



Suffern Central School District

45 Mountain Avenue
Hillburn, New York 10931

Bid Title: Pupil Transportation Services RFB #: SCSDPTS03162023

Bid Opening: Date: Thursday, March 16, 2023 Time: 10:00 AM

Bid Terms and Conditions

The Suffern Central School District is accepting bids from individuals or transportation companies having specific experience in the area(s) outlined in the Request for Bid.

The objective of this Request for Bid is to enter into a contract with the selected Bidder to furnish special education pupil transportation services for the Suffern Central School District as outlined herein for the period of on or about September 1, 2022 to June 30, 2023 with the option to renew each year providing the Bidder and the District agree on the terms.

Failure to comply with all provisions of the Request for Bid may result in disqualification. Bid responses must be sealed when delivered. The outside of the bid envelope should be marked with:

**“Request for Bid # SCSDPTS03162023, Pupil Transportation Services
March 16, 2023@ 10:00 AM”**

The envelope itself is to be addressed as follows:
SUFFERN CENTRAL SCHOOL DISTRICT
ATTN: HEATHER CAMPBELL, DISTRICT CLERK
45 MOUNTAIN AVENUE
HILLBURN, NEW YORK 10931

Bids received after the above-cited time will be considered a late bid and will not be accepted.

The Suffern Central School District reserves the right to reject any and all bids received as a result of this advertisement. If a bid is selected, it will be the most advantageous regarding price, quality of service, the vendor's qualifications, and capabilities to provide the specified service, and other factors which Suffern Central may consider.

SPECIFICATIONS

Introduction:

The Suffern Central School District (the “School District”) solicits bids for providing the following transportation services for the remainder of the 2022-2023 school year: out-of-district pupil during the school year 2022-2023 (on or about March 22 to June 30, 2023).

Any Bidder awarded a contract by the School District pursuant to this Request for Bid (“RFB”) shall be bound by the terms and requirements set forth in these Specifications. As used in these Specifications of this RFB, “Contractor” shall mean a Bidder who is awarded a pupil transportation contract as result of this RFB; the “Contract(s)” shall refer to the transportation contracts sought to be awarded through this RFB; and “school bus” shall mean any vehicle (*e.g.*, bus, van, car) operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

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

Section 1: Requirements for School Bus Drivers and Vehicles

- A. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the School District:
1. Article 19-A of the New York State Vehicle and Traffic Law
 2. CDL licensing
 3. Section 156.3 of the Regulations of the Commissioner of Education
 4. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident.

- B. A complete list of all regular and substitute drivers is to be submitted to the District prior to the start of service and during the life of the contract. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District's Superintendent of Schools or designee.

All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees. All school bus drivers, mechanics, bus monitors and attendants must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with all requirements of federal and New York laws, ordinances, and regulations (including but not limited to the regulations of the Commissioners of the New York State Education Department, New York Department of Transportation and New York Department of Motor Vehicles), including but not limited to all requirements for licenses, trainings, certifications, physical examinations, physical performance tests, fingerprinting, background checks, and drug and alcohol testing.

- C. The Contractor shall ensure that the on-duty driving hours of all drivers providing services to the School District comply with all applicable state and federal laws and regulations, including but not limited to Part 395 of title 49 of the Code of Federal Regulations (49 CFR Part 395).
- D. The Contractor shall indemnify, defend and hold harmless the District, and its Boards of Education, officers, employees, agents and volunteers from and against any claims, actions, causes of action, liability, damages, including attorneys' fees and costs, which may arise from the Contractor's decision to terminate the employment of any employee or agent who had been assigned to the District.
- E. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups and drop-offs.
- F. The Contractor agrees to have its drivers utilize two-way radios of at least 110-watt capacity. The two-way radios utilized must be capable of direct transmission to the base station dispatcher from any point to and from the destination facility while operating under the awarded contract(s) and shall always remain in contact with the dispatcher's base station when school buses are in service pursuant to the awarded contract(s). Cellular phones or other communication devices may be used to augment the two-way radios and are required for out-of-district routes. Under no circumstance shall a bus driver violate any local, state or federal laws and regulations regulating the use of cellular devices while driving.
- G. The school buses to be used in this contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation.
- H. The Contractor shall have bus numbers painted on the roof of all school buses operated for the School District under the contract(s) awarded as a result of this RFB.
- I. All school buses utilized to provide the transportation services that are the subject of this RFB shall be equipped with a functional camera system that provides video, visual, and audio recording and a clear view of the entire interior of the vehicle. Such camera system shall include a minimum of two (2) cameras on vehicles capable of

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transporting more than twenty (20) passengers. Cameras must be installed and operated in manner satisfactory to the School District. The Contractor will install and maintain the camera system at no additional cost to the School District.

- J. When car seats and safety harnesses are needed for specific pupils, they shall be provided by the Contractor at the Contractor's expense. All adaptive equipment must be kept in excellent working order. The Contractor will instruct all school bus drivers as to the proper installation of car seats, safety harnesses and wheelchairs, where required, and insure drivers are capable of properly securing pupils in them.
- K. All vehicles utilized to provide transportation services must be air conditioned.
- L. In addition to the necessary school buses and vans to meet the scheduled needs, the Contractor is required to have sufficient spare vehicles located at such place to ensure that the spare vehicle can respond to a vehicle need within fifteen (15) minutes.
- M. Drivers, Monitors and Attendants
 - 1. Each proposed regular or substitute school bus driver must be twenty-one (21) years of age or older. All school bus drivers shall have the necessary qualifications and be licensed for driving public vehicles for hire and school buses in the State of New York and shall be required to have on file with the Contractor, subject to inspection by the Board of Education, or its designee, evidence that they have satisfied all requirements of Article 19A of the Vehicle and Traffic Law, Section 156.3 of the Regulations of the New York Commissioner of Education, the Department of Transportation and all other agencies municipalities applicable thereto.
 - 2. Each regular or substitute school bus driver shall be examined annually by a physician prior to beginning service.
 - 3. The Bus Driver 19 A/SED checklist must be submitted annually to the School District for each driver. No regular or substitute driver is to be assigned to perform any part of the awarded contract(s) prior to written approval by the Superintendent of Schools or Superintendent of School's designee.
 - 4. Each regular or substitute bus driver must submit themselves for fingerprinting by police authorities as prescribed by the New York Commissioner of Education and Article 19-A of the New York Vehicle and Traffic Law.
 - 5. School bus drivers shall not smoke or use electronic cigarettes on any school bus or anywhere on School District property. School bus drivers shall not eat or drink while on the school bus.
 - 6. Each Bidder must include in the submitted bid a complete list of all current school bus drivers in the Bidder's operation closest to the School District who have been involved in accidents during the past three years.
 - 7. Since the action and conduct of the bus drivers reflect upon the school system as a whole, the School District reserves the right to have the Contractor immediately replace drivers the School District determines unsatisfactory.
 - 8. Each driver will be responsible for complete control of the school bus. Each driver will be responsible for the pupil discipline and the pupil management of the bus, without the use of fear or force, and will have commensurate skill and authority to cope with this responsibility. Each driver will communicate any pupil problems to the building principal and/or the School District transportation office. Each driver must be able to communicate both verbally and in writing, as necessary, in English, to execute his/her responsibilities in this regard. Each driver may expect help and guidance from the building principal and School District transportation supervisor on addressing pupil behavior. Accidents must be reported immediately to the Contractor's dispatch/management staff, and, if necessary, the driver should move the school bus to a safe area and wait for help to arrive. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to notify immediately the School District transportation supervisor of all accidents, pupil misconduct and all other unusual situations that arise during the pupil transportation services provided pursuant to the awarded contract.

