 2019; and July 1, 2019-June 30, 2020) for Home-to-School as well as Field and Sports Trips transportation services, and both a three year (2015, 2016, and 2017) and five year Contract period (2015, 2016, 2017, 2018, and 2019) for Summer School transportation services, all multi-year contracts contingent upon voter approval. A determination on the Contract term awarded will be based upon an analysis of the Bids submitted. **The Contract(s) may be renewed for future years based upon the then applicable State law and regulations.**

Given the tax cap requirement within New York State, price increases during the three year and/or five year term of the Contract must be controlled. Therefore, no Contract price percentage increase may exceed 3.0% from one Contract year to the next for the three year Contract and the five year Contract. For example, if the price of a large bus is \$300.00 per day for the first year, the same bus cannot be more than \$318.27 per day for year three of the three year contract or \$337.65 per day for year five of the five year Contract. The 3.0% increase is a maximum increase, and Bidders are certainly encouraged to submit cost increases at a lower rate.

Bidders will submit, on the Pricing Sheets, their prices for operating the transportation program of the Marlboro Central School District for each of the three or five year terms and for each of the Contracts. The Marlboro Central School District reserves the right to

reject any Bid that is not completed as to any year or category.

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

3.2 Home-to-School Transportation Program

3.2.1 For Home-to-School transportation services, the pricing system used in these Contracts is based upon the length of day the specific vehicle is in use on behalf of the Marlboro Central School District. The daily usage shall be determined based upon the scheduled route length as determined by the Marlboro Central School District where the bus is in direct service to the Marlboro Central School District.

The daily usage shall be based upon "live" route times which is defined throughout this specification as from the point of first pick-up to the last point of drop-off for each of the AM and/or PM routes. The daily usage time does not include deadhead time for the bus to travel to or from the Contractor's terminal. During the term of the Contract, the Marlboro Central School District may increase or decrease the use of vehicles as needed to meet the demands of the program. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Pricing Sheets. The determination as to length of day for billing purposes shall be made by the Marlboro Central School District based upon a computerized or actual live route time evaluation.

The Marlboro Central School District will provide the fuel through the Town of Marlborough for the live miles and the deadhead miles of operation for those vehicles that are dedicated to the Marlboro Central School District. However, the School District's cost for deadhead miles plus any administrative charge by the Town to the School District will be deducted from the payments due the Contractor in May and in June or at some other time that may be mutually agreed upon by both parties. In the morning, miles from the drop-off at the first school and the first student pick-up for the second and subsequent schools shall be considered live miles for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and the pick-up at the second and subsequent schools shall also be considered live miles.

3.2.2 The regularly scheduled Home-to-School AM, Mid-Day, and PM transportation program for which the Marlboro Central School District is requesting a Bid will be similar to that which is shown in Appendix "A", Program Descriptions, of these specifications. For these Home-to-School routes, the Marlboro Central School District is establishing a base payment of four (4) daily live hours which will include any combination of morning, mid-day, and afternoon routes.

The four (4) daily live hour base does not include vehicles used for less than four (4) live hours or vehicles dedicated to late routes. Partial day routes are defined as those used for any combination of morning and afternoon routes totaling less than four (4) live hours. The vehicles are dedicated to the equivalent of a partial day usage.

3.2.2.1 Two (2) live hour routes will be paid at two-thirds (67%) of the four (4) hour rate and consist of vehicles used for any combination of morning and afternoon routes totaling two (2) live hours. The vehicles are dedicated to the equivalent of a half-day usage, and they will be paid at two-thirds (67%) of the four (4) hour rate.

3.2.2.2 Three (3) live hour routes will be paid at three-quarters (75%) of the four (4) hour rate and consist of vehicles used for any combination of morning and afternoon routes totaling three (3) live hours. The vehicles are dedicated to the equivalent of a three-quarter day usage, and they will be paid at three-quarters (75%) of the four (4) hour rate.

Vehicles can also be used for any combination of in-School District and out-of-School District routes to comprise the number of daily live hours.

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

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

The Marlboro Central School District is also requesting an Excess Live Hourly Rate for the extension of routes that are more than six (6) live hours. The Excess Live Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is added for six (6) live hours and 20 minutes, it will be paid at the six (6) live hour rate plus a quarter of the Excess

Live Hourly rate. If one of the existing six (6) hour routes is extended by 40 minutes, it will be paid at three-quarters of the Excess Live Hourly Rate.

A live morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. Times between schools during a morning route schedule shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for afternoon routes (live route time begins at the first school arrival as determined by the Marlboro Central School District to the last student drop-off point on the last route in the afternoon schedule). All live route times shall be determined by the Marlboro Central School District. The total live time for the day shall determine the pricing level for that vehicle.

Appendix "A" includes information on the current daily hourly vehicle use for the July 1, 2014-June 30, 2015 school year.

Periodically, the Marlboro Central School District may be requesting additional routes which are not immediately attached (within one-half [1/2] hour) to AM and/or PM routes. Examples of these non-attached routes can include dedicated in-School District special education routes, late routes, and/or shuttle route services. Shuttle routes shall include the short movement of students within the School District boundaries during the school day. These separated routes will be paid for a minimum of one (1) live hour and in 15 minute segments thereafter rounded to the nearest quarter hour. For billing purposes, these separated routes are to be billed only for the number of days they operate. The one (1) live hour will be paid at the Excess Live Hourly rate. Any live time in excess of one (1) hour will be billed in quarter hour segments rounded to the nearest quarter hour.

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

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

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

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the Marlboro Central School District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Marlboro Central School District prior to performing the service, the Marlboro Central School District reserves the right to determine the most appropriate method of reimbursing the Contractor.

- 3.2.3 Throughout the year the School District requires early dismissals at School District locations and/or private/parochial schools. In these instances, there may be times when buses are required to operate on a “split” schedule for dismissals. In those instances, if a dismissal occurs that is more than 30 minutes from the regular afternoon dismissal time, the early dismissal will be guaranteed one (1) live hour of time for payment purposes, and the regular dismissal will be guaranteed one (1) live hour of time for payment purposes. If the early dismissal is within 30 minutes of the normal dismissal time, the early dismissal will be added to the PM run time and paid on the daily rate schedule for that day based on the length of day by bus type.

There will be instances when buses to special education locations are required to operate on days when the Marlboro Central School District schools are closed. Ordinarily, these would be scheduled calendar days for the non-School District special education locations. In those cases the Contractor will be required to provide the necessary vehicles and the billing to the School District shall be adjusted to reflect the actual bus usage.

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

These minimum guarantees may be modified for specialized routes, early dismissals, or exceptional circumstances as determined by the School District.

Prior to the initiation of any route, the School District will notify the Contractor of the time allocation and approved payment basis for the route.

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

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

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

- 3.2.5 **For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the three or five year Contract period for the Home-to-School Contract. The prices submitted on “Pricing Sheet-1” will be multiplied by the appropriate category on the following program profiles for each Contract year. The school year will be based upon 180 days. The aggregate total cost of the three or five years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Marlboro Central School District, but is intended for Bid calculation purposes and Bond valuation purposes only.

Home-to-School Transportation Program					
Number of Vehicles per Day					
	65/66- Passenger Bus	30/35- Passenger Half Bus	16/24- Passenger Van	2-Wheelchair Position A/C Van	A/C Minivan
Number at Four (4) Daily Live Hours	10		8		3
Number at Four-and-a- Half (4 ½) Daily Live Hours	3	1	3	1	2
Number at Five (5) Daily Live Hours	2		2		2
Number at Five-and-a- Half (5 ½) Daily Live Hours	2		3		2
Number at Six (6) Daily Live Hours	3		2		1
Number at Excess Daily Live Hours	2		2		1

Home-to-School Transportation Program	
	Attendant/Monitor
Number of Daily Live Hours	30.5
The attendant/monitor will be paid for the same number of live hours as the bus or van.	

3.2.6 After the three or five year Contract period, the Contract(s) may be extended at a rate to be determined each year by the Marlboro Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If a three year or a five year Contract is awarded and the successful Bidder does not wish a renewal of the three year Contract (July 1, 2015-June 30, 2018) or the five year Contract (July 1, 2015-June 30, 2020), the Contractor must notify the Marlboro Central School District by December 31, 2017, for the three year Contract or December 31, 2019, for the five year Contract. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's regulations if the Marlboro Central School District should wish such a Contract extension.

3.2.7 Voter approval is required for multi-year Contracts. In the event the multi-year Contract is not approved, the Bid submitted for the first year in the three-year Contract program may be awarded by the Marlboro Central School District as a one-year Contract. In the event that a one-year Contract is awarded, the Marlboro

Central School District may elect to renew this Contract in subsequent years at a price to be negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

- 3.2.8 Bidders should note that they are requested to signify on Pricing Sheet-1 their interest in accepting an award for the provision of the Home-to-School transportation program only (if they are not awarded the Field and Sports Trips and/or the Summer School Transportation Contract(s)).

3.3 Field and Sports Trip Transportation

- 3.3.1 The Marlboro Central School District will make available through the Town of Marlborough fuel for Field and Sports Trips. However, the cost of fuel for these trips to the School District plus any administrative charge by the Town to the School District will be deducted from payments due the Contractor in May and in June or at some other time that may be mutually agreed upon by both parties.

- 3.3.2 The Contract for the Field and Sports Trips Program will be awarded for a three year Contract period (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017, and July 1, 2017-June 30, 2018) or a five year Contract period (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017, July 1, 2017-June 30, 2018; July 1, 2018-June 30, 2019; and July 1, 2019-June 30, 2020), subject to voter approval.

- 3.3.3 Bidder will submit, on Pricing Sheet-2, its price for operating the Field and Sports Trips Program. Time is for round trip time from the point of departure in the Marlboro Central School District to the point of drop-off in the Marlboro Central School District. It does not include deadhead time from/to the Contractor's terminal.

3.3.3.1 For Field and Sports Trips that encompass the AM and PM route times, the driving or waiting rate per hour is not to exceed 75% of the hourly rate calculated based on the Home-to-School Contract four (4) hour rate - for a similarly sized vehicle. For example, if the four hour rate for a full sized bus is \$350.00 per day, the Field and Sports Trips rate per hour cannot exceed \$65.63 ($\$350.00/4 \times 75\%$). The calculated hourly rate shown above is a maximum rate, and the Bidder is encouraged to submit their most competitive rate. The submitted rate will be used to calculate the lowest responsible Bid as long as the submitted rate does not exceed the calculated rate according to the above formula. If necessary, the Marlboro Central School District reserves the right to adjust any proposed Field and Sports Trips rate to this calculated amount in the event the Bidder should enter an hourly rate that exceeds this calculated amount.

3.3.3.2 For Field and Sports Trips that are between the AM and PM Route times,

are after school hours, are on a weekend, and are on a holiday or school vacation periods, the driving or waiting rate per hour is not to exceed 60% of the hourly rate calculated based on the Home-to-School Contract – four hour rate - for a similarly sized vehicle. For example, if the four hour rate for a full sized bus is \$350.00 per day, the Field and Sports Trips rate per hour cannot exceed \$52.50 ($\$350.00/4 \times 60\%$). The calculated hourly rate shown above is a maximum rate, and the Bidder is encouraged to submit their most competitive rate. The submitted rate will be used to calculate the lowest responsible Bid as long as the submitted rate does not exceed the calculated rate according to the above formula. If necessary, the Marlboro Central School District reserves the right to adjust any proposed Field and Sports Trips rate to this calculated amount in the event the Bidder should enter an hourly rate that exceed this calculated amount.

