

**BID**

**In-and-Out of District Transportation  
and  
Field / Sports Trip Services  
July 1, 2006 – June 30, 2009**

**Peekskill City School District  
1031 Elm Street  
Peekskill, New York 10566**

**Bids Will Be Opened Publicly**

**Date: April 21, 2006  
Time: 2:00 PM  
Place: Peekskill City School District  
Ford Administration Building  
1031 Elm Street  
Peekskill, New York 10566**

# Peekskill City School District

1031 Elm Street  
Peekskill, New York 10566

## NOTICE TO BIDDERS

The Board of Education of The Peekskill City School District (hereinafter referred to as the "District") hereby invites the submission of sealed bids from **reputable and qualified bus transportation companies** for furnishing:

### ***IN-AND-OUT OF -DISTRICT PUPIL TRANSPORTATION AND FIELD/SPORTS TRIP SERVICES JULY 1, 2006 – JUNE 30, 2009***

Forms for proposal, certification, conditions, specifications and bids may be obtained at the Business Office, Peekskill City School District, 1031 Elm Street, Peekskill, New York 10566, for a deposit of \$75.00, refundable in accordance with General Municipal Law, Section 102, to cover the costs of preparation, handling and distribution. To pick-up in person, deliver a letter of request on your business stationary along with a certified business check, or bank cashier's check, for \$75.00.

In all cases it must be understood that the conditions and specifications of the Peekskill City School District shall apply. Sealed bids must be marked, "**Pupil Transportation Bid - 2006-2009**", and returned before 2:00 p.m. on April 21, 2006 at the Business Office of the Peekskill City School, 1031 Elm Street, Peekskill, New York 10566 at which time and place all bids will be publicly opened.

The Board of Education reserves the right to consider financial responsibility, experience, service, and reputation in the pupil transportation field, as well as the specific qualifications of the prospective bidder set out herein, in considering bids and awarding the contract. The board reserves the right to reject any or all bids.

Dated

Board Of Education  
Peekskill City School District

**Peekskill City School District**  
**IN AND OUT OF DISTRICT PUPIL TRANSPORTATION AND**  
**FIELD/SPORTS TRIP SERVICES**  
**2006-2009**

**BIDDER INFORMATION FORM**

Bids to be opened:

AT: 2:00 p.m.  
DATE: April 1 21, 2006  
PLACE: District Business Office  
Peekskill City School District  
1031 Elm St  
Peekskill, New York 10566

**Bidder Information**

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

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

\_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

e-mail: \_\_\_\_\_

## **INSTRUCTIONS TO BIDDERS**

1. Inspect carefully all general and special provisions of this bid document.
2. Complete the "Bid Proposal Certification" and the Forms of Proposal. Be sure to sign in all required places, and initial each page where indicated. If no bid is being submitted for a particular item please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a bid amount or "no bid" designation.
3. Return this complete document (without removing any sheets), along with all other required materials as detailed in these documents. All materials submitted to the District pursuant to this bid become the property of the District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files.
4. Proposals must be presented in a sealed envelope addressed as follows:

**Board of Education  
Peekskill City School District  
1031 Elm St.  
Peekskill, New York 10566**

### **Pupil Transportation Bid – 2006-2009**

5. Bids will remain firm for a period of 45 days following the date of the opening, and shall thereafter remain firm until the Bidder provides written notice to the District's Business Office that the bid has been withdrawn.
6. The Bidder must furnish, at its own expense, a bid bond or certified check in the amount of ten percent (10%) of the calculated gross bid amount to be submitted with the bid. Proof of Bondability for a Performance Bond equal to 100% of the annual contract is also required.
7. Bids will be received until 2:00 p.m., April 21, 2006 at the Peekskill City School District Business Office, 1031 Elm St, Peekskill, New York, 10566, at which time and place all bids will be publicly opened.

**BIDDERS CHECK LIST**

The following check list is provided for the convenience of the Bidders and is not part of the contract documents. Each bidder is encouraged to ensure their complete compliance with all requirements of the Bid documents. Compliance with the bid requirements is the sole responsibility of the Bidder. Not responsible for omissions from this list.

	Bid Bond or Certified Check
	Proof of Bondability for Performance Bond
	Letter from Insurance Company Guaranteeing Appropriate Coverages
	List of at least Three References
	Audited Financial Statements for the past three (3) years
	Department of Transportation BUSNET Operator Profile for calendar year 2005 and Action Plan Letter (if applicable)
	A Copy of Bidder's Company Policy relative to Drug & Alcohol Testing of School Bus Drivers and Proof of Compliance Letter from its Medical Review Officer
	List of Employees certified as Article 19A Examiners and School Bus Driver Instructors
	Hold Harmless Agreement completed and signed
	Non-Collusive Bidding Certification completed and signed
	All Forms of Proposal completed and appropriately signed
	All Bid Document Pages initialed and included in this package See II Bidder Qualifications pgs. 6 & 7 See III – 6, pg. 7
	Employee Dress Code

**Section 1: General Conditions**

All invitations to bid issued by the Peekskill City School District will bind Bidders and the successful Bidder to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contract awarded by the Peekskill City School District.