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9. In order to command a high public respect for the transportation staff as a whole, all drivers providing services pursuant to the awarded contract will present a neat personal appearance at all times.
 10. Drivers will keep the interior and exterior of buses in a clean and sanitary condition. Buses shall be cleaned on the interior daily.
 11. During the COVID-19 pandemic and until further notified by the School District, ALL vehicles utilized to perform the services of the contract awarded as a result of this RFB must be cleaned and sanitized following all CDC, New York State Department of Health, and Rockland County Department of Health requirements and guidelines, including at a minimum sanitizing between each route as well as deep cleaning after the morning routes and again after the afternoon routes. The cost for these procedures will be borne by the Contractor.
 12. Drivers are required to be in their school buses during the loading and unloading of passengers to supervise such loading and unloading. School buses with pupils on board will not be left unattended under any circumstances.
 13. Each driver is required to check all seats on the school bus operated by the driver each day following each trip of their route assignment after unloading pupils, to ensure that no pupils or articles have been left on the vehicle.
 14. If, at any time, the Contractor uses a driver in the performance of the awarded contract who has NOT been approved by the Superintendent of Schools prior to the start of service, the Contractor will be liable in the sum of \$300.00 for each route, trip or occurrence driven by said driver.
 15. School bus drivers are expected to maintain an established time schedule for pick-up and delivery of pupils at school and at home. Variances from approved time schedules must be reported immediately by each driver through the Contractor's dispatch/management staff to the school the pupils attend (including in-district and out-of-district public and nonpublic schools) as well as the School District's transportation office.
 16. All drivers must show proof of a TB Test within six months from the starting date of employment. Drivers who are known to be positive reactors to such a test must present proof of treatment and/or chest x-ray(s). For such drivers who are known to be positive reactors, a physician's statement attesting that such individuals are free of communicable disease must be presented.
 17. Each driver will ensure that all safety equipment is operational on the school bus he/she is operating. This includes but is not limited to seat belts, flashing lights, stop signs, and stop-arms.
 18. Notwithstanding any provision of this RFB and the contract awarded pursuant to this RFB, the Contractor's employees, including but not limited to dispatcher(s), drivers, monitors and attendants, shall not be deemed employees of the School District.
- N. Fines/Liquidated Damages: In view of the difficulty the School District will suffer by reason of defaults on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of the awarded contract(s) and shall not be deemed a penalty.
1. The School District may deduct Five hundred dollars (\$500.00) from the Contractor's subsequent payment for the following:
 - a. Each time a driver operates a vehicle in service under the awarded contract(s) when he/she has not received the proper training, instruction, and/or courses as required herein and by applicable state, federal and local laws and regulations and/or has not received such training, instruction and or courses within the time period required herein or by applicable state, federal and local laws and regulations.
 - b. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
 - c. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a two-way radio set in sound working order.

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- d. Each school day or portion thereof the Contractor provides services with a vehicle that does not have a camera system in sound working order that complies with the requirements of this RFB.
 - f. Each time a driver transports an unauthorized rider on an approved School District route.
 - g. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
 - h. Each school day or portion thereof that the Contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of the awarded contract(s) and with all applicable New York State and federal laws, regulations, Executive Orders (of the Governor of New York State or President of the United States), or health and safety guidance issued by the New York State Department of Health, Rockland County Department of Health or the CDC, including but not limited to structural and safety provisions.
 - i. Each occurrence, after a driver unloads pupils at a facility or home drop off point, where a pupil has been left on the vehicle unattended.
 - j. Each time a driver, monitor or attendant is caught smoking on a school bus or school property and each time a driver, monitor or attendant is caught eating or drinking on a school bus.
 - k. Each time an accident/incident is not reported to the School District immediately.
 - l. Each time a driver, who has not been approved by the Superintendent of Schools, operates a vehicle in service under the awarded contract(s).
 - m. Each time a driver drops off a kindergarten student at dismissal bus stop without an authorized adult or older sibling being present
 - n. Each time a driver, while provided transportation services under the Contract(s), uses a cellular telephone in violation of any local, state or federal laws and regulations regulating the use of cellular devices while driving.
 - o. Each time the Contractor uses an attendant or monitor, who has not been approved by the Superintendent of Schools, to provide services under the awarded contract(s).
 - p. Each time the Contractor fails to have a driver (regular or spare) for a scheduled route or trip.
 - q. Each time a school bus does not appear for its pick-up or delivery times on a bus route within ten (10) minutes of its scheduled time without prior School District approval.
 - r. Each time a vehicle used to provide services under the awarded contract(s) does not meet the age and safety requirements of this RFB and all applicable New York State and federal laws and regulations.
 - s. Each time a vehicle that breaks down is not replaced within twenty (20) minutes.
 - t. Each time the Contractor fails to provide a monitor or attendant when required by the School District.
 - u. Each time bus runs are doubled up without School District approval.
2. The School District may deduct Two Hundred-Fifty Dollars (\$250.00) may be deducted from the Contractor's subsequent payment for the following:
 - a. Each time a driver uses inappropriate language.
 - b. Each time unsafe driving is observed.
 - c. Each time a driver does not have on his or her person an appropriate operator's/driver's license.
 - d. Each time a pupil is missed on an approved route because of the lack of driver training and/or the lack of proper routing directions.
 - e. Each time a driver makes an unauthorized stop.
 - f. Each time a driver fails to turn on his/her radio or does not respond when called when there is no reason to be away from the school bus.
 - g. Each time a school bus is "out of range" or unreachable.
 - h. Each time a driver fails to shut off the engine, set the brake, put the vehicle in gear, or put the wheels to the curb when he/she leaves the driver seat.
 3. The School District's failure to enforce or apply any fine set forth in this section shall not constitute a waiver by the School District to enforce such provisions and apply the fines set forth in this section in the future.

O. Time and Hour Calculations

Transportation beyond the usual may be necessary at times and places. This additional service shall be supplied by the Contractor at NO extra cost to the School District.

Adherence to pick-up times at a home, school, intersection, or bus stop is required. Drivers must have a time piece

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available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a pupil is occasionally late.

No charge will be considered for early dismissals or late arrival to and from school on any day that has been scheduled and is on the school calendar, for emergency inclement weather transportation or school bus safety drills required by law.