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

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

The Bidder is required to provide a price per hour by vehicle size/type, as shown on Pricing Sheet-2. After the first driving hour, the driver rate per hour will be billed in 15-minute intervals rounded to the nearest quarter hour.

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

Upon submission of approved receipts, the Marlboro Central School District will reimburse the Contractor for all tolls and parking fees necessary for the performance of the trip. Tolls for any deadhead mileage are specifically excluded from reimbursement, except as noted below.

The Marlboro Central School District may be requesting some “drop and pick” Field and Sports Trips. These are to be operated only at the specific request or prior authorization of the Marlboro Central School District. Should a “drop and pick” Field or Sports Trip be requested or authorized, the Contractor would be

reimbursed for all necessary tolls during the live portion of the trip and the deadhead portion of the trip from/to the trip location. Additionally, time shall be based upon the scheduled time for departure in the Marlboro Central School Districts and the time to return to the point of departure in the Marlboro Central School District for the trip. For the “pick-up” portion of the trip, the time shall also be from the point of departure in the Marlboro Central School District to the pick-up point and back to the student delivery point in the Marlboro Central School District. For “drop and pick” trips, the time paid shall be the total time for both sections of the trip with a minimum of one hour.

For certain Field and Sports Trips the Marlboro Central School District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Marlboro Central School District. The attendants/monitors will be paid for the same time as that which is paid for the Field and Sports Trip when the bus attendant/monitor services are required. After the first hour, payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the Marlboro Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

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

- 3.3.5 **For the purposes of calculating the Bid award only, and determining the level of Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the three or five year Contract periods. The hourly rate, as entered on “Pricing Sheet-2”, will be multiplied by the number of hours shown in the Program Profile below. The figures included on the following table are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the Marlboro Central School District. The lowest cost Bid will be the aggregate total cost of this calculation for both types of trips for the three or five year period.

Program Profile for Bid Award and Bond Valuation Purposes Only

Field and Sports Trips (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)			
	65/66-Passenger Bus	16/24-Passenger Van	2-Wheelchair Position A/C Van
Number of Yearly Hours	1,200	375	20

Field and Sports Trips (Encompassing AM and PM Route Times)			
	65/66-Passenger Bus	16/24-Passenger Van	2-Wheelchair Position A/C Van
Number of Yearly Hours	265	135	5

Field and Sports Trips (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)	
	Attendant/Monitor
Number of Yearly Hours	20

Field and Sports Trips (Encompassing AM and PM Route Times)	
	Attendant/Monitor
Number of Yearly Hours	5

3.3.6 After the Contract period, the Contract may be extended at a rate to be determined each year by the Marlboro Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If a three year or a five year Contract is awarded and the successful Bidder does not wish a renewal of the three year Contract (July 1, 2012-June 30, 2015) or the five year Contract (July 1, 2012-June 30, 2017), the Contractor must notify the Marlboro Central School District by December 31, 2014, for the three year Contract or December 31, 2016, for the five year Contract. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's regulations if the Marlboro Central School District should wish such a Contract extension.

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

- 3.3.7 In the event that a Field and/or Sports Trip is not cancelled by the Marlboro Central School District within two hours of the scheduled time for the bus to be at the pick-up location for the trip, and the Contractor can demonstrate to the satisfaction of the Marlboro Central School District that it incurred labor costs due to the late cancellation, then the Marlboro Central School District shall pay the Contractor a cancellation fee equal to the one hour rate of driving time.

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

The Contractor is responsible and accountable for ensuring that its drivers are knowledgeable of the Marlboro Central School District trip location and the most efficient way of traveling to/from that location from/to the trip pick-up point. If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location and this requires the Marlboro Central School District to provide directions, the Contractor shall pay damages equal to the one hour rate of drive time.

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

3.4 Summer School Transportation Program

- 3.4.1 The Marlboro Central School District will provide the fuel through the Town of Marlborough for the live miles and the deadhead miles of operation for those vehicles that are dedicated to the Marlboro Central School District. However, the

School District's cost for deadhead miles plus any administrative charge by the Town to the School District will be deducted from the payments due the Contractor in May and in June or at some other time that may be mutually agreed upon by both parties. In the morning, miles from the drop-off at the first school and any student pick-up for the second and subsequent schools shall be considered live miles for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and any pick-up at the second and subsequent schools shall also be considered live miles.

- 3.4.2 The Contract for the Summer Transportation services will be awarded for a three year (2015, 2016, and 2017) Contract period or a five year (2015, 2016, 2017, 2018, and 2019) Contract period, subject to voter approval.
- 3.4.3 For the Summer School Transportation Program the School District will pay a minimum of two (2) daily live hours for any combination of morning, mid-day, and afternoon routes.

Times between schools during an AM or PM route schedule shall be considered daily usage time and shall become part of the scheduled day for payment purposes. All route times shall be determined by the Marlboro Central School District. The total time for the day shall determine the pricing level for that van (two [2] hours, three [3] hours, or four [4] hours upon the rates submitted). After the first two (2) hours, route times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex., three hours and ten minutes would be paid for 3.25 hours while three hours and 35 minutes would be rounded to 3.50 hours). Quarter hours rates would be calculated by subtracting the lower hourly rate from the next highest hourly rate, and then dividing the difference by four (4) to arrive at a quarter hour rate which would then be added to the lower hourly rate. For example, to calculate the rate for 3.25 hours, the three (3) hour rate would be subtracted from the four (4) hourly rate with the resulting difference divided by four and then added to the three (3) hour rate. If the three (3) hour rate is \$300, and the four (4) hour rate is \$340, the difference is \$40.00 which would be divided by four (4) to arrive at \$10 which would make the rate for a 3.25 hour bus to be \$310. Times in excess of the four (4) hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

The Marlboro Central School District is also requesting an Excess Live Hourly Rate for the extension of routes beyond that which are more than four (4) hours. The Excess Live Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is added for four (4) live hours and 20 minutes, it will be paid at the four (4) live hour rate plus a quarter of the Excess Live Hourly rate. If one of the existing four (4) hour routes is extended by 40 minutes, it will be paid at three-quarters of the Excess Live Hourly Rate.

A live morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. Times

between schools during a morning route schedule shall be considered live time and shall become part of the scheduled day for payment purposes. A similar pattern will exist for afternoon routes (live route time begins at the first school arrival as determined by the Marlboro Central School District to the last student drop-off point on the last route in the afternoon schedule). All live route times shall be determined by the Marlboro Central School District. The total live time for the day shall determine the pricing level for that vehicle.

Appendix “A” includes information on the daily hourly vehicle use for the 2014 Summer Transportation Program

Bidders will submit, on the “Pricing Sheet-3”, their price for operating the Summer Transportation Program. The pricing methods, length of day, determination of route times, and billing options for the Summer Transportation Program will be consistent with the methodologies as detailed in the Home-to-School section of this specification.

The rates quoted for summer transportation shall not exceed the rates quoted for Home-to-School transportation. Any Bid where the quoted rates exceed the Home-to-School rates will be deemed non-responsive and will not be considered by the Marlboro Central School District.

Each Bid level **must be completed** for a Bid to be considered. This program is expected to be similar to the 2014 Summer Transportation Program. However, given the possible variance in the pick-up/drop-off location of students attending the special education schools, the number of students attending these schools, locations of new schools, a change in bell times, and placements by the Committee on Special Education (CSE), the Bidder should fully evaluate the information provided in these documents.

If unusual bus usage situation should occur that are not envisioned in the above pricing examples, the Marlboro Central School District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the Marlboro Central School District prior to performing the service, the Marlboro Central School District reserves the right to determine the most appropriate method of paying the Contractor.

- 3.4.4 For certain routes the Marlboro Central School District is requesting a rate per live hour for the Contractor to supply a trained bus attendant/monitor as mandated by the Marlboro Central School District. The attendants/monitors will be paid for the live time of the operation of the route, as determined by the live route times calculated by the Marlboro Central School District where the bus attendant/monitor services are required. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. An attendant/monitor designated to one or more routes as a part of a morning or afternoon schedule will be paid

consistent with the length of day payment for the bus or van. A Bid for this category must be included on the Bid document for a Bid to be considered by the Marlboro Central School District. Where payment is made on a per pupil basis, the Contractor assigned attendant/monitor will not be considered a passenger for billing purposes.

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

3.4.5 **For the purposes of calculating the Bid award(s) only, and determining the level of Bid Bond required**, the following program profile will be utilized as the basis for calculating the annual cost for the three or five year Contract period for the Summer Transportation Contract. The prices submitted on “Pricing Sheet–3” will be multiplied by the appropriate category on the following program profiles for each Contract year. The summer session will be based upon 30 days. The aggregate total cost of the three or five years will be considered the Bid cost. The following chart is not intended to represent accurately the current needs of the Marlboro Central School District, but is intended for Bid calculation purposes and Bond valuation purposes only.

Summer School Transportation Program			
	16/24-Passenger A/C Van	2-Wheelchair Position A/C Van	A/C Minivan
Number at Two (2) Daily Live Hours	2		
Number at Two-and-a-Half (2 ½) Daily Live Hours		1	2
Number at Three (3) Daily Live Hours	1		
Number at Three-and-a-Half (3 ½) Daily Live Hours	1		1
Number at Four (4) Daily Live Hours			
Number of Excess Daily Live Hours	1		1

Summer School Transportation Program	
	Attendant/Monitor
Number of Daily Live Hours	30.5
The attendant/monitor will be paid for the same	

number of live hours as the bus or van.

- 3.4.6 After the three or five year Contract period, the Contract(s) may be extended at a rate to be determined each year by the Marlboro Central School District and the Contractor, but it is not to exceed the previous year's Contract price plus the percentage increase of the approved Consumer Price Index (CPI) as published by the State Education Department, unless regulations relative to Contract renewals are modified during the term of this Contract.

If a three year or a five year Contract is awarded and the successful Bidder does not wish a renewal of the three year Contract (July 1, 2015-June 30, 2018) or the five year Contract (July 1, 2015-June 30, 2020), the Contractor must notify the Marlboro Central School District by December 31, 2017, for the three year Contract, or December 31, 2019, for the five year Contract. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts in compliance with the Commissioner's regulations if the Marlboro Central School District should wish such a Contract extension.

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

- 3.4.8 Bidder should note they are requested to signify on "Pricing Sheet-3", their interest in accepting an award for the provision of the "Summer School Transportation" services only (if they are not awarded the home-to-school and/or the field and sports trips transportation Contract)..

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

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

4. CONTRACT

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

his/her Bid.

4.2 The placing in the mail of a notice of award to a successful Bidder, to the address given in the Bid, will be considered sufficient notice of acceptance of Contract.

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

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

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

4.3.2 Terminate the Contract.

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

4.4 It is mutually understood and agreed that the successful Bidder shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the Marlboro Central School District.