**Definitions:**

**“Addenda”**- written instruments issued by the District, or its agent, prior to the execution of the Contract which modify or interpret the Bidding Documents by additions, deletions, clarifications, or corrections.

**“Bid”**- an offer to furnish materials, services, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, and the specifications.

**“Bidder” or “Contractor”**- any individual, company, or corporation submitting its bid, and qualified consistent with the “Bidder Qualifications” section of this document.

**“Board”**- the Board of Education of the School District.

**“Contract”**- an agreement duly executed by the District and the Contractor which calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements and specifications in the bid, for a price to be paid by the District.

**“School District” or “District”**- shall mean the legal designation of the PeekskillCity School District.

**“Specification”**- description of services to be performed by the Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.

**“Successful Bidder”** - any Bidder to whom an award is made by the School District.

**Section 2 –Bidder Qualifications:**

**The work and services described in these bid documents include the performance of activities directly affecting the safety of the students of the District and the public generally.** The District may make any investigation necessary to determine the ability of the Bidder to fulfill the Contract(s), and the Bidder shall furnish the District with all such information for this purpose as the District may request. If, in the opinion of the District, the

Bidder is not properly qualified or responsible to perform any obligations of the Contract(s) bid upon, the District reserves the right to reject its bid.

The following minimum requirements must be met to qualify for bidding:

1. The Bidder must possess and demonstrate facilities, knowledge and capabilities to satisfy all New York State Department of Transportation rules, regulations and vehicle inspection requirements. The Bidder must provide the District with a copy of its BUSNET Bus Inspection Operator Profile Summary for the calendar year 2005. The District expects all bidders to possess a profile that reflects an out-of-service (OOS) rate that is less than 10%. Any bidder that has an out-of-service (OOS) rate between 10% and 20% must submit a written action plan that outlines the corrective actions being implemented to reduce their out-of-service (OOS) rate to within the desired range. The written action plan must be submitted with the bidder's bid package. The District reserves the right to reject any bid from a Bidder that it deems is not performing adequate maintenance to its school bus/van fleet. **Any bidder with a 20% or greater out-of-service (OOS) rate will be deemed unqualified.**
2. The Bidder must possess and provide the District with a copy of its Company Drug & Alcohol Testing Policy for School Bus Drivers and proof of compliance from its Medical Review Officer (MRO) in the form of a notarized letter. A copy of the 2005 Annual Report of Drug & Alcohol Testing Results must also be submitted.
3. The Bidder must employ a Safety Supervisor(s) who is a NY State Department of Motor Vehicle-certified Article 19A Examiner and a NY State Education Department-certified School Bus Driver Instructor (SBDI). The Bidder must provide the District with the names and respective certification numbers of all employees so certified.
4. The Bidder must provide the District with a reference list which lists the names of all school districts served by it with a comparable program, including the names and telephone numbers of each business or transportation official the Bidder collaborates with. This reference list shall include all school districts the Bidder has served during the past three (3) school years. The Bidder must have held contracts with these school districts under the same company or corporation name.
5. The Bidder must be financially responsible as demonstrated by:
  - a. The submission of audited or reviewed financial statements that, in the opinion of the Board, have been satisfactory for the last three (3) years. The last three years should include the period ending 12/31/05.

- b. The lack of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens.
  - c. The Bidder has not been denied a Performance Bond within the last seven years. Proof of bondability must be provided with any bid submitted.
  - d. A satisfactory credit history as demonstrated by a review that may be made by the District.
6. The Board of Education reserves the right to investigate all references and information submitted by the Bidder pursuant to the requirements of these bid documents. Upon investigation and evaluation, the Board of Education may choose to reject any bid where it is found that the Bidder's qualifications are not consistent with the information presented.

**Section 3: Bids**

**A. Bidding Procedure And Requirements**

- 1) The date and time of the bid opening will be given in the Notice to Bidders.
- 2) All bids must be submitted on and in accordance with forms provided by the Board and included in this document. No sheet is to be removed from this document.
- 3) Where so indicated on the Bid Proposal Forms, sums shall be expressed in whole dollar figures clearly written in ink.
- 4) Except where specifically noted otherwise, all requested alternates will be bid.
- 5) A Bidder shall make no stipulations on the Bid Proposal Forms nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend, or omit any requirement of the Bidding Documents.
- 6) A bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder.