Section 2 - Safety

- A. All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies and officials of the State of New York.
- B. Each driver is expected to remain with his/her school bus at all times, whether at a school building or on the route.
- C. It shall be the duty of each driver to operate his/her school bus at a reasonable rate of speed at all times in conformity with the traffic laws, ordinances and regulations governing the use of school buses and motor vehicles in New York Vehicle and Traffic Law and Section 156.3 of the Regulations of the New York Commissioner of Education. Drivers shall not exceed a maximum speed limit of 55 miles per hour on any road within or outside of New York State while driving their school bus with passengers on board.
- D. Each driver shall use all care to guard the pupils on his/her school bus, prevent undue crowding and maintain order in his/her school bus at all times without the use of force or fear. Any pupil refusing to obey the driver shall be reported to the building principal immediately.
- E. Every driver is responsible for the following: All pupils riding on school buses are to board and be discharged at designated stops only. Courtesy stops are prohibited. Unauthorized passengers are prohibited.
- F. All school buses shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in New York State Education Department training program.
- G. The Contractor shall provide all school buses, drivers, attendants and monitors requested by the School District to conduct all mandated school bus safety drills at such locations, times and on dates designated by the School District at no additional charge to the School District.
- H. The Contractor's employees shall not smoke or use electronic cigarettes on School District premises, within buildings of the School District or within School District or contractor-owned vehicles.
- I. Absent an emergency that necessitates the transportation of standing passengers, no standing passengers shall be permitted when a school bus is in motion.
- J. The Contractor will ensure that bus drivers, when called upon by either the School District or municipal authorities, will cooperate in the prosecution of cases before the court involving motorists who are charged with having passed a stopped school bus.
- K. Pupils from other school districts may be transported on buses under contract to the School District at the School District's direction without additional charge.
- L. After one month of operation, the drivers will have learned the names of the school bus riders.
- M. All vehicles providing the transportation services pursuant to the Contract(s) awarded as a result of this RFB shall conform to the New York State Department of Transportation regulations and carry at least one fully equipped First Aid Kit and at least one operable Fire Extinguisher, regardless of vehicle capacity. Vehicles carrying handicapped and/or non-ambulatory students will also have a State-mandated regulation Fire Blanket and belt cutters.
- N. All drivers will adhere to Section 156.3(i) of the Regulation of the New York Commissioner of Education concerning the idling of school buses. All drivers will turn off the vehicle engine while waiting to load or off load

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passengers on school property or while waiting or standing on school grounds or in front or adjacent to any school, except to the extent idling is necessary (a) for mechanical work, (b) to maintain an appropriate temperature for passenger comfort, (c) in for emergency evacuations when necessary, or (d) as needed to operate wheelchair lifts.

- O. All drivers shall maintain a safe braking distance between his/her school bus and the vehicle ahead for full assurance that the school bus can be safely stopped should the vehicle ahead make a sudden stop. When stopping a school bus, the stop shall be made in a manner so as not to endanger passengers or place the bus in danger of being struck in the rear by another vehicle.
- P. All drivers shall ensure that a sign, no less than 4" x 6" designating their route number, is posted in the first window on the passenger side of their bus prior to the start of their route.
- Q. Drivers shall not allow pupils to enter or leave the bus while it is in motion.
- R. Drivers shall not allow pupils to thrust their heads or arms out of open windows.
- S. The driver of a school bus, when discharging pupils who must cross the highway, shall instruct such pupils to cross the highway at a distance of 15 feet in front of the vehicle so as to be in the vision of the driver. The driver shall also keep such school bus halted with red signal lights flashing until such pupils have reached the opposite side of the highway, street or private road and until such passengers are at least 15 feet from the bus and either off the highway, street or private road or on a sidewalk.
- T. Fuel tanks shall not be filled while pupils are in the school bus.
- U. The Contractor must maintain a drug-testing program for transportation employees, including but not limited to pre-employment, random, post-accident, for cause and return duty testing.

Section 3 - Number of Pupils to Be Transported

The number of pupils to be transported under this contract shall be designated from time to time by the Board of Education's designee.

Section 4 - Insurance and Bonds

- A. Workers' Compensation, Disability and Employer's Liability Insurance
The Contractor shall obtain and maintain standard Workers' Compensation, Disability and Employer's Liability Insurance such as will meet the requirements of the Workers' Compensation Law of the State of New York and any other state or federal body having jurisdiction. Proof of said Workers' Compensation, Disability, and Employer's Liability Insurance will be filed with the School District. The proof of Workers' Compensation and Disability Insurance shall be on forms prescribed by the New York State Workers' Compensation Board. An ACORD certificate is not acceptable proof of Workers' Compensation and Disability Insurance.
- B. Automobile Liability Insurance
 - 1. The Contractor shall obtain and maintain automobile liability insurance with minimum limits as described in subparagraph "(2)" herein below. Such insurance shall include coverage on all vehicles owned or leased by the Contractor. The School District shall be an additional named insured on all such policies.
 - 2. The Contractor must comply with the following Insurance Requirements:
 - a. **Enclosed with the bid, the Contractor must include a letter from an insurance carrier stating that no less than the minimum limits of insurance required in the RFB will be met.** The insurance carrier must be licensed to do business in New York State and must be rated with a minimum of "A-" in the latest edition of A.M. Best's *Insurance Guide*.
 - b. Minimum insurance coverage amounts for each bus will be: Automobile insurance with a symbol "1" covering all school vehicles, including owned, hired, borrowed and non-owned vehicles, with limits of at least \$5,000,000 combined single limit (bodily injury and property damage). No aggregate limit. Coverage at least equal to ISO form #CA 00 01 12 93. No

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endorsements reducing or limiting coverage.

- C. Commercial General Liability with limits of at least \$5,000,000 per occurrence/\$5,000,000 aggregate, \$2,000,000 Products and Completed Operations, \$1,000,000 Personal and Advertising Injury, \$1,000,000 Sexual Misconduct and Assault, \$100,000 Fire Damage and \$10,000 Medical Expense. Coverage for bodily injury, property damage, personal injury and advertising injury, fire damage, medical expense and negligent hiring, training and supervision. State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training, and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct. Coverage at least equal to ISO form #CG 00 01 01 96. No endorsements reducing or limiting coverage.
- D. \$10,000,000 (ten million dollar) umbrellas or excess liability coverage is required. No aggregate limit to apply to automobile liability coverage. Must be at least following form of underlying coverage.
- E. Workers' Compensation coverage covering all employees in amounts as required by New York State law.
- F. Disability Benefits coverage covering all employees in amounts as required by New York State law.
- G. Sexual misconduct insurance will be included in the general liability policy and evidenced on the insurance certificate.
- H. Said policy or policies shall be primary to any policies of insurance available to the School District and must contain thirty (30) days prior notice to the respective Board of Education of cancellation or content change. Notwithstanding any terms, conditions, or provisions, in any other writing between parties, the Contractor hereby agrees to effectuate the naming of the School District as an unrestricted additional insured on the Contractor's insurance policies, with the exception of Workers' Compensation and New York State Disability insurance. The policy naming the School District, as additional insured shall state that the Contractor's coverage shall be primary and non-contributory coverage for the School District and its Board of Education, employees and volunteers. The Contractor shall also agree to indemnify each District for any applicable deductibles and self-insured retentions for claims made by the School District under the insurance policies of the Contractor and policies of the School District arising from the intention misconduct or reckless or negligent acts and/or omissions of the Contractor and the Contractor's owners, officers, directors, employees, contractors and agents. The insurance policies of the Contractor naming the School District as an additional insured shall be from an A.M. Best A- rated or better insurer, licensed and admitted in New York State. Additional insured status shall be provided by standard or other endorsements that extend coverage to the School District (CG 20 26) or equivalent. A completed copy of the endorsement must be attached to the Certificate of Insurance. The decision to accept an endorsement rest solely with the School District.
- I. The limits outlined above are strictly minimum amounts. The School District encourages the use of higher limits and assumes no liability in the event that claims are presented against the Contractor for amounts in excess of these minimum limits.
- J. The Contractor shall deposit with the School District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date prior to commencing services under the Contract(s). Renewals are to be deposited with the School District before expiration of coverage. It is the Contractor's responsibility to initiate the submission of such evidence and proof and the lack of any specific request following award of the contract(s) from the School District at policy or contract renewal or any other time does not waive or eliminate the requirement.
 - 1. To the extent any subcontractors are authorized by the School District, unless agreed in a writing signed by both parties, the Contractor's subcontractors are subject to the same insurance requirements as the Contractor (including additional insured status) and proof of the subcontractor's insurance must be submitted to the School District before the subcontractor begins providing services on behalf of the Contractor to the School District. In the event the Contractor fails to obtain proof of its subcontractor's insurance and a claim is made or suffered based on the acts or omissions of the subcontractor for which no coverage is available, to the maximum extent permitted by law, the Contractor shall indemnify, defend and hold harmless the School District and the School District's Board of Education, officers, employees