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

- 4.6 Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion or any necessary correction.
- 4.7 It is understood that the Contract in no way excludes the Marlboro Central School District from using its own vehicles, drivers, or services provided by/through other School Districts, BOCES, agencies, or in any way limits the Marlboro Central School District from using other Contractors in performing similar or other services.
- 4.8 Any Contract awarded hereunder is contingent upon the approval of the State Education Department (Department) after Department's review of the Contract for technical conformance with its requirements. No Contract hereunder will become final and binding upon the parties unless and until the Department's approval is received by the Marlboro Central School District.
- 4.9 No action or failure to act on the part of the Marlboro Central School District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the Marlboro Central School District is entitled, nor shall such action or failure to act on the part of the Marlboro Central School District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.
- 4.10 In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State or Federal Law or regulation, the Bidder is required to draw such matter to the attention of the School District's Superintendent or designee before it submits a Bid. If the Bidder fails to do so, its Bid will be interpreted by the School District's Superintendent or designee as submitted.

5. GUARANTEES BY THE SUCCESSFUL BIDDER

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

The Bidders should note that information about the current routes is available for the

Bidder's review, and a good faith estimate of required services for the July 1, 2015-June 30, 2016 school year will be provided. Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, Marlboro Central School District employee Contract changes, and traffic and construction demands. The successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.

- 5.2 All materials, supplies, services, and the quality of the materials, supplies, and services shall be subject to inspection, examination, and test by the Marlboro Central School District. The selection of experts, bureaus, laboratories and/or agencies for the inspection, examination, and tests shall be made by the Marlboro Central School District.

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

- 5.3 The successful Bidder warrants and guarantees:

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

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

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

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

5.3.5 The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, marital status, veteran status, or any other applicable discriminatory classification in state or federal law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading,

demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

- 5.3.6 The Bidder will state, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, religion, sex, age, national origin, disability, sexual orientation, marital status, veteran status, or other applicable discriminatory classifications.
- 5.3.7 The Bidder will cause the provisions detailed in sections 5.3.5 and 5.3.6 to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.
- 5.3.8 That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing of safety-sensitive employees and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the Marlboro Central School District.
- 5.3.9 The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations.
- 5.3.10 All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
- 5.3.11 The successful Bidder will comply with the data privacy and security provisions of the Common Core Reform Implementation Act of the State of New York (codified as §2-d of the New York Education Law) and the regulations promulgated thereunder by the Commissioner of Education, which obligate the successful Bidder as follows:
 - 5.3.11.1 The successful Bidder agrees to limit internal access to personally identifiable information, as applied to student data, to those individuals that are determined to have legitimate educational interests.
 - 5.3.11.2 The successful Bidder agrees not to use personally identifiable information, as applied to student data, for any other purpose than those explicitly authorized in this Contract.
 - 5.3.11.3 Except for authorized representatives of the successful Bidder, to the extent they are carrying out the Contract, the successful Bidder agrees not to disclose any personally identifiable information, as applied to

student data or teacher or principal data, to any other party (a) without the prior written consent of the parent or eligible student: or (b) unless required by statute or court order, and the party provides notice to the School District that the information was disclosed unless such disclosure is expressly prohibited by statute or court order.

- 5.3.11.4 The successful Bidder agrees to maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data within its custody.
 - 5.3.11.5 The successful Bidder shall notify the School District of any breach of security resulting in an unauthorized release of such data in violation of the law or this agreement in the most expedient way possible and without reasonable delay.
 - 5.3.11.6 The successful Bidder agrees to comply with additional rules and regulations with respect to the confidentiality of personally identifiable information as applied to student data to the extent promulgated by the commissioner of Education of the New York State Education Department or as specified under Section 2-4 of the New York Education Law.
 - 5.3.11.7 The successful Bidder agrees that any officers and employees of the successful Bidder and its assignees, who have access to such data have been or will be trained on the confidentiality provisions related to such data under federal and state law prior to receiving access.
 - 5.3.11.8 The successful Bidder shall execute a copy of the Parents Bill of Rights for data privacy and security in the format as set forth in Appendix C prior to receiving access to personally identifiable information, as applied to student data.
- 5.3.12 That in the performance of this Contract, the Bidder is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this Contract, all bus drivers, and all others engaged by the Contractor for the performance of this Contract shall be considered employees of the Contractor and not of the School District, unless otherwise specifically designated by the School District. In certain instances, the School District may employ nurses or attendants/monitors directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

6. PAYMENTS

6.1 Monthly Billings:

- 6.1.1 Monthly invoices in a format approved by the Marlboro Central School District are due no later than the 15th of the month following the month of service.
 - 6.1.2 For the billings for vehicles in dedicated service for the Marlboro Central School District in the Home-to-School transportation program, the Contractor is to take the per diem cost per vehicle and multiply that cost by the number of days the vehicle is scheduled to be in operation and then divide by the number of months that represents the transportation program.
 - 6.1.3 The number of billable days for the Home-to-School transportation program for all schools for which transportation services is provided is established at 180 days for a full school year of operation, September 1st to June 30th.
 - 6.1.4 For the billings for vehicles in dedicated service for the Marlboro Central School District in the summer school transportation program, the monthly cost per vehicle will be the per diem cost multiplied by the number of days the vehicle is scheduled to be in operation for each month of the Summer Session.
 - 6.1.5 The number of billable days for the Summer Session transportation program is subject to the number of days of the instructional program.
- 6.2 The acceptance by the Contractor of the final payment shall release the Marlboro Central School District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the Marlboro Central School District and others relating to or arising out of this work, excepting the Contractor's claims for interest upon the Final Payment, if this be improperly delayed.
- 6.3 Payments of any claim shall not preclude the Marlboro Central School District from making claim for adjustment on any item found not to have been in accordance with Contract Documents.
- 6.4 The Marlboro Central School District may withhold from the Contractor so much of the payment due it as may in the judgment of the Marlboro Central School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The Marlboro Central School District shall have the right as agent for the Contractor to apply any amounts so withheld in such manner as the Marlboro Central School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
- 6.5 Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the Marlboro Central School District's operating costs, as

budgeted by the Board of Education for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the Marlboro Central School District from Federal and State sources are reduced, the Marlboro Central School District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

- 6.6 Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. The style and detail on said invoice shall be acceptable to the Marlboro Central School District. Such payments shall be made monthly on the basis of the number of buses required, and/or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the Marlboro Central School District has approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, insufficient number of buses, or similar operating issues that are deemed by the Marlboro Central School District to be within the control of the Contractor.

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

7. SAVINGS CLAUSE

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

8. SPECIFICATIONS

8.1 SCOPE

These specifications are intended to provide for school bus services for the safe transportation of students for the Marlboro Central School District. The July 1, 2014-June 30, 2015 transportation program of the Marlboro Central School District is defined and described in Appendix A annexed to these specifications. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the July 1, 2014-June 30, 2015 school year, which are on file with the Marlboro Central School District. Additional information can be ascertained at the pre-Bid

meeting.

It should be noted that the Special Education Transportation Program typically varies each year based upon a number of factors, including but not limited to school locations, classroom locations, placements, and student requests.

8.2 MARLBORO CENTRAL SCHOOL DISTRICT REPRESENTATIVE

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

8.3 BID BOND

Bidder will be required to furnish, at its expense, a Bid Bond or certified check payable to the Marlboro Central School District in the amount of 10% of the Calculated Bid Amount(s) for each Contract being proposed. The surety company issuing the Bid Bond must be rated as an "A-" carrier (Excellent) or better in the current edition of A.M. Best's *Insurance Guide*.

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

8.4 PERFORMANCE BOND

The Performance Bond is an alternate requirement to the Bid specifications.

The Contractor shall furnish evidence of the ability to provide a performance bond equal to 100% of each Contract awarded to guarantee the faithful performance of such Contract(s) subsequent to an award. *The annual cost of the Performance Bond shall be stated as a percentage (%) of the Contract value in order to facilitate this alternate by the Marlboro Central School District.* A single bond covering the total of all Contracts is permissible. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the Marlboro Central School District and must be rated as "A-" (Excellent) or better in the current edition of A.M. Best's *Insurance Guide*. The performance bond shall be furnished to the Marlboro Central School District at least thirty (30) days before the initiation of Contract service, and a renewal bond shall be provided to the Marlboro Central School District at least 30 days prior to each subsequent Contract year. Failure to submit the required annual bond may result in termination of the Contract at the sole discretion of the Marlboro Central School District.

Proof of the ability to obtain a Performance Bond must be submitted with the Bid.

If the Marlboro Central School District should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.

The Marlboro Central School District will not accept a cash deposit in lieu of a Performance Bond.

8.5 INSURANCE

Compliance with Insurance Requirements:

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

8.5.2 Minimum amounts for each bus operated will be:

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

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

8.5.2.3 Excess Umbrella or Excess Liability coverage with a limit of \$9,000,000

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

8.5.2.4 Workers' Compensation and Employer's Liability coverage covering all employees in amounts as required by New York State law.

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

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

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

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

8.5.5 The limits outlined above are strictly minimum amounts. The Marlboro Central School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Bidder for amounts in excess of these minimum limits. Deductibles or self-insured retention up to \$10,000 shall be permitted with the understanding that the Contractor (and not the Marlboro Central School District) shall be responsible for such deductible or self-insured retention. Deductibles or self-insured retentions greater than \$10,000 shall require the approval of the Marlboro Central School District.

- 8.5.6 The Contractor shall deposit with the Marlboro Central School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up-to-date. Annual binders evidencing insurance coverage shall be provided to the Marlboro Central School District no later than August 1st of each Contract year. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Marlboro Central School District does not eliminate the mandate.
- 8.5.7 The Contractor shall hold harmless, defend and indemnify the Marlboro Central School District from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the Marlboro Central School District by third parties; officers, employees, agents, and volunteers of the Marlboro Central School District, or employees of the Contractor.
- 8.5.8 In the event any of the required policies or coverages are cancelled, notification pursuant to policy terms and conditions shall be sent to the Marlboro Central School District. All certificates shall show the name and address of the insured Contractor, the policy number, the type of coverage, the inception and expiration dates, and it shall clearly state what, if any, coverage are excluded by special or manuscript endorsement or otherwise excepting such as appear in standard ISO policies as they relate to this Contract. The Marlboro Central School District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist in obtaining any such desired information. Contractor acknowledges that failure to provide the mandated insurance on behalf of the Marlboro Central School District constitutes a material breach of Contract and subjects it to liability for damages, indemnification and all other legal remedies available to the Marlboro Central School District.

8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by §3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Marlboro Central School District, and all records shall be kept for a minimum of six (6) years following expiration of the Contract.

8.7 TERM

8.7.1 Upon voter approval, the term of the Home-to-School as well as the Field and Sports Trips Contracts shall be for either a three year period (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017; and July 1, 2017-June 30, 2018), or a five year period (July 1, 2015-June 30, 2016; July 1, 2016-June 30, 2017; July 1,

2017-June 30, 2018; July 1, 2018-June 30, 2019; and July 1, 2019-June 30, 2012). The Summer Transportation Contract shall also be for either a three year period (2015, 2016, 2017), or a five year period (2015, 2016, 2017, 2018, 2019).

8.7.2 In the event the multi-year Contract(s) is/are not approved by the voters, the Bid submitted for the first year (July 1, 2015-June 30, 2016) of the three-year Contract will be awarded by the Marlboro Central School District as a one-year Contract.

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

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

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

The Contractor will be further responsible for assuring that its officers and employees who have access to personally identifiable information of students under the Contract will be trained in the confidentiality provisions related to such student data. The Contractor shall, upon request of the Marlboro Central School District, provide records that such training has been completed and the attendance of each officer and employee of the Contractor at such training, as well as a copy of the training material provided.