- 7) Bidders will provide along with the completed bidding document, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all school districts which they have served during the past three years and a summary of their experience over at least three years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of New York. In lieu of organizational experience, staff experience must be demonstrated. Bidders will also provide, along with the completed bidding package, audited (certified or reviewed) financial statements for the last three (3) years as evidence of financial responsibility. It will be the Board of Education's prerogative to determine whether or not a Bidder meets its criteria concerning financial stability.
- 8) All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a bid is submitted, must be provided, to constitute a regular bid.
- 9) No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of a bid.
- 10) Prices and information required, except the signature of the Bidder, should be clearly printed for legibility. Illegible or vague bids may be rejected. All signatures must be hand-written. Facsimile or printed signatures are not acceptable.
- 11) No charge will be allowed for federal, state or municipal sales and excise taxes since the school district is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder.
- 12) All bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the District. In whatever way it delivers its bid package, the Bidder assumes responsibility for having his/her bid deposited on time and at the place specified. **However, the Board of Education reserves the right to waive what it deems bidding or specification informalities relating to a specific bid, to reject any and all bids, to re-advertise and invite new bids, or to accept the whole or part of a bid, or to accept parts of bids from more than one bidder, as in the Board's judgment, it deems to be in the best interest of the District.**
- 13) The submission of a bid will be construed to mean the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications and any other laws or regulations that may apply.

- 14) All bids must be sealed. They must be submitted in a plain opaque envelope. All bids must be addressed to the Board of Education, Peekskill City School District, 1031 Elm Street, Peekskill, NY 10566. The bid envelope must be clearly marked **“Pupil Transportation Bid – 2006-2009”**. Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the bids will become the property of the District and will not be returned.

B. Bidder’s Certification

Under penalty of perjury the Bidder certifies that:

1. The bid submitted herein has been arrived at by the Bidder independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids, and
2. The contents of the bid have not been communicated by the Bidder, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Bidder or its surety on any bond furnished herewith, prior to the official opening of the bid.

C. Interpretation Of Bidding Documents

No interpretation of the meaning of the specifications or other Contract document will be made to any Bidder, orally. Every request for such interpretation shall be made in writing, addressed to Mr. Gregory J. Sullivan, Assistant Superintendent for Business and Administrative Services, Peekskill City School District, 1031 Elm Street, Peekskill, NY 10566, and must be received no later than five (5) days prior to the date of the bid opening. Notice of any and all interpretations and any supplemental instructions will be sent to all Bidders of record by the District in the form of an addendum to the specifications. All addenda so issued shall be sent by certified mail, return receipt requested, by fax with receipt acknowledged or by e-mail, and shall become part of the Contract documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her bid submitted. It is the Bidder’s responsibility to ensure that it has received all material, including addenda that pertains to this request for bids.

**Section 4: Award**

A. The District and its Board will employ every effort to make an award within forty-five (45) days after the date of the bid opening and all bids shall remain firm during that time period. The 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 District’s Business Office that its bid has been withdrawn.

B. The Contract(s) will be awarded for one (1) year, July 1, 2006 - June 30, 2007, plus two one year renewable terms, pursuant to paragraph (C) below, to provide in and out of district pupil transportation and field/sports trip services for students attending schools in the community. It is anticipated that at least (18) 66-passenger school buses and (15) vans including (4) wheelchair van (s) will be required to provide this service. The District reserves the right to increase or decrease the complement of school buses it needs based on enrollment and/or policy changes.

C. The District, having received satisfactory service in the current school year, may extend the Contract(s) for the following school year at a rate to be determined each year by the District and the Contractor but not to exceed the previous year's contract price plus the regional CPI approved by the State Education Department.

D. Bids for all requested services will be submitted on the "Forms of Proposal" contained herein. The District requests bids on all services listed on the basis of a daily price per vehicle or price per hour for bus monitors. Bids are requested on a 65/66-passenger school bus (conventional and flat-nose), 18 or 20-passenger van and bus monitor services as outlined.

E. If two or more Bidders submit identical Bids as to price, the decision of the Board to award a Contract(s) to one such Bidder shall be final.

F. There will be no cash discount offered or quoted by any Bidder.

**Section 5: Contract**

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

B. The placing in the mail of a notice of award to a successful Bidder, to the address given in the bid, will be considered sufficient notice of acceptance of the Contract(s).

C. If the successful Bidder fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Bidder fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, as determined by the Board of Education of the Peekskill City School District, then the District shall have the right to declare the successful Bidder