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and volunteers from any and all claims for which the required insurance would have provided coverage. This indemnity obligation is in addition to any other indemnity obligations provided in this RFB and the Contract(s).

- K. To the maximum extent permitted by law, the Contractor shall hold harmless, defend and indemnify the School District and its Board of Education, officers, employees, and volunteers from all claims for damages to property and bodily injury, including death, which may arise from operations under the Contract(s), including but not limited to claims brought against the School District by third parties, employees of the District, or employees of the Contractor.
- L. In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor and the Contractor's owners, officers, directors, employees, contractors and agents to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District or its residences. The Contractor shall be required to make the necessary repairs at its expenses, as soon as possible after the damage occurs, for any property damaged by the Contractor or the Contractor's owners, officers, directors, employees, contractors and agents.
- M. The Contractor acknowledges that failure to obtain the required insurance on behalf of the School District constitutes a material breach of the Contract(s) and subjects the Contractor to liability for damages, indemnification and all other legal remedies available to the School District. The School District is a member/owner of the New York Schools Insurance Reciprocal (NYSIR). The Contractor acknowledges that the procurement of the above-described insurance is intended to benefit not only the School District but also the NYSIR, as the School District's insurer.
- N. Insurance Certificates
Before execution of the contract, the Contractor shall file with the Board of Education triplicate copies of certificates verifying such coverage, which certificates shall state:
1. The required policy(ies) will not be canceled nor coverage there under reduced without thirty (30) days written notice to the School District; and
 2. That a similar thirty (30) days written notice will be given to the School District prior to the expiration of the policy if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal.
 3. Such certificate shall show the name and address of the insured Contractor, the type of services being provided to the School District (e.g., transportation), the policy number, the type of coverage, the inception and expiration dates and it shall verify what coverages are excluded from the policy. The Board of Education reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the Contractor agrees to assist, if necessary, in obtaining such information. At the School District's request, the Contractor shall provide a copy of the declaration page of its the liability and umbrella/excess policies with a list of endorsements and forms. If requested by the School District, the Contractor will provide a copy of any policy's endorsements and forms.
 4. The Board of Education requires that the School District be an additional insured on the Contractor's insurance policies (with the exception of Workers' Compensation and New York State Disability Insurance) at no cost to the School District.
- O. Save Harmless
Independent of the above insurance requirements and of the below performance bond requirement, and in addition thereto, to the maximum extent permitted by the law, the Contractor shall indemnify and save the School District and the School District's Board of Education, officers, employees, agents and volunteers harmless from any and all claims and damages for bodily injury, including death, to any person or persons and for damage to real and personal property arising from the ownership, operation, use, including loading and unloading and control of the Contractor's owned, hired, borrowed and non-owned vehicles in its performance of the transportation Contract(s) whether due, in whole or in part, to acts of negligence or other culpable conduct, omission or commission, breach of warranty, or strict liability in regard to the maintenance or operation of said vehicles by the Contractor or the Contractor's owners, officers, directors, employees, contractors or agents, and whether or not due to contributing

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negligence of said School District or the School District's Board of Education, officers, employees, agents and volunteers, if any, so long as not due solely to the negligence, if any, of said School District or the School District's Board of Education, officers, employees, agents and volunteers. The School District shall give the Contractor reasonable notice of any such claim received by the School District and will cooperate with the Contractor in the Contractor's defense, litigation, or settlement of such claims or suits at the Contractor's sole expense without recourse to said School District for contribution.

Section 5 – School District and Contractor Responsibilities

- A. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the School District with a copy of its BUSNET Bus Inspection Operator Profile Summary for the latest period. The School District expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10%.
- B. The Contractor will provide school buses equipped in accordance with the requirements of this RFB and all applicable federal, state and local laws, rules, and regulations together with any necessary supplies for proper maintenance and operation of the school buses used to fulfill the requirements of the awarded contract(s). The Contractor will also employ and supply fully trained and qualified school bus drivers, attendants and monitors necessary to fulfill the terms and conditions of the awarded contract(s), including but not limited to the terms and conditions of this RFB and its Appendices, and provide supervision over the operation and maintenance of the school buses and conduct of the drivers, attendants and monitors provided by the Contractor. The Contractor shall provide substitute and standby drivers as may be necessary to ensure continuity of service. The Contractor must provide dispatch personnel at all times services are being provided pursuant to the contract(s) awarded as a result of this RFB. The Contractor will provide insurance in compliance with the requirements of this RFB. The Contractor will assist the School District in designing more efficient routes subject to the School District's prior approval. If there is any question about route mileage or route timing as stated in the specifications of the RFB, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of his/her bid and consider any inconsistencies in his/her bid.
- C. The Contractor warrants and guarantees:
1. That the Contractor is financially solvent and is experienced in and competent to perform the pupil transportation services that are the subject of this RFB and to furnish the labor, materials, supplies, and equipment to perform such transportation services.
 2. That it shall procure and maintain Workers' Compensation Insurance, New York State Disability Insurance, and New York State Unemployment Insurance for all of its employees engaged in the performance of the awarded Contract(s). The Contractor shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in this RFB. Certificates of Insurance will be submitted no later than 30 days prior to the initiation of each contract year.
 3. That it will comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the School District and that it will comply with all other applicable Federal, State or local laws, rules, and regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
 4. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the School District.
 5. That all pupil transportation services provided pursuant to the Contract(s) shall be provided without regard to a pupil's actual or perceived race, creed, color, weight, gender (including gender identity and gender expression), sex, sexual orientation, national origin, ethnic group, religion, religious practice, age or disability.
 6. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, gender, marital status, military status, domestic violence victim status, predisposing genetic characteristic or any other classification protected by New York State or federal law. That Contractor will not so discriminate in connection with but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, or selection for training or retraining, including apprenticeship and on-the-job training.
 7. That it will comply with all federal laws, regulations, rules and requirements for drug and alcohol testing and be responsible for any and all fines related thereto. This is a basic Contractor qualification standard.
 8. That it will comply with any and all applicable federal, New York State and/or local laws, rules, regulations,

Suffern Central School District

and Executive Orders (of the Governor of New York State or President of the United States), or health and safety guidelines, rules, determinations, or guidance issued by the New York State Department of Health, Rockland County Department of Health or the CDC as they concern pupil transportation in the State of New York, specifically and the United States of America, generally.