8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job,

with or without reasonable accommodation.

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

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

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

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

- 8.8.1.3 A "Terminal Manager (or similar function/title)" will be provided by the Contractor hereunder. Said supervisor must have complete authority over the operation of the Contractor's buses. This supervisor will be directly responsible for working with the School District's supervisory personnel on all routing of buses and contacts with parents regarding transportation problems within the School District; provided, however, that all such routing and parent contacts are authorized by officials of the School District as designated by the School District's Superintendent of Schools. Said supervisor also shall be responsible for compliance by drivers with all School District transportation policies, all statistical studies and reports required by the School District, including those items necessary for State Aid purposes, and any reports on pupil load, driver and student discipline problems, and accident reports.

8.8.1.3.1 Said Terminal Manager or his/her Marlboro Central School

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

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

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

8.8.1.5 The Contractor will provide each driver and attendant/monitor in service to the Marlboro Central School District with a laminated photo ID that contains the name of the driver or the attendant monitor, the name of the Contractor, and the current school year. The photo ID shall be a minimum of 2 1/8" x 3 3/8" and shall be prominently displayed while the driver or the attendant/monitor is in service to the Marlboro Central School District. The photo ID shall be issued yearly by the Contractor and shall be at no cost to the Marlboro Central School District.

8.8.1.6 The Contractor must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors

8.8.1.7 Each driver and each attendant/monitor performing services pursuant to the Contract shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any Contractor hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors.

All drivers must be reviewed by the Contractor's Article 19-A Examiner at the Contractor's expense after thirty (30) operating days of initial employment and assignment to the School District.

8.8.1.8 The physical examinations of drivers and attendants/monitors shall be at the driver's and the attendant's/monitor's expense or the Contractor's expense. All examinations are to be completed as required by regulations

of the Commissioner of Education and the Commissioner of Motor Vehicles. All drivers and attendants/monitors must also comply with any Federal drug and alcohol testing requirements which compliance will be solely at the Contractor's expense, and any physical ability tests that may be mandated during the term of this Contract.

Each driver and attendant/monitor performing services pursuant to the Contract must undergo the physical examinations required by the Regulations of the Commissioner of Education and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner. The costs of such examinations shall be paid by the Contractor.

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

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

Completed driver and attendant/monitor application forms are to be submitted to the Marlboro Central School District, in a file, along with a certification that the Contractor's Terminal Manager has verified previous employment, reviewed driver's license and abstract, obtained letters of reference, completed fingerprint forms, obtained the applicant's authorization for a criminal background check, provided the applicant with at least three (3) hours of school bus safety instruction including one (1) hour of actual bus driving, and conducted a personal interview.

The Marlboro Central School District reserves the right to review the Article 19-A file and other records showing conformance with State regulations for each driver and attendant/monitor in service to the School District.

8.8.1.10 The Contractor shall at all times have stand-by drivers and stand-by attendants/monitors in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than ten percent (10%) of the number of drivers required to bring children to and from school on a regular basis. These drivers and attendants/monitors cannot be used for any other purpose without the prior express permission of the Marlboro Central School District.

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

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

8.8.1.12 The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior written approval of the School District. Additionally, prior to transporting students on their assigned routes, all drivers shall traverse ("dry route") their assigned routes until they become familiar with all stops and roads.

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

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

8.8.1.13 No pre-kindergarten to Grade 2 children shall be released without the presence and supervision of a parent and/or a responsible adult designated by the parent. If there is no one to meet the child at the bus stop, the student shall be kept on the bus and dispatch is to be notified IMMEDIATELY. The child is to be taken to a location designated by the School District.

8.8.1.14 No alcoholic beverages or intoxicants may be brought to or consumed on

the School District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking or other tobacco use are allowed on the buses or on school property or within 100 feet of any elementary or secondary school. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Marlboro Central School District has a "drug free zone" policy on school property.

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

8.8.1.16 Under no circumstances shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized in advance by the School District nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency.

Under no circumstances shall a driver allow an unauthorized person to enter or ride any bus in dedicated service to the Marlboro Central School District, including parents, unauthorized students, non-assigned employees, children of the driver and/or the attendant/monitor or students from another school or school district. The Marlboro Central School District is the sole authority to approve additional people to ride the bus.

8.8.1.17 The Contractor must provide a private telephone number to allow the Marlboro Central School District immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the bus terminal and provide said number to the School District. Additionally, the Contractor is required to have access to Internet communications and periodically check its e-mail address that the Contractor will supply to the School District.

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

8.8.1.18 The Marlboro Central School District reserves the right to require a change in the route assignment of a driver and an attendant/monitor or to remove a driver and an attendant/monitor should circumstances warrant due to the fact that the actions and conduct of bus drivers and/or attendants/monitors reflect upon the Marlboro Central School District as a whole. The

Superintendent of Schools or his/her designee shall have the final authority in these matters.

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

A trained mechanic dedicated to this position must be on duty when the school buses are operating the regularly scheduled Home-to-School (including late routes) and the Summer Transportation program.

8.8.2 Vehicles

- 8.8.2.1 It shall be the responsibility of the Contractor to provide a sufficient number of school buses, with sufficient capacities to meet adequately the needs of the Marlboro Central School District. All vehicles will have valid New York Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract.

In addition to the necessary vehicles to meet the scheduled needs, the Contractor is required to have at least 10% of the total fleet as spare vehicles located at such a place to insure that the spare vehicle can respond to an in-Marlboro Central School District vehicle need within 30 minutes. Stand-by drivers must be able to operate these vehicles. Included in the minimum of 10% of the total fleet, as spare vehicles, there must be at least one of each type and pupil capacity that is in service to the Marlboro Central School District.

There shall be no route buses used in the performance of this Contract over ten (10) years old and no spare buses over 12 years old. The average age of the route buses must not exceed seven (7) years. Vehicle ages for compliance with this provision are calculated at the beginning of each school year by taking the current calendar year and subtracting the model year. For example, a 2009 model year bus would be considered six (6) years old for the July 1, 2015-June 30, 2016 school year. The average fleet age calculation would be performed at the beginning of each school year unless the Marlboro Central School District determined that the Contractor removed “newer” vehicles during the school year once the average age calculation was performed. Should the Contractor violate this provision, the Marlboro Central School District reserves the right to terminate the Contract pursuant to the termination procedures as detailed herein.

Buses shall include the following features as a minimum:

- 8.8.2.1.1 All vehicles are to be equipped with high resolution digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 256 GB.

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

The use of this equipment shall be in conformance with Marlboro Central School District policy.

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

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

Failure to meet these requirements will cause the School District to initiate liquidated damages provided under Section 8.16.17 of these specifications.

- 8.8.2.1.2 “Child Check Mate” (or equivalent) child check system is to be installed on all buses, half buses, and 16/24-passenger vans dedicated to the Marlboro Central School District.

- 8.8.2.1.3 Two-way radios of at least 30 watt capacity, business band sufficient to reach all vehicles in operation from the most distant

point of the Marlboro Central School District to the dispatching station, which shall be maintained in operable condition at all times by the Contractor. No vehicles shall be operated outside the Marlboro Central School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Marlboro Central School District. These and any other cellular or digital telephones shall be operated consistent with State laws.

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

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

8.8.2.1.6 All buses must meet industry standard drawstring tests.

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

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

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

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

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

As an alternate to these specifications, the Bidder must provide a onetime charge per minivan, suburban vehicle, or sedan for the purchase and the installation of a folding roof mounted "School Bus" sign with flashing lights. The sign, lights, and installation must meet all Department of Transportation requirements, and the maintenance of the folding roof mounted "School Bus" sign with flashing lights shall be maintained at the Contractor's expense.

- 8.8.2.6 Special education vehicles must accommodate any “special” needs of students at the expense of the Bidder. This includes air conditioning if required by the student’s Individual Educational Plan (IEP).
- 8.8.2.7 The Director of Business and Finance or his/her designee(s) reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for immediately replacing those rejected vehicles with acceptable vehicles.
- 8.8.2.8 Bidders are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Marlboro Central School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.
- 8.8.2.9 No later than 30 days from receipt but not later than August 15th, of each year of the Contract, the Contractor shall submit to the Marlboro Central School District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State’s reporting period, April 1st to March 31st, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.
- 8.8.2.9.1 The Marlboro Central School District reserves the right to request periodically that the Contractor provides updated **Profiles** if the current **Profile** is not satisfactory to the Marlboro Central School District. It also reserves the right to request current and past Department of Transportation MC300 inspection report forms for vehicles in service to the Marlboro Central School District.
- 8.8.2.9.2 **Profiles** that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non performance damages, or cancellation of this Contract are those that have an Out-of-Service (OOS) rate of 10.1% or higher (Passing rate of 89.9% or lower).
- 8.8.3 Facilities
- 8.8.3.1 It shall be the responsibility of the Contractor to provide adequate

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

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

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

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

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

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

8.8.4 Fuel

8.8.4.1 All fuel will be provided through a cooperative arrangement between the Marlboro Central School District and the Town of Marlborough. Fuel will be provided for the direct performance of the transportation services required by the Marlboro Central School District. The Contractor’s buses will fuel at the Town’s Highway Department facility located at 1650 State Route 9W, Milton. However, the School District’s cost of fuel plus any administrative charge by the Town for Home-to-School deadhead miles, Summer School deadhead miles, as well as miles for Field and Sports Trips will be deducted from the payments due the Contractor in May and in June.

In effect, the School District will be paying for only the live miles of the Home-to-School and the Summer School Transportation programs.

The Marlboro Central School District will not provide fuel through any arrangements with a service station; a provider that does not provide fuel through a contractual agreement with any village, town, city, school district, BOCES, county, or through the New York State Office of General Services. Nor will it provide fuel through wet fueling from any truck.

The fuel type will be limited to diesel or gasoline.

The amount of fuel furnished will be based upon:

- 8.8.4.1.1 One (1) gallon of diesel fuel for each seven (7) live route miles for buses of 30/35-passenger and 65/66-passenger or larger.
 - 8.8.4.1.2 One gallon of diesel fuel for each fifteen (15) live route miles for vans of 16/24-passengers.
 - 8.8.4.1.3 One gallon of gasoline for each twenty (20) live route miles for vans of 16/24 passengers and wheelchair vans
 - 8.8.4.1.4 One gallon of gasoline for each twenty (20) live route miles for minivans of 7/8-passengers
- 8.8.4.2 The determination of live Home-to-School and Summer School route mileage shall be made by the Marlboro Central School District consistent with the routing and vehicle use as defined in these specifications.

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

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

8.8.4.2.1 If fuel is owed to the Contractor, the amount of fuel owed can be credited to the allowance for the following year or the Marlboro Central School District can pay the Contractor the current State contract value of the amount of fuel owed at the School District's option.

8.8.4.2.2 If the amount of fuel provided is in excess of the amount of fuel allocated, the Marlboro Central School District will deduct from the May and/or June monthly payment, or at some other time that may be mutually agreed upon by both parties, the value of the excess fuel plus any administrative fee charged by the Town that was provided at the time of delivery.

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

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

8.8.4.4 In the event the Marlboro Central School District is unable to supply fuel, said fuel must be supplied by the Contractor, the cost of which shall be reimbursed by the Marlboro Central School District upon submission of written receipts. Any State and/or Federal taxes due shall be the responsibility of the Contractor.

8.8.4.5 The Marlboro Central School District will not allow the Contractor to locate a fuel tank at the location of any of the School District's schools nor will it allow for any "wet fueling" of the Contractor's vehicles on its property.

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

8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will be reimbursed by the Marlboro Central School District upon

presentation of approved receipts. Tolls for any “deadhead” miles will not be reimbursed unless the cost of tolls is incurred through a “drop and pick” structure of a Field or Sports Trip.

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

8.8.6 Transition Plan

In the event the existing Contractor is not the successful Bidder, the Marlboro Central School District may require the successful Bidder to submit a Transition Plan to the Marlboro Central School District within 15 days after being notified that it is eligible for the Contract(s). Such Transition Plan must be approved by the Marlboro Central School District and any lease for a terminal must be secured prior to any formal award by the Board of Education. Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

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

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. The responsibility for the development and implementation of the Transition Plan rests fully with the Bidder.

8.9 SAFETY REQUIREMENTS

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

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Contractor with the help and cooperation of the Marlboro Central School District when needed.

Routes are subject to review and approval by the Director of Business and Finance or his/her designee(s) prior to implementation.

The Contractor designed routes shall be consistent with Marlboro Central School District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the Marlboro Central School District.

8.10.2 The School District requires the Contractor to utilize industry standard transportation management and routing software in route development and documentation.

8.10.2.1 Presently, the School District has two licenses for the use of Transfinder transportation program management and routing. The School District will allow the Contractor to use one license at no charge to interface with the School District's system.

If the Contractor has no transportation program management and routing software, and its proposed Terminal Manager requires training in the use of Transfinder, the School District will pay 50% of the cost for two (2) one-on-one four hour training sessions with a Transfinder Trainer who will provide training via GoToMeeting web conferencing.

8.10.2.2 If the Contract has industry standard transportation program management and routing software different than Transfinder, the routing software must enable the Contractor to provide to the School District viewing and printing rights and/or information that shall include, but not be limited to, ridership lists by route with students listed by bus stop that shows the pick-up/drop-off time as well as driver directions, ridership lists by grade, and ridership lists by school of attendance. Upon request, route maps are to be provided as well. Requested route information shall be provided in a timely manner.

Any costs associated with the non Transfinder transportation program management and routing software as well as the training of the Contractor's personnel in the use of the software shall be at no additional cost to the School District.

The Contractor and the School District will meet to develop procedures to keep current student information for transportation purposes.

The School District shall have the right, directly or through their designee(s), to view all information in the Contractor owned

transportation program management and routing software, and to receive copies of all information, that pertain to the operation of the School District's transportation program. Such information shall include, but not be limited to, student data, vehicle information and utilization, personnel utilized as drivers and attendants/monitors, and everything relate to route design as well as route structure.

- 8.10.3 The Marlboro Central School District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.
- 8.10.4 Both parties to the Contract agree to cooperate in revising the routes specified therein to improve service, operating efficiencies or economy. No route changes or bus stop locations shall be made by the Contractor without the prior written permission of the Director of Business and Finance or his/her designee.

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

No routes are to be doubled by the Contractor. All routes shall schedule the same driver in the morning and in the afternoon unless the Marlboro Central School District approves a change. Prior to the beginning of each year and each summer session, the Contractor will provide a route schematic for each route that includes the assigned driver's name and bus number. This information is to be updated whenever permanent driver and/or bus changes are made.

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

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

- 8.10.6 The number of days for which transportation will be required during the regular school year (September 1st to June 30th) will not exceed two hundred (200) days and, in any case, will be governed by the actual school calendar as adopted by the Marlboro Central School District's Board of Education including the calendars of all other schools for which the Marlboro Central School District is responsible for furnishing transportation.

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

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

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

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

- 8.10.8 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Director of Business and Finance or his/her designee.
- 8.10.9 The Contractor will be responsible for furnishing transportation to all schools and locations as required by the Marlboro Central School District.

8.10.10 SCHEDULE VARIATIONS

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

- 8.10.10.1 Marlboro Central School District-wide noon dismissals when required.
- 8.10.10.2 Early dismissals as per calendars provided by the Marlboro Central School District, including during the month of September and late

activity schedules as per published schedule

- 8.10.10.3 Comparable transportation from BOCES and all non-public schools covered by this Contract on days when the Marlboro Central School District has other than regular dismissals
 - 8.10.10.4 Early dismissals of any and all schools for parent conferences, special events, emergencies, etc.
 - 8.10.10.5 Comparable transportation for special education locations on days when the Marlboro Central School District schools are closed for any reason and the special education locations are open
 - 8.10.10.6 Dismissal as required during January and June examination weeks in the high school and the middle school
 - 8.10.10.7 Dismissal as required during June examination week at the middle and the elementary schools of the Marlboro Central School District as well as any and all non-public schools to which transportation is provided under the Contract
 - 8.10.9.8 Summer transportation as detailed in Appendix A and as required by the individual student programs
- 8.10.11 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by the Marlboro Central School District. This information is to be provided without charge to the Marlboro Central School District. Failure to meet this requirement will cause the Marlboro Central School District to initiate the liquidated damages provided under Section 8.16.17 of these specifications.

8.10.12 TRIAL ROUTES

At a time established by the Marlboro Central School District within two (2) weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. route to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the Marlboro Central School District of the same. Contractor must provide written verification of this trial route process to the Marlboro Central School District no later than September 1st of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and related times.** The cost of providing these mandated trial routes shall be at no additional

charge to the Marlboro Central School District and no billing for these routes shall occur.

8.11 OPERATING MATTERS

8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to the Marlboro Central School District, the Director of Business and Finance or his/her designee(s) is to be notified immediately, and the Marlboro Central School District accident procedures shall be followed.. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to the Marlboro Central School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the Marlboro Central School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event.

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

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

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

Such drills shall be held at such times and in such fashion as may be required by law or regulation. The Contractor shall, when requested, provide a bus and a driver for student emergency bus safety drill instruction, according to State

Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the Marlboro Central School District.

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

- 8.11.3 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. Additionally, drivers assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

At no additional cost to the Marlboro Central School District, bus drivers and attendants/monitors shall receive specific training in student behavior management. Such training shall be reviewed in each of the two State Education Department mandated refresher courses and included in the three hour pre-service course for new drivers.

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

- 8.11.4 Driver Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily vehicle inspection report or DVIR form each day that the bus is being operated. The report is to include a review of the mechanical condition of the bus and the driver's pre-trip/post-trip verification. Said forms must be kept on file by the Contractor and made available to the Director of Business and Finance or his/her designee as requested/required.

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

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

- 8.11.6 Epi-Pen Administration: All bus drivers and attendants/monitors (including substitute bus drivers and substitute attendants/monitors) in service to the Marlboro Central School District shall be trained in the administration of epinephrine auto-injector devices through a program of instruction approved by the Commissioner of Education pursuant to the rules of the State Education Department. Such training shall be reviewed in each of the two State Education Department mandated refresher courses and included in the three hour pre-service course for new drivers.

Such instruction shall be at no cost to the Marlboro Central School District.

- 8.11.7 Non-Marlboro Central School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Marlboro Central School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the Marlboro Central School District before agreeing to undertake the transportation of pupils for other School Districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the Marlboro Central School District with copies of each such related Contract with another school, School District, or individual for such transportation. The Marlboro Central School District reserves the right to require financial credit against stipulated vehicle charges for any additional services provided by the Contractor to other parties. The amount of the credit will be determined based upon discussions between the Marlboro Central School District and the Contractor. The Marlboro Central School District reserves the right to assign students from other School Districts to buses/routes. Should such assignment result in increased route time, the Contractor shall be compensated upon the approval of the Marlboro Central School District, according to the prices submitted in this Bid.

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

- 8.11.8 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Marlboro Central School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the Marlboro Central School District for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the Marlboro Central School District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the Marlboro Central School District to work

directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by Marlboro Central School District personnel.

- 8.11.9 Marlboro Central School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Marlboro Central School District as set out in the present written policies and rules of the Marlboro Central School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Marlboro Central School District.
- 8.11.10 Marlboro Central School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to the buildings, equipment, driveways, or other property of the Marlboro Central School District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.
- 8.11.11 Student Discipline Matters: In the event of any student discipline matter involving Marlboro Central School District students, the Contractor shall immediately notify the Marlboro Central School District in the manner as prescribed by Marlboro Central School District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the Marlboro Central School District.

Violation of good conduct, and improper behavior on the part of students, shall be handled strictly according to the procedures in effect in the Marlboro Central School District during the term of the Contract. It is of paramount importance that drivers and attendants/monitors maintain good order on the school buses and be trained in proper student behavior management techniques. Drivers and attendants/monitors will be required to attend meetings with parents/guardians regarding suspension and discipline hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the Marlboro Central School District's certification of any driver and attendant/monitor who fails to do so. Any cost or salary reimbursement for attendance by drivers and attendants/monitors shall be borne by the Contractor.

8.12 BASE PROGRAM BID

The Base Program Bid for the Transportation Contracts shall be for a Transportation Program for the July 1, 2015-June 30, 2016 school year consisting of regularly scheduled services similar to those as described in Appendix A or the option being considered in part or in totality described in Appendix A.

8.13 CHANGES IN BASE PROGRAM

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

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS

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

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

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

In compliance with the American with Disabilities Act and Section 504 of the Rehabilitation Act of 1973, (prohibiting discrimination against any person who is qualified with a disability), the Marlboro Central School District requires that any person, organization, group, or other entity with which it Contracts, subcontracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully.

8.14.3 COMPLIANCE WITH THE COMPREHENSIVE IRAN SANCTIONS, ACCOUNTABILITY, AND DIVESTMENT ACT OF 2010 (Public Law 111-195)

By submission of this Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its

own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

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

8.15 CONTRACT

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

8.16 NON-PERFORMANCE DAMAGES

The Marlboro Central School District has included non-performance damages in the event that financial remedies are needed to correct failures to provide the required transportation service and to ensure a high-quality level of service. It is not the Marlboro Central School District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the Marlboro Central School District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty.

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

8.16.1 If at any time the Contractor does not provide the required number and/or type of buses, drivers, or attendants/monitors for any base Bid programs under the Contract, the Board of Education shall deduct from their monthly payment the cost of the vehicle and/or the cost of the attendant/monitor for that day, plus \$100.00 per vehicle and/or \$100.00 per attendant/monitor..

8.16.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the Marlboro Central School District shall deduct from the monthly payment the pro-rata cost

of the vehicle(s) for that day, plus \$100.00 per vehicle.

- 8.16.3 If the Contractor utilizes vehicles in service to the Marlboro Central School District that does not meet the requirements stated in Section 8.8.2 of these specifications, the Marlboro Central School District shall deduct from the monthly payment the sum of \$100.00 per day for each vehicle operating in violation of the vehicle requirements.
- 8.16.4 This Contract envisions a quality, responsive transportation program that minimizes the Marlboro Central School District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the Marlboro Central School District, the Marlboro Central School District reserves the right to notify in writing the Contractor of such problems. Should similar operating problems reoccur, the Marlboro Central School District reserves the right to deduct \$400.00 per day per occurrence from the monthly payment for each such occurrence.
- 8.16.5 The Marlboro Central School District considers the presence of the Terminal Manager, or his/her Marlboro Central School District approved designee(s), at the dispatching station during regularly scheduled morning mid-day, and afternoon hours critically necessary for the Contractor to meet its oversight responsibility. If the Terminal Manager, or his/her approved designee, is not present during these time periods, the Marlboro Central School District shall have the right to deduct \$100.00 for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Terminal Manager or his/her approved designee is not present.