9. That it has knowledge of and understands all New York State and federal statutes, rules and regulations, including but not limited to regulations of the Commissioner of New York State Education Department, the Commissioner of the New York State Department of Transportation and the Commissioner of the New York State Department of Motor Vehicles, relating to transportation of students, and in particular students with special needs, and those statutes, rules and regulations have been taken into account in making the bid submitted in response to this RFB.
- D. The Contractor shall be required to furnish the Board's representative within eight (8) weeks after the start of contract actual route mileage for each route, unless the New York State Education Department requires earlier notification.
 - E. **Fuel:** The Contractor shall provide all fuel for all vehicles necessary to provide the transportation services covered by this RFB and the awarded contract(s).
 - F. **Buses:** All school buses used for the awarded transportation contract(s) shall be equipped with seat belts (aka passenger restraints) for every seated passenger in compliance with the Federal Motor Vehicle Safety Standards (FMVSS) section 571.222.
 - G. **School Year and Number of Days:** The school year is 183 days for both public and non-public schools for the purposes of the contract(s) intended to be awarded as a result of this RFB.

Snow days, icy roads, or other days when transportation is doubtful, only the Superintendent of Schools or his/her designee has the right and duty to determine if there will be school. The Contractor will hold vehicles and drivers until such time that he/she is notified by the Superintendent or designee that there will be no transportation of pupils for the particular day involved.

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

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

- J. **NYSDOT Records: Each bid shall include a current report from the NYSDOT Busnet computer database for the previous three years.** If this information is not available, please explain. This information must include all companies that are currently or previously owned by the Bidder either in part or in whole.

The Bidder must provide a complete copy of its most recent NYS DMV 19A Record Review and DMV Annual Statistical Report. If a Bidder has had vehicle registrations suspended in the past four years by DMV as a result of a 19A Record Review, the Bidder shall be deemed unqualified.
- K. Each Bidder may provide any other information or data that further demonstrates its experience, qualifications, responsibility and/or ability to provide high quality service compliant with the requirements of this RFB.
- L. The Contractor shall provide the School District with a reference list which lists the names of all school districts serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with.
- M. Each Bidders awarded a contract as a result of this RFB must complete the Data Sharing and Confidentiality Agreement contained within this RFB within ten (10) days after the School District's Board of Education's resolution awarding the contract(s) or prior commencement of transportation, whichever shall occur first.

Section 6 - Two Way Radios/Cell Telephones/AV Equipment

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

As previously stated, all school buses utilized to provide the transportation services that are the subject of this RFB shall be equipped with a functional camera system that provides video, visual, and audio recording and a clear view of the entire interior of the vehicle. Such camera system shall include a minimum of two (2) cameras on vehicles capable of transporting more than twenty (20) passengers. Cameras must be installed and operated in manner satisfactory to the School District. The Contractor will install, maintain and operate the camera system at no additional cost to the School District.

Section 7 - Regulations of the Commissioner of Education

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

Section 8 - School Locations and Time Schedules

Current schedules and destinations are included in this RFB. The School District will provide its 2022-2023 calendar to the Contractor to which transportation will be provided under the contract(s) awarded as a result of this RFB. Based on the school calendars provided by the School District, the Contractor shall be responsible to know the days on which school is in session for each of the schools to which transportation is provided.

Section 9 - Fleet Information and Bus Replacement

Fleet description, inspection records and results are to be included in the bid. The bid submitted in response to this RFB must include a list of all vehicles owned or otherwise available to provide services to the School District that includes for each vehicle: the make (name of the manufacturer), model, the year of manufacture, fuel type, the seating capacity, and the name of the owner of the vehicle. Buses and vans must be newer than ten years old. Average age of fleet will affect score for vehicle replacement schedule.

Section 10 - Bid

- A. One (1) original and one (1) copy of each bid and its related materials must be received by the Suffern Central School District by 10:0 a.m. on March 16, 2023 in an envelope clearly marked:

**PUPIL TRANSPORTATION BID: RFB # SCSDPST03162023,
Suffern Central School District Pupil Transportation Services,
Bid Opening: March 16, 2023 @ 10:00am.**

All bids must be submitted in a sealed opaque envelope marked with
Bid Name and Number and returned by specified date to:
Heather Campbell, District Clerk
Suffern Central School District
45 Mountain Avenue, Hillburn, New York 10931

Suffern Central School District

- B. The School District reserves the right in one or more Addendum to change the date, time and location of the opening of bids, in which case the marking on the envelope shall reflect the new date and time. If the School District Clerk's Office is closed on the date and time bids are scheduled to be opened due to inclement weather or other emergency, bids will be opened on the next business day on which the District Clerk's Office is open at the same previously scheduled time and bids may be received until such date and time that bids are opened.
- C. Bids must include copies of all pages of the RFB with each page initialed by the contractor.
- D. Following contract award or rejection of all bids, bids are subject to public inspection upon request pursuant to the Freedom of Information Law ("FOIL"), except to the extent that certain information has been designated by the Bidder in the submitted bid as constituting a trade secret or other proprietary information or data and the School District concurs that the designated information constitutes a trade secret or other proprietary information. If a Bidder believes that a portion of its bid contains trade secrets or other proprietary data that should remain confidential and not be disclosed, a statement advising the School District of this fact shall accompany the bid and the information is to be identified wherever it appears in the bid. Identifying an entire bid as proprietary is unacceptable and may result in no part of the bid being treated as constituting a trade secret or other proprietary information or data.
- E. All bids shall remain firm for forty-five (45) days after the opening of bids. The 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 School District that its bid has been withdrawn.
- F. Term of the contract for pupil transportation services awarded as a result of this RFB, if any, shall be for the remainder of this 2022-2023 school year.
- G. Each bid will be received with the understanding that its acceptance, in writing, by the School District, following award by the Board of Education, to furnish any or all of the transportation services described in this RFB shall constitute a Contract(s) between the Bidder and the School District that is subject to the approval of the New York Commissioner of Education. The Contract(s) shall bind the Bidder to furnish the labor, equipment and material required at the prices and in accordance with the conditions of his/her bid as accepted by the School District.

Interpretation of Bidding Documents

No interpretation of the meaning of the specifications or other Contract document will be made to any bidder orally. Any questions regarding this bid must be emailed to Arlene Noonan at anoonan@sufferncentral.org prior to 8:00 A.M. May 10, 2023. Any such questions will be answered via the BidNet Direct Website, with email copies to all interested bidders who have registered their email address and intent to bid with the District. Responses will be provided within 2 business days of receipt.