The penalty shall not be imposed if the Terminal Manager or his/her designee has to leave the dispatching station for an accident or some other emergency involving the School District's transportation service.

- 8.16.6 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the Marlboro Central School District reserves the right to deduct \$400.00 per day plus the cost of the route operated by the non approved driver from the monthly billing for service for each driver so employed.

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

- 8.16.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area traveled by his/her route and; the location of the route's bus stops and to help to identify any need for any route modification(s), and to help to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these specifications is considered a critical failure to meet the specifications of this Contract. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed, the Marlboro Central School District reserves the right to deduct \$100.00 from the monthly payment to the Contractor.
- 8.16.8 A reliable transportation system is important to meet the educational requirements of the students and the Marlboro Central School District. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, the Marlboro Central School District reserves the right to deduct \$100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the penalty will not be assessed.
- 8.16.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Marlboro Central School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to Marlboro Central School District.
- 8.16.10 The Marlboro Central School District requires that all buses that are utilized in the performance of this Contract have operating and active two-way radios. All vehicles that transport children outside of the radio coverage area shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Marlboro Central School District. A \$300.00 per day per bus penalty shall be assessed for any vehicle which does not comply with this requirement.
- If the Contractor fails to provide a portable two-way radio with a charger to the Marlboro Central School District prior to the first operating day of the transportation program or fails to replace the portable two-way radio and/or charger within three (3) business days; if the two-way radio should be removed for replacement, maintenance, or other type of service; the Marlboro Central School District reserves the right to deduct \$100.00 per day from the monthly billing for each day the transportation program is operating without a portable two-way radio for the Marlboro Central School District.
- 8.16.11 Extra-curricular transportation is an important element of the Marlboro Central School District's educational program. Therefore, it is expected that the Contractor will meet the Marlboro Central School District's needs given that the

Marlboro Central School District duly informs the Contractor of any trip at least 24 hours in advance of said trip.

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

The missed/late trip damages will be carried forward from one year to the next to determine the Marlboro Central School District's right of termination. Damages deductions from monthly payment will be \$300.00 for each late/missed trips plus a pro-rata cost of the vehicle. The Marlboro Central School District shall have the right to secure other transportation as deemed necessary and all costs above the contracted rate will be deducted from the monthly payment.

If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location and this requires the Marlboro Central School District to provide directions, the Marlboro Central School District shall collect damages equal to the one hour of drive time from the Contractor's monthly payment. This damages payment shall be in addition to any damages paid for being late to the Field and/or Sports Trip's destination as a result of being unaware of the trip's location and/or the most efficient means of traveling to/from the location.

Damages for missed/late Marlboro Central School District Field and Sports Trips where the driver is unaware of the trip location or the most efficient way to travel to/from the location shall not be held or be part of the accumulation of damages held in abeyance that are described in Section 8.16.13 of these specifications. They shall be collected from the monthly payment to the Contractor for the month the violation occurred.

The Marlboro Central School District shall have the right to terminate the Field and Sports Trip Contract upon 10 days written notice at the end of a total of ten trips where the Contractor has been late or missed a trip that includes the current and previous years.

- 8.16.12 As noted in these Specifications, the Bidder and/or drivers are prohibited from changing any routes (including bus stops) without prior Marlboro Central School District approval. If such unauthorized changes are made, the Marlboro Central School District reserves the right to withhold payment for any routes that are modified in an unauthorized fashion.

8.16.13 The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Marlboro Central School District expects the Contractor to maintain a DOT passing rate of at least 90.0% (OOS of no more than 10.0%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation **Bus Inspection System Operator Profile** (for the fleet servicing the Marlboro Central School District) no later than 30 days from receipt but not later than August 15th following the end of the March 31st, reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Marlboro Central School District does not eliminate the mandate. If the DOT inspection rate does not achieve the 87.5% passing rate level, the Marlboro Central School District reserves the right to require the following actions and damages:

8.16.13.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Marlboro Central School District an action plan to achieve the minimum of 90.0% plus level by the end of the current inspection reporting period for school buses in service to the Marlboro Central School District. This action plan will be reviewed with Marlboro Central School District personnel or its representative(s) and must be approved by the Marlboro Central School District. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Marlboro Central School District of a copy of the form MC300 for each DOT inspection made of school buses in service to the Marlboro Central School District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The Marlboro Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Marlboro Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the minimum 90.0% plus level during the next reporting period, the Marlboro Central School District reserves the right to assess damages of \$400 from the monthly payment to the Contractor for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria.

8.16.13.2 If the average DOT passing rate is between 85.0% and 87.6% passing at the terminal from which the fleet operating this Contract

is located, the Contractor shall submit to the Marlboro Central School District an action plan to achieve the minimum 90.0% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the Marlboro Central School District. This action plan will be reviewed with Marlboro Central School District personnel or its representative(s) and must be approved by the Marlboro Central School District. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Marlboro Central School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the Marlboro Central School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The Marlboro Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Marlboro Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the minimum 90.0% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the Marlboro Central School District reserves the right to assess damages of \$750 from the monthly payment to the Contract for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria.

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

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

8.16.13.4 If the DOT passing rate is 85.6% passing or less at the terminal from which the fleet operating this Contract is located, the Marlboro Central School District reserves the right to assess damages of \$2,500 from the monthly payment to the Contractor for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria and reserves the

right to terminate the Contract upon 60 days prior written notice to the Contractor.

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

- 8.16.14 Buses are required to carry proper identification signs, pursuant to these specifications. This identification is essential for the school's staff and pupils to identify the buses. Buses displaying no identification, multiple identifications, or wrong identifications, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the Marlboro Central School District reserves the right to levy a cost of \$100.00 per day as liquidated damages for each bus route operating in violation of these requirements.
- 8.16.15 If the Contractor fails to meet any of the requirements in these specifications, the Contractor shall be liable to a liquidated damages deduction of \$300 a day for such failure from the monthly payment for each occurrence.
- 8.16.16 The Marlboro Central School District requires all route and spare buses operating for the School District to have operable video and sound recording equipment. A \$250 per day per bus liquidated damages deduction may be assessed from the monthly payment due the Contractor for violation of this mandate.
- 8.16.17 The Marlboro Central School District shall have the right to terminate the Contract at the end of the current school year where the Contractor has failed to meet its obligation under the Contract, as evidenced by non-performance liquidated damages pursuant to this Section 8.16, which equals or exceeds \$5,000.00 in any single Contract Year, \$7,500.00 in any two consecutive Contract years, or \$10,000.00 in any three consecutive Contract years. It is understood and agreed by the Bidder that the assessment of penalties set forth in this Section 8.16 above shall be in addition to the right of the Marlboro Central School District to terminate this Contract for any of the reasons set forth in these documents, and that in the event of termination, the above penalties will be applied for the full period of non-compliance within any applicable notice period. In the case of termination under this Contract, the Marlboro Central School District shall also have the remedies to which it is entitled pursuant to the applicable sections of the Contract documents. The rights of the Marlboro Central School District under this paragraph shall not impede or limit the rights of the Marlboro Central School District pursuant to any applicable section(s) of the Contract documents and shall be in addition thereto.

As stated, it is not the Marlboro Central School District's desire to utilize the

liquidated damages provisions unless it is deemed necessary. To this end, and with the exception of payment deductions for services not performed, the Marlboro Central School District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed \$1,500.00 in any school year. Should the assessment level be reached, the Marlboro Central School District reserves the right to assess all accumulated penalties. During the term of any accumulation, the Marlboro Central School District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to respond to the Marlboro Central School District's determination.

- 8.16.18 No failure by the Marlboro Central School District to insist upon the strict performance of any term, covenant, agreement, or provision of this Contract or to exercise any right or remedy upon a breach thereof, and no acceptance by the Marlboro Central School District of any services during the continuance of any such breach, shall constitute a waiver of any such breach or of any such term, covenant, agreement or provision.

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

**APPENDIX A
PROGRAM DESCRIPTIONS**

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

George M. Carroll, Inc., with a terminal located at 5310 State Route 9W in Newburgh, is the Marlboro Central School District’s sole Home-to-School Contractor including the late routes and various shuttles, the sole Contractor for the Field and Sports Trips, and the primary Contractor for the Summer School special education transportation program. The transportation programs for which Bids are being sought include all of those that fall within these three categories and include the July 1, 2014-June 30, 2015 routes similar in number and structure to those listed below. However, the Marlboro Central School District does not guarantee the similarity in number and structure for the July 1, 2015-June 30, 2016 school year.

The School District does not provide fuel..

The Marlboro Central School District will not accept Bids for any partial or limited number of routes.

In-District School Information

Tier	School	Grades	Start/End Times	Comments	Enrollment
1	Marlboro High School 50 Cross Road, Marlboro	9-12	7:38 am	Warning Bell	619
			7:42 am – 2:30 pm	Monday to Thursday	
			7:42 am – 2:25 pm	Friday	
	Marlboro Middle School 1375 Route 9W, Marlboro	6-8	7:37 am	Warning Bell	429
			7:38 am – 2:22 pm	Regular School Session	
2	Marlboro Elementary School 1380 Route 9W, Marlboro	K-5	8:50 am	Buses to arrive	883
			3:15 pm	Bus dismissal	
			3:30 pm	Buses depart	
		-----			-----
Total		K-12			1,931

In-District Home-to-School Transportation Program

Presently, The School District utilizes 19 large buses operating on a two-tier structure to transport its students to/from school. Tier 1 consists of the high school and the middle school. Tier 2 consists of the elementary school. At 4:00 pm, four large buses are used as late routes for the high school and the middle school. In addition, subject to need, one or two shuttle buses are used at 3:05 pm to transport students to/from one or two out of the three schools: high school to/from middle school, middle school to/from elementary school, and elementary school to/from high school. The number of shuttle buses needed varies

Total yearly charges for the 19 in-District home-to-school buses are \$1,152,466.40 representing a per bus charge of \$60,656.13.

Total year charges for the four in-District late buses are \$54,052.70 representing a per bus charge of \$13,513.18.

There are no charges for the one/two 3:05 pm shuttle buses that transport students between the high school, the middle school, and the elementary school. These are part of the 19 buses that complete the afternoon school-to-home routes

One van is used primarily for in-District special education routes.

1. Three (3) students are transported to the high school/middle school at a charge of \$11,160.00
2. Six (6) students plus an attendant are transported to the elementary school at a charge of \$22,320.00

The in-District special education routes also provide transportation services to non special education students who reside on Reservoir Road in Marlboro.

Three (3) homeless students are transported from Newburgh to the elementary school at a charge of \$55,080.00. This route is operated by a van in the morning that is layered with the route to the Ostrander Elementary School. In the afternoon, the route is layered with the minivan to transport from the Hagan School and the Holy Trinity School.

Two (2) homeless students transported from Newburgh to the high school and the middle school at a charge of \$44,640.00. This route is operated by a van in the morning that is layered with the route to the Sacred Heart School. In the afternoon, the route is layered with the minivan to transport from the Orange-Ulster BOCES Satellite Program in Chester.

Destination Schools for Out-of-School District Home-to-School Transportation Program

The chart below shows the 2014-2015 locations to which students are being transported

For tracking purposes, the minivans are identified as M-1 to M-11. The vans are identified as V-1 to V-21. The van for the above homeless students is tracked as V-1. This tracking system does not reflect the Contractor’s vehicle identification numbers.

School	Address	Yearly Charge ⁽¹⁾	Vehicle	Comments
Abilities First at Red Hook High School	103 West Market Street Red Hook, N.Y.	\$59,400.00	Minivan No. M-1	
Arlington High School	1157 Route 55 LaGrangeville, N.Y.	\$44,640.00	Van No. V-2	

School	Address	Yearly Charge ⁽¹⁾	Vehicle	Comments
Astor Day Treatment Center	29 North Hamilton Street Poughkeepsie, N.Y.	\$29,624.20	Van No. V-3	\$73.00 per day extra for attendant
Bishop Dunn Memorial High School	50 Gidney Avenue Newburgh, N.Y.	\$39,744.60	Van No. V-4	
Center for Discovery	31 Kinnebrook Road Monticello, N.Y.	\$67,835.30	Minivan No. M-2	Includes cost of attendant
Center for Spectrum Services	70 Kukuk Lane Kingston, N.Y.	\$59,400.00	Van No. V-5	Includes cost of attendant Minimum of a 22-passenger van needed
Center for Spectrum Services	4 Yankee Place Ellenville, N.Y.	\$54,551.30	Minivan No. M-3	
Devereux in NY	40 Devereux Way Red Hook, N.Y.	\$53,512.40	Van No. V-6	Includes cost of attendant Specially modified van due to behavior problems
Dutchess BOCES	5 BOCES Road Poughkeepsie, N.Y.	\$38,154.90	Van No. V-7	Includes transportation to BETA site \$76.00 extra per day for attendant
Faith Christian Academy	254 Spackenkill Road Poughkeepsie, N.Y.	\$47,700.00	Van No. V-8	Combined with Oakwood Friends School in AM
Hagan School	42 Hagan Drive Poughkeepsie, N.Y.	\$46,387.20	Minivan No. M-4	Transportation combined with Holy Trinity School Minivan also used in PM for transportation of homeless students from Newburgh
Highland Elementary School	16 Lockhart lane Highland, N.Y.	\$44,100.00	Van No. V-9	
Highland High School	320 Pancake Hollow Road Highland, N.Y.	\$18,364.40	Minivan No. M-5	
Holy Trinity School	20 Springside Avenue Poughkeepsie, N.Y.	Included in cost to Hagan School	Transportation combined with Hagan School	Minivan also used in PM for transportation of homeless students from Newburgh
Jean Black School – Orange County AHRC	249 Broadway Newburgh, N.Y.	\$50,489.50	Minivan No. M-6	\$60.00 per day extra for attendant
Leptondale Christian Academy	1771 Route 300 Newburgh, N.Y.	\$39,744.60	Van No. V-10	

School	Address	Yearly Charge ⁽¹⁾	Vehicle	Comments
New York Military Academy	78 Academy Avenue Cornwall-on-Hudson, NY			Student not in attendance at the time of Bid specifications
Newburgh Preparatory Charter High School	471 Broadway Newburgh, N.Y.	\$43,200.00	Van NO. V-11	
Oakwood Friends School	22 Spackenkill Road Poughkeepsie, N.Y.	\$38,965.30	Van No. V-12	Combined with Faith Christian in AM separate route in PM due to 5:00 PM dismissal
Orange-Ulster BOCES Career & Technical Education Center	53 Gibson Road Goshen, N. Y.	\$58,694.80	Bus	Two buses used
Orange-Ulster BOCES Career & Technical Education Center ⁽²⁾	53 Gibson Road Goshen, N. Y.	\$58,694.80	Bus	Two buses used
Orange-Ulster BOCES Regional Education Center at Arden Hill	4 Harriman Drive Goshen, N.Y.	\$26,827.60	Bus	
Orange-Ulster BOCES Career & Technical Education Center	53 Gibson Road Goshen, N. Y.	\$68,357.50	Minivan No. M-7	CTech Program, GED, and GO Program – 3:00 pm pick-up only
Orange-Ulster BOCES Multi-Handicapped Program ⁽¹⁾	53 Gibson Road Goshen, N. Y.	\$60,481.30	Half Bus	Includes cost of attendant
Orange-Ulster BOCES Satellite Program in Chester	Chester Academy 64 Hambletonian Avenue Chester, N.Y.	\$54,000.00	Minivan No. M-8	Minivan also used in PM for transportation of homeless students from Newburgh
Ostrander Elementary School	137 Viola Avenue Wallkill, N.Y.	\$44,640.00	Van No. V-13	Van also used in AM for transportation of homeless students from Newburgh
Otisville Elementary School	2525 Mt. Hope Road Otisville, N.Y.	\$59,580.00	Van No. V-14	
Our Lady of Lourdes High School	131 Boardman Road Poughkeepsie, N.Y.	\$62,918.40	Includes two vans in AM and one van in PM. Van Nos. V-15 and V-16	
Poughkeepsie Day School	260 Boardman Road P:oughkeepsie, N.Y.	\$39,744.60	Van No. V-17	Transportation provided with St. Martin de Porres School and Tabernacle Christian Academy
Randolph School (The)	2467 State Route 9D Wappingers Falls, N.Y.	\$44,640.00	Van No. V-18	
Regina Coeli School	4337 Albany Post Road Hyde Park, N.Y.	\$47,700.00	Minivan No. M-9	
Sacred Heart School	24 South Robinson Avenue Newburgh, N.Y.	Included in cost to Jean Black School	Van No. V-19	Van also used in AM for transportation of homeless students from Newburgh

School	Address	Yearly Charge ⁽¹⁾	Vehicle	Comments
San Miguel Academy of Newburgh	241 Liberty Street Newburgh, N.Y.	\$47,700.00	Minivan No. M-10	
St. Martin de Porres School	122 Cedar Valley Road Poughkeepsie, N.Y.	Included in cost to Poughkeepsie Day School	Transportation provided with Poughkeepsie Day School and Tabernacle Christian Academy	
St. Mary School ⁽³⁾	106 Jackson Street Fishkill, N.Y.	\$45,200.10	Van No. V-20	
Tabernacle Christian Academy	155 Academy Street Poughkeepsie, N.Y.	Included in cost to Poughkeepsie Day School	Transportation provided with Poughkeepsie Day School and St. Martin de Porres School	
Ulster BOCES	319 Broadway Port Ewen, N.Y.	\$43,200.00	Van V-21	Special Education Program \$73.00 extra per day for attendant
Ulster BOCES	319 Broadway Port Ewen, N.Y.	\$33,693.00	Minivan No. M-11	
<ol style="list-style-type: none"> The yearly charge is shown for all transportation services/routes in order to make any financial comparison between routes valid. However, because some transportation services started after the beginning of school, the cost shown is not the full cost being paid by the School District. One of the Orange-Ulster BOCES routes is extended to transport one student to the Goshen Intermediate School at a cost of \$13,180.00 for extra time. The St. Mary School in Fishkill route is extended to transport one student to St. Mary School in Wappingers Falls at a cost of \$11,880.00 for extra time. 				

Destination Schools 2014 Home-to-School Summer School Transportation Program

School	Address	Charge	Comments
Anderson Center for Autism	4885 Route 9 Staatsburg, N.Y.		Residential placement
Astor Day Treatment Center	29 North Hamilton Street Poughkeepsie, N.Y.		Transportation provided by Durham School Services
Brookside School – Ulster County ARC	11 Tanhouse Brook Road Cottkill, N.Y.	\$11,027.40	
Center for Discovery	31 Kinnebrook Road Monticello, N.Y.	\$15,043.50	
Center for Spectrum Services	4 Yankee Place Ellenville, N.Y.	\$6,638.10	
Devereux in NY	40 Devereux Way Red Hook, N.Y.	\$11,309.40	
Dutchess BOCES	5 BOCES Road Poughkeepsie, N.Y.	\$7,098.30	

School	Address	Charge	Comments
Jean Black School – Orange County AHRC	249 Broadway Newburgh, N.Y.	Cost included with Ulster BOCES	
Orange-Ulster BOCES	53 Gibson Road Goshen, N. Y.	\$13,501.80	
Ulster BOCES	319 Broadway Port Ewen, N.Y.	\$14,412.90	
Note: All transportation services include an attendant.			

Summary of Fleet Utilization

Presently, the School District is utilizing the following number of vehicles:

Buses	Half Bus	Vans	W/C Vans	Mini Vans	Total
22	1	21	0	11	55

Field and Sports Trips

The existing Bid specifications have pricing based upon specific hours of service. Below is an estimated summary of information for the last school year.

Activity	July 1, 2013-June 30, 2014	July 1, 2014-June 30, 2015
Field Trips	\$72.00 per hour	\$73.00 per hour
Sports Trips		

APPENDIX C

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

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

2. ***Protective Measures Regarding Third Parties.*** The Contractor will ensure that any subcontractor or other person or entity with whom the Contractor shares student data is directed to consult the Parents' Bill of Rights for Data Privacy and Security posted on the School District's website.

3. ***Storage of Data.*** Contractor will maintain reasonable safeguards to protect the security, confidentiality, and integrity of personally identifiable information, as applied to student data, within its custody, including password protection and e-mail archiving (for information stored digitally) and manual lock and key (for physical copies of such information).

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

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

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

Contractor:

Signature _____ Date _____

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

HOLD HARMLESS AGREEMENT

It is hereby agreed and understood that the Contractor agrees to hold harmless and indemnify Marlboro Central School District, Marlboro Central School District Board of Education, and any officer, agent, servant or employee of the Marlboro Central School District from any lawsuit, action, proceeding, liability, judgment, claim, or demand which may arise out of:

- (a) Any injury to person or damage to property sustained by the Contractor, its agents, servants or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance under the contract except for such injury or damage arising out of negligence or willful misconduct of Marlboro Central School District, Marlboro Central School District Board of Education, its officers, agents, servants, or employees;
- (b) Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any neglect, act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.

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

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

This indemnification, defense, and Hold Harmless Agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that Contractor may deem the same to be frivolous or without merit. It is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost, or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the Contractor.

Signature _____ Date _____

Sworn to before me this ___ day of _____, 2015.

_____ (Notary Public)

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2. of the request for a Bid dated February 10, 2015 of the Marlboro Central School District, the undersigned hereby acknowledges the following:

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

Initials: _____

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

Initials: _____

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

Initials: _____

- e. Bidder certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to Section 8.14.4. YES NO If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

Print Date: _____

**MARLBORO CENTRAL SCHOOL DISTRICT
STUDENT TRANSPORTATION BID
FORM-OF-BID INFORMATION
FEBRUARY 10, 2015**

Board of Education
Marlboro Central School District
21 Milton Turnpike
Milton, New York 12547

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

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

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

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

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

1. Each Bidder will submit their Bids on the pricing sheets contained with this Bid document.
2. If the Bidder is a corporation, is it incorporated in New York?

Yes No If No, it must be authorized to do business in New York.
3. Address of Bidder's operating location for this Contract:

4. In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Document Package including the Instructions to Bidders, General Conditions, Certifications, and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

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

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

6. Pursuant to Specifications 8.8.2.8, vehicle list of Contractor must be included with the Bid on Appendix B.
7. These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract(s) by the Marlboro Central School District. The Bidder's endorsement below signifies that the Bidder is aware of all required information, and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that the School District has the sole discretion to determine the best Bid(s) to meet its needs.