Section 11 - Contract

- A. The Contract for transportation or any right, title, or interest therein or payments to be made thereunder may not be assigned, transferred or otherwise disposed of by the Contractor without the written approval of the Board of Education of the School District, the Superintendent of Schools of the School District, and the New York Commissioner of Education. The School District's Board of Education may withhold such approval for any reason whatsoever in its absolute discretion.
- B. If the Contractor is declared in default, the Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the School District. Said damages are to include reasonable attorney's fees incurred in contracting with another party. If the Contractor is declared in default, the School District shall only be liable for payment in accordance with the provisions of the awarded contract(s) for services rendered prior to the effective date of termination less any costs and damages suffered by the School District as a result of the Contractor's default.

Suffern Central School District

- C. Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said conformance is received by the School District.
- D. In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between a provision of the Contract Documents and a provision of state or federal law or regulation, the Bidder is required to draw such matter to the attention of the School District in writing before it submits a bid. If the Bidder fails to do so, the School District shall resolve such ambiguity, inconsistency, error or conflict and the Contractor will be bound by the School District's resolution and interpretation.
- E. In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the School District requires any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including bids and request for 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.

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

Section 12 - Payments

- A. The acceptance by the Contractor of the Final Payment for each pupil transportation contract per school year shall release the School District of all liability to the Contractor for all services performed in connection with the pupil transportation contracts and for every act and neglect of the School District and others relating to or arising out of the pupil transportation contract(s) and.
- B. Payments of any invoice or claim shall not preclude the School District from making claims for adjustment on any item found not to have been in accordance with the awarded contract(s) and this RFB (including but not limited to its or the awarded contract(s) conditions and specifications).
- C. The School District may withhold from the Contractor so much of the payment due the Contractor for fines assessed pursuant to the Contract(s) and this RFB as well as such sums as may in the judgment of the School District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials on the Contractor's behalf pursuant to the Contract(s). The School District shall have the right, as agent for the Contractor to apply any amounts so withheld in such manner as the School District may deem proper to satisfy such claims or to secure such protection. Such application of said money shall be deemed payments for the account of the Contractor.
- D. Payment by ACH for services rendered under the provisions of a contract awarded as a result of this RFB shall be made upon receipt of properly itemized invoices submitted to the School District. Such payments for regular school year services (September to June) shall be made monthly by ACH on the basis of services already rendered. Payments for summer school student transportation services will be made after the completion of the summer busing programs for the student transportation provided based on the number lives hours and vehicles utilized. If an invoice is received by the tenth day of a given month, payment will be tendered within thirty (30) days of receipt of the invoice. With adjustments for agreed variations, the monthly payment for regular school year services (September to June) will ordinarily approximate one-tenth (1/10) of the yearly Contract(s) amount, with a total of ten (10) payments per year. No later than the last payment, there will be included any debit or credit due to audit of hours, number of vehicles used, or other mutually agreed to revision that would affect the total yearly cost.
- E. No payment will be made for spare vehicles unless used in actual service for additional routes. No payment will be

Suffern Central School District

made for buses and vans that are scheduled to operate but that fail to provide services due to labor disputes, mechanical problems, driver shortages, or similar operating issues that are deemed by the School Districts to be within the control of the Contractor.

**Pupil Transportation Services
RFB # SCSDPTS03162023
Home to School**

1 year contract: 2022-2023

I hereby submit a bid for out of district special education transportation services for the Suffern Central School District for the remainder of the school year 2022-2023 in accordance with the Request for Bid.

Regular Year Daily Vehicle Rate for 2022-2023: \$_____

Signature: _____

Printed Name: _____

Firm: _____

Address: _____

Telephone: _____ FAX: _____

Email: _____

Date: _____

**Request for Bid # SCSDPTS03162023, Pupil Transportation Services
March 16, 2023 @ 10:00 AM**

All bids must be submitted in a sealed opaque envelope marked with
Bid Name and Number and returned by specified date to:
Heather Campbell, District Clerk
Suffern Central School District
45 Mountain Avenue, Hillburn, New York 10931

Transportation Information:

Regular School Year Transportation as follows:

Regular School Year –

Outside Rockland County –

Student resides at the intersection of W 184th Street & Nicholas Ave, New York, NY 10033 and attends Suffern High School, 49 Viola Rd, Suffern, NY 10901

No special requirements.

Partial School Year – Beginning on or about March 22, 2023 through June 30, 2023 (estimated 54 days)

School Bell Times: 7:10 AM arrival and 2:05 dismissal during the school year.

NAME OF BUS COMPANY _____

EXPERIENCE IN PUPIL TRANSPORTATION*

1.	<u>Type of School Bus Transportation Experience</u>	<u>Dates of Service</u>
	_____	_____
	_____	_____
	_____	_____

2.	<u>Other Kinds of Bus Transportation Experience</u>	<u>Dates of Service</u>
	_____	_____
	_____	_____
	_____	_____

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

Date

Signature of Bus Company Representative

*To be filled out if the Contractor has had previous transportation experience.

** Use additional pages if necessary

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

Applicant Name _____
 (print)

(PHASE 1)

Comments

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

Interview Approval _____ Date _____
 (District Transportation Supervisor)

(PHASE 2)

Comments

19 A Application	[]	
Fingerprint Cards	[]	
Annual records Review	[]	
Physical/Medical	[]	
Road Test	[]	
Written Test	[]	
Physical Performance Test	[]	
Drug Test Results	[]	
3 Hour Pre-Service	[]	
DS 3.6 (10 year driver check)	[]	

Approval to Hire _____ Date _____
 (District Transportation Supervisor)

CONFLICT OF INTEREST CERTIFICATION

Name of Bidder _____

Business Address _____

Telephone Number _____ Date of Bid _____

The Bidder above mentioned declares and certifies:

First That the said Bidder is of lawful age and the only one interested in this bid, and that no one other than said Bidder has any interest herein.

Second That this bid is made without any previous understanding, agreement or connection with any other person, firm, or corporation making a bid for the same purpose, and is in all respects fair and without collusion or fraud.

Third That no member of the Board of Education of the Suffern Central School District nor any officer or employee or person whose salary is payable as a whole or in part from the treasury of Suffern Central School District is directly or indirectly interested in this bid or in the supplies, materials, equipment, labor, or services to which it relates, or in any portion of the profits thereof.

Fourth That said Bidder has carefully examined the instructions, schedules, and specifications prepared under the direction of the board of Education, and will, if successful in this bid, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, equipment services, and labor for which this bid is made.

Fifth That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Sixth The following non-collusive bid certification applies to this bid.

Subscribed and sworn to before me

this ____ day of _____, 20__

(Person, Firm, or corporation)

Notary Public

(Authorized Signature)

NON-COLLUSIVE BID CERTIFICATION

A. By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and if this is a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of the Bidder’s 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 any 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 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 purchasing unit of the political subdivision, public department, agency, or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

C. If the Bidder is a corporation, the corporation shall be deemed to have been authorized by the board of directors of the Bidder to make the above certification and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(SEAL OF CORPORATION)

Corporate or Company Name

Subscribed and sworn to before me
this _____ day of _____, 20____

By: _____
Signature

Notary Public

Title

THIS FORM MUST BE SIGNED AND NOTARIZEDSUBMIT WITH BID**

HOLD HARMLESS AGREEMENT

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

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

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

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

TO THE MAXIMUM EXTENT PERMITTED BY LAW, THIS INDEMNIFICATION, DEFENSE, AND HOLD HARMLESS AGREEMENT SHALL APPLY TO ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGMENT, CLAIM, OR DEMAND, OF WHATEVER NAME OR NATURE, NOTWITHSTANDING THAT BIDDER AWARDED A CONTRACT(S) MAY DEEM THE SAME TO BE FRIVOLOUS OR WITHOUT MERIT. IT IS INTENDED THAT THIS AGREEMENT BE INTERPRETED IN THE BROADEST MANNER POSSIBLE SO AS TO INSULATE ALL OF THE ENTITIES, PARTIES, AND INDIVIDUALS NAMED ABOVE FROM ANY LIABILITY, COST, OR JUDGMENT, MONETARY OR OTHERWISE, AS THE SAME MAY RELATE TO THE PERSONNEL AND SERVICES PROVIDED BY THE BIDDER AWARDED A CONTRACT(S).

Corporate or Company Name

Subscribed and sworn to before me
this _____ day of _____, 20__

By: _____
Signature

Notary Public

Title

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

In order to be considered a responsible bidder or Bidder, entities must certify that they are not on the list created and maintained by the State Office of General Services cataloging significant investment in the Iranian energy sector.

Entities that cannot make this certification will only be awarded a contract if:

1. The entity's investment activities in Iran were made before April 12, 2012; the investment activities in Iran have not been expanded or renewed after that date; and the entity has adopted, publicized, and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
2. The School District makes a determination, in writing, that the goods or services are necessary for the School District to perform their functions and that, absent such an exemption, the School District would be unable to obtain the goods or services for which the contract is offered.

By submission of this 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 the Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the New York State Finance Law.

(Person, Firm, or Corporation)

(Authorized Signature)

(Print name of Authorized Signer)

Sworn to before me this
_____ day of _____, 20____

Notary Public

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

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

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

that I am the _____ of the _____
(Title/Position of Signer) (Name of Bidder)

and that by submission of this Bid, I certify on behalf of the above-named Bidder, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that the above-named Bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy, at a minimum, meets the requirements of Section 201-g of the New York State Labor Law.

Signature

Sworn to before me this
_____ day of _____, 20____

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

CONTRACT VEHICLE LIST

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

Contractor's Name: _____

Authorized Signature: _____

Make/Model	Year of Mfg.	Seating Capacity	Fuel Type

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

DATA SHARING AND CONFIDENTIALITY AGREEMENT

1. Purpose

(a) The Suffern C..S.D. (hereinafter “District”) and [*vendor name*] (hereinafter “Vendor”) are parties to a contract or other written agreement pursuant to which Vendor will receive student data and/or teacher or principal data that is protected under New York Education Law Section 2-d and Part 121 of the Regulations of the Commissioner of Education (collectively referred to as “Section 2-d”) from the District for purposes of providing certain products or services to the District (the “Agreement”).

(b) This Data Sharing and Confidentiality Agreement supplements the Agreement to which it is attached, to ensure that the Agreement conforms to the requirements of Section 2-d. This Data Sharing and Confidentiality Agreement, includes in Appendix A the District’s Bill of Rights for Data Security and Privacy (Section A) with Supplemental Information (Section B) signed by Vendor that the District is required by Section 2-d to post on its website.

(c) In consideration of the mutual promises set forth in the Agreement, Vendor agrees that it will comply with all terms set forth in the Agreement and this Data Sharing and Confidentiality Agreement. To the extent that any terms contained in the Agreement, or any terms contained in any other appendix, exhibit, policy or document attached to and made a part of the Agreement or incorporated into the Agreement by reference, conflict with the terms of this Data Sharing and Confidentiality Agreement, the terms of this Data Sharing and Confidentiality Agreement will apply and be given effect. In addition, in the event that Vendor has online or written Privacy Policies or Terms of Service (collectively, “TOS”) that would otherwise be applicable to its customers or users of the products or services that are the subject of the Agreement between the District and Vendor, to the extent that any terms of the TOS, that are or may be in effect at any time during the term of the Agreement, conflict with the terms of this Data Sharing and Confidentiality Agreement, the terms of this Data Sharing and Confidentiality Agreement will apply and be given effect.

2. Definitions

As used in this Data Sharing and Confidentiality Agreement:

(a) “Student Data” means personally identifiable information, as defined in Section 2-d, from student records that Vendor may receive from the District pursuant to the Agreement.

(b) “Teacher or Principal Data” means personally identifiable information, as defined in Section 2-d, relating to the annual professional performance reviews of classroom teachers or principals that Vendor may receive from the District pursuant to the Agreement.

(c) “Protected Data” means Student Data and/or Teacher or Principal Data, to the extent applicable to the product or service actually being provided to the District by Vendor pursuant to the Agreement.

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

3. Confidentiality of Protected Data

(a) Vendor acknowledges that the Protected Data it receives pursuant to the Agreement originates from the District and that this Protected Data belongs to and is owned by the District.

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

4. **Data Security and Privacy Plan**

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

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

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

(a) Vendor will implement all state, federal, and local data security and privacy requirements including those contained within the Agreement and this Data Sharing and Confidentiality Agreement, consistent with the District's data security and privacy policy.

(b) Vendor will have specific administrative, operational and technical safeguards and practices in place to protect Protected Data that it receives from the District under the Agreement, including at a minimum those described in the "Data Storage and Security Protections" portion of Section B of Appendix A.

(c) Vendor will comply with all obligations contained within Section B of Appendix A entitled "Supplemental Information for Agreement between the Suffern C.S.D. and Vendor," Vendor's obligations described within this section include, but are not limited to:

(i) its obligation to require subcontractors or other authorized persons or entities to whom it may disclose Protected Data (if any) to execute written agreements acknowledging that the data protection obligations imposed on Vendor by state and federal law and the Agreement shall apply to the subcontractor, and

(ii) its obligation to follow certain procedures for the return, transition, deletion and/or destruction of Protected Data upon termination, expiration or assignment (to the extent authorized) of the Agreement.

(d) Vendor has provided or will provide training on the federal and state laws governing confidentiality of Protected Data for any of its officers or employees (or officers or employees of any of its subcontractors or assignees) who will have access to Protected Data, prior to their receiving access.

(e) Vendor will manage data security and privacy incidents that implicate Protected Data and will implement plans to identify breaches and unauthorized disclosures as described in the vendor's privacy policy. Vendor will provide prompt notification to the District of any breaches or unauthorized disclosures of Protected Data in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement.

5. **Notification of Breach and Unauthorized Release**

(a) Vendor will promptly notify the District of any breach or unauthorized release of Protected Data it has received from the District in the most expedient way possible and without unreasonable delay, but no more than seven (7) calendar days after Vendor has discovered or been informed of the breach or unauthorized release.

(b) Vendor will provide such notification to the District by contacting Dr. Lillian Rinchiera, Data Privacy Officer directly by email at lrinchiera@sufferncentral.org or by calling (845) 357-7783 x11259.