Very truly yours,

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**MARLBORO CENTRAL SCHOOL DISTRICT
HOME-TO-SCHOOL TRANSPORTATION BID
PRICING SHEET – 1**

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of February 10, 2015

Bidder's Name: _____

1. Three Year Contract

Three Year Contract Period					
2015-2016 Three Year Home-to-School Transportation Contract					
	65/66- Passenger Bus	30/35- Passenger Half Bus	16/24- Passenger Van	2-Wheelchair A/C Van	7/8- Passenger A/C Minivan
Charge for Four (4) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$		\$		\$
Charge for Excess Daily Live Hours	\$		\$		\$
School District will provide fuel for live miles					
Note the daily live hour charge for a minivan will be the same as the price for a suburban vehicle, or a sedan.					

Home-to-School Contract		
2015-2016 Year Attendant/Monitor Transportation Services		
Three Year Contract	Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van		

Percentage Increase for Home-to-School Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Three Year Contract	%	%		
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

2. Five Year Contract

Five Year Contract Period					
2015-2016 Three Year Home-to-School Transportation Contract					
	65/66- Passenger Bus	30/35- Passenger Half Bus	16/24- Passenger Van	2-Wheelchair A/C Van	7/8- Passenger A/C Minivan
Charge for Four (4) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Five (5) Daily Live Hours	\$	\$	\$	\$	\$
Charge for Six (6) Daily Live Hours	\$		\$		\$
Charge for Excess Daily Live Hours	\$		\$		\$
School District will provide fuel for live miles					
Note the daily live hour charge for a minivan will be the same as the price for a suburban vehicle, or a sedan.					

Home-to-School Contract		
2015-2016 Year Attendant/Monitor Transportation Services		
Five Year Contract	Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the bus or van		

Percentage Increase for Home-to-School Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Five Year Contract	%	%	%	%
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

3. Contract Alternatives for Three Year and Five Year Contract Period

Contract Alternate No. 1					
Percentage for 100% Performance Bond for Home-to-School Contract					
Contract Period	Percentage for 2015-2016	Percentage for 2016-2017	Percentage for 2017-2018	Percentage for 2018-2019	Percentage for 2019-2020
Three Year Contract Period	%	%	%		
Five Year Contract Period	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

Contract Alternate No. 2		
Onetime Charge for Folding Roof Mounted "School Bus" Sign with Flashing Lights per Minivan, Suburban Vehicle, or Sedan		
Onetime Charge	\$	If the School Districts should elect to require a folding roof mounted "School Bus" sign with flashing lights, the cost of the purchase and the installation of the roof mounted School Bus" sign with flashing lights will be included in the calculation for each minivan for an award.
If the School Districts should elect to require a folding roof mounted "School Bus" sign with flashing lights for the minivans, suburban vehicles, or sedan used for the Home-to-School Contract, vehicles with this sign and lights must be used for the Summer School Contract.		

4. Is the Bidder willing to accept the award of the Home-to-School Contract,
 without the award of the Field and Sports Trips Contract? Yes _____ No _____
 without the award of the Summer School Contract? Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**MARLBORO CENTRAL SCHOOL DISTRICT
FIELD AND SPORTS TRIPS TRANSPORTATION BID
PRICING SHEET – 2**

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of February 10, 2015

Bidder's Name: _____

1. Three Year Contract

Three Year Contract Period				
2015-2016 Three Year Field and Sports Trips Transportation Contract (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)				
	65/66-Passenger Bus	30/35-Passenger Half Bus	16/24-Passenger Van	2-Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
In no case shall the driving or waiting rate per hour exceed 60% of the hourly rate calculated based on the Home-to-School Contract – four hour rate - for a similarly sized vehicle.				
Contractor will provide fuel.				

Three Year Contract Period				
2015-2016 Three Year Field and Sports Trips Transportation Contract (Encompassing AM and PM Route Times)				
	65/66-Passenger Bus	30/35-Passenger Half Bus	16/24-Passenger Van	2-Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
In no case shall the driving or waiting rate per hour exceed 75% of the hourly rate calculated based on the Home-to-School Contract – four hour rate - for a similarly sized vehicle.				
Contractor will provide fuel.				

Three Year Field and Sports Trips Contract		
2015-2016 Year Attendant/Monitor Transportation Services (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)		
Three Year Contract	Charge per Daily Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van		

Three-Year Field and Sports Trips Contract		
2015-2016 Year Attendant/Monitor Transportation Services (Encompassing AM and PM Route Times)		
Three Year Contract	Charge per Daily Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van		

Percentage Increase for Field and Sports Trips Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Three Year Contract	%	%		
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

2. Five Year Contract

Five Year Contract Period				
2015-2016 Five Year Field and Sports Trips Transportation Contract (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)				
	65/66-Passenger Bus	30/35-Passenger Half Bus	18/22-Passenger Van	2-Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
In no case shall the driving or waiting rate per hour exceed 60% of the hourly rate calculated based on the Home-to-School Contract – four hour rate - for a similarly sized vehicle.				
Contractor will provide fuel.				

Five Year Contract Period				
2015-2016 Five Year Field and Sports Trips Transportation Contract (Encompassing AM and PM Route Times)				
	65/66-Passenger Bus	30/35-Passenger Half Bus	18/22-Passenger Van	2-Wheelchair A/C Van
Charge per Hour for Time	\$	\$	\$	\$
In no case shall the driving or waiting rate per hour exceed 75% of the hourly rate calculated based on the Home-to-School Contract – four hour rate - for a similarly sized vehicle.				
Contractor will provide fuel.				

Five-Year Field and Sports Trips Contract		
2015-2016 Year Attendant/Monitor Transportation Services (Between AM and PM Route Times, After School Hours, Weekend, and Holiday or School Vacation Periods)		
Five Year Contract	Charge per Daily Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van		

Five-Year Field and Sports Trips Contract		
2015-2016 Year Attendant/Monitor Transportation Services (Encompassing AM and PM Route Times)		
Five Year Contract	Charge per Daily Hour for Attendant/Monitor	\$
Paid total hours of Attendant/Monitor will be the same as the number of paid total hours of the bus or van		

Percentage Increase for Field and Sports Trips Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Five Year Contract	%	%	%	%
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

3. Contract Alternative for Three Year and Five Year Contract Period

Contract Alternate					
Percentage for 100% Performance Bond for Field and Sports Trips Contract					
Contract Period	Percentage for 2015-2016	Percentage for 2016-2017	Percentage for 2017-2018	Percentage for 2018-2019	Percentage for 2019-2020
Three Year Contract Period	%	%	%		
Five Year Contract Period	%	%	%	%	%
If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.					

4. Is the Bidder willing to accept the award of the Field and Sports Trips Contract,

without the award of the Home-to-School Contract? Yes _____ No _____

without the award of the Summer School Contract? Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

**MARLBORO CENTRAL SCHOOL DISTRICT
SUMMER SCHOOL TRANSPORTATION BID
PRICING SHEET – 3**

Bid to provide student transportation services pursuant to the specifications with a Bid submission date of February 10, 2015

Bidder's Name: _____

1. Three Year Contract

Three Year Contract Period			
2015-2016 Three Year Summer School Transportation Contract			
	16/24-Passenger A/C Van	2-Wheelchair A/C Van	7/8-Passenger A/C Minivan
Charge for Two (2) Daily Live Hours	\$	\$	\$
Charge for Three (3) Daily Live Hours	\$	\$	\$
Charge for Four (4) Daily Live Hours	\$		\$
Charge for Excess Daily Live Hours	\$		\$
School District will provide fuel for live miles			
The rates quoted for summer transportation shall not exceed the rates quoted for Home-to-School transportation.			

Summer School Contract		
2015-2016 Year Attendant/Monitor Transportation Services		
Three Year Contract	Charge per Daily Live Hour for Attendant/Monitor	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the van		

Percentage Increase for Summer School Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Three Year Contract	%	%		
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

2. Five Year Contract

Five Year Contract Period			
2015-2016 Five Year Summer School Transportation Contract			
	16/24-Passenger A/C Van	2-Wheelchair A/C Van	7/8-Passenger A/C Minivan
Charge for Two (2) Daily Live Hours	\$	\$	\$
Charge for Three (3) Daily Live Hours	\$	\$	\$
Charge for Four (4) Daily Live Hours	\$		\$
Charge for Excess Daily Live Hours	\$		\$
School District will provide fuel for live miles			
The rates quoted for summer transportation shall not exceed the rates quoted for Home-to-School transportation.			

Summer School Contract		
2015-2016 Year Attendant/Monitor Transportation Services		
Five Year Contract	Charge per Daily Live Hour for Attendant/Monitor=	\$
Paid live hours of Attendant/Monitor will be the same as the number of paid live hours of the van		

Percentage Increase for Summer School Transportation Services Contract				
	Percentage Increase for 2016-2017	Percentage Increase for 2017-2018	Percentage Increase for 2018-2019	Percentage Increase for 2019-2020
Five Year Contract Period	%	%	%	%
There is to be no percentage increase that exceeds 3.0% from one Contract year to the next.				

3. Contract Alternative for Three Year and Five Year Contract Period

Contract Alternate No. 1					
Percentage for 100% Performance Bond for Summer School Contract					
Contract Period	Percentage for 2015-2016	Percentage for 2016-2017	Percentage for 2017-2018	Percentage for 2018-2019	Percentage for 2019-2020
Three Year Contract Period	%	%	%		
Five Year Contract Period	%	%	%	%	%

If the School Districts should elect to require a Performance Bond, the cost of the Performance Bond will be included in the calculation for an award.

Contract Alternate No. 2		
Roof Mounted "School Bus" Sign with Flashing Lights for each Minivan, Suburban Vehicle or Sedan		
If the School Districts should elect to require a roof mounted "School Bus" sign with flashing lights for the minivans, suburban vehicles, or sedan used for the Home-to-School Contract, vehicles with this sign and lights must be used for the Summer School Contract.		
Onetime Charge	\$	If the Bidder should elect not to submit a Bid for the Home-to-School Contract, then the Bid submission for the Summer School Contract must include a onetime charge for the purchase and the installation of a folding roof mounted "School Bus" sign with flashing lights per minivan for inclusion in the calculation as an alternate for each minivan for an award.

4. Is the Bidder willing to accept the award of the Summer School Contract,
 without the award of the Home-to-School Contract? Yes _____ No _____
 without the award of the Field and Sports Trips Contract? Yes _____ No _____

Bid submission by:

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

THIS FORM MUST BE SIGNED AND SUBMITTED WITH BID

NON-COLLUSIVE BID OR BID CERTIFICATION

Firm Name: _____

Business Address: _____

Telephone No. _____ Date of Bid: _____

I. GENERAL BID CERTIFICATION

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

II. NON-COLLUSIVE BIDDING OR BID CERTIFICATION

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

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

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

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

2) Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and

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

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

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

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

Signature: _____

Print Name: _____

Print Title: _____

Print Company: _____

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Corporation:

STATE OF _____ }
COUNTY OF _____ } SS.:

On this _____ day of _____, 20 ____, before me personally appeared _____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____

_____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____
Qualified in _____
Commission Expires: _____

If Partnership:

STATE OF _____ }
COUNTY OF _____ } SS.:

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

Notary Public, State of _____
Qualified in _____
Commission Expires: _____