(c) Vendor will cooperate with the District and provide as much information as possible directly to Dr. Lillian Rinchiera or her designee about the incident, including but not limited to: a description of the incident,

the date of the incident, the date Vendor discovered or was informed of the incident, a description of the types of Protected Data involved, an estimate of the number of records affected, the schools within the District affected, what the Vendor has done or plans to do to investigate the incident, stop the breach and mitigate any further unauthorized access or release of Protected Data, and contact information for Vendor representatives who can assist affected individuals that may have additional questions.

(d) Vendor acknowledges that upon initial notification from Vendor, the District, as the educational agency with which Vendor contracts, has an obligation under Section 2-d to in turn notify the Chief Privacy Officer in the New York State Education Department ("CPO"). Vendor agrees not to provide this notification to the CPO directly unless requested by the District or otherwise required by law. In the event the CPO contacts Vendor directly or requests more information from Vendor regarding the incident after having been initially informed of the incident by the District, Vendor will promptly inform Dr. Lillian Rinchiera or her designee.

6. **Additional Statutory and Regulatory Obligations**

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

(a) To limit internal access to Protected Data to only those employees or subcontractors that are determined to have legitimate educational interests within the meaning of Section 2-d and the Family Educational Rights and Privacy Act (FERPA); *i.e.*, they need access in order to assist Vendor in fulfilling one or more of its obligations to the District under the Agreement.

(b) To not use Protected Data for any purposes other than those explicitly authorized in this Data Sharing and Confidentiality Agreement and the Agreement to which this Data Sharing and Confidentiality Agreement is attached.

(c) To not disclose any Protected Data to any other party, except for authorized representatives of Vendor using the information to carry out Vendor's obligations to the District and in compliance with state and federal law, regulations and the terms of the Agreement, unless:

- (i) with respect to Student Data, the parent, guardian or eligible student (a student 18 or older or attending a postsecondary institution) has provided prior written consent; or
- (ii) with respect to Teacher or Principal Data, the District or the teacher(s) or principal(s) to which the data relates has/have provided prior written consent;
- (iii) the disclosure is required by statute or court order and notice of the disclosure is provided to the District no later than the time of disclosure, unless such notice is expressly prohibited by the statute or court order.

(d) To maintain reasonable administrative, technical, and physical safeguards to protect the security, confidentiality, and integrity of Protected Data in its custody.

(e) To use encryption technology to protect Protected Data in its custody while in motion or at rest, using a technology or methodology specified by the Secretary of the U.S. Department of Health and Human Services in guidance issued under Section 13402(H)(2) of Public Law 111-5.

(f) To adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(g) To comply with the District's policy on data security and privacy, New York Education Law Section 2-d and Part 121 of the Regulations of the New York Commissioner of Education.

Suffern Central School District

(h) To not sell Protected Data nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(i) To notify the District, in accordance with the provisions of Section 5 of this Data Sharing and Confidentiality Agreement, of any breach of security resulting in an unauthorized release of Protected Data by Vendor or its assignees or subcontractors in violation of applicable state or federal law, the District's Bill of Rights for Data Security and Privacy, the District's policies on data security and privacy, or other binding obligations relating to data privacy and security contained in the Agreement and this Data Sharing and Confidentiality Agreement.

(j) To cooperate with the District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Protected Data.

(k) To pay for or promptly reimburse the District for the full cost of notification, in the event the District is required under Section 2-d to notify affected parents, guardians, students, teachers or principals of a breach or unauthorized release of Protected Data attributed to Vendor or its subcontractors or assignees.

SUFFERN CENTRAL SCHOOL DISTRICT

Signature: _____ Date: _____
Lillian Gutierrez Rinchiera, Ed.D.
Chief Information/Data Privacy Officer

Vendor Name: _____

Product Name: _____

Name: _____ Title: _____

Signature: _____ Date: _____

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

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APPENDIX A SECTION A

PARENTS BILL OF RIGHTS FOR DATA PRIVACY AND SECURITY

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

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record stored or maintained by the educational agency.
3. The District is committed to implementing safeguards associated with industry standards and best practices under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection, which must be in place when data is stored or transferred.
4. A complete list of all student data elements collected by the State is available for public review at: <http://www.nysed.gov/data-privacy-security/student-data-inventory>, or by writing to the NYS Education Department, Information & Reporting Services, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234.
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to Dr. Lillian Rinchiera, Data Privacy Officer Suffern Central School District 45 Mountain Ave. Hillburn, New York 10931. lrinchiera@sufferncentral.org or at 845-357-7783, ext. 11259.
6. To be notified in accordance with applicable laws and regulations if a breach or unauthorized release of personally identifiable information occurs.
7. The District has entered into contracts with certain third party contractors ("TPC") who have been sent personally identifiable student data as defined in 34 C.F.R. §99.3 and/or personally identifying teacher and/or principal data as defined by Education Law §3012-c(10). The following information about such contractors appears in such supplemental information to this document for each contract with a TPC, as required by law:
 - The exclusive purposes for which the student or teacher or principal data will be used by the TPC, as defined in the contract;
 - How the TPC will ensure that its subcontractors or other authorized individuals who will be in receipt of the data will abide by the applicable data privacy and security requirements of the federal and state laws and regulations (e.g., FERPA; Education Law §2-d);
 - The duration of the contract that sets forth its expiration date and description of what will be done with the data upon the expiration of the contract (e.g. whether, when and in what format the data will be returned to the educational agency or destroyed); and
 - If and how a parent, student, eligible student, teacher or principal may challenge the accuracy of the data that is collected.
8. The District employees that handle personally identifiable information will receive training on applicable state and federal laws, the District's policies, and safeguards associated with industry standards and best practices that protect such information.
9. Agreements with TPCs will ensure that the subcontractors, persons or entities with whom the TPC will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
10. A parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools or his administrative designee, Dr. Lillian Rinchiera, Data Privacy Officer, Suffern Central School District, 45 Mountain Avenue, Hillburn, New York 10931, lrinchiera@sufferncentral.org.

APPENDIX A
SECTION B
Supplemental Information Agreement between
Suffern C.S.D. and [*vendor name*]

The Suffern C.S.D. ("District") has entered into a Agreement with [*vendor name*], which governs the availability to the District of the following products or services:

List product name(s)

Pursuant to the Agreement (which includes a Data Sharing and Confidentiality Agreement), the District may provide to Vendor, and Vendor will receive, personally identifiable information about students and/or teachers and principals that is protected by Section 2-d of the New York Education Law ("Protected Data").

Exclusive Purposes for which Protected Data will be Used: The exclusive purpose for which Vendor is receiving Protected Data from the District is to provide the District with the functionality of the products or services listed above. Vendor will not use the Protected Data for any other purposes not explicitly authorized above or within the Agreement.

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

Duration of Agreement and Protected Data Upon Termination or Expiration:

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

Challenging Accuracy of Protected Data: Parents, guardians, or eligible students (students who are 18 or older or attending postsecondary institution) can challenge the accuracy of any Protected Data provided by the District to Vendor, by contacting the District regarding procedures for requesting amendment of education records under the Family Educational Rights and Privacy Act (FERPA). Teachers or principals may request to challenge the accuracy of APPR data provided to Vendor by following the appeal process in the District's applicable APPR Plan.

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

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

Suffern Central School District

Name: _____ Date: _____

Signature: _____

Company Name: _____

Product Name: _____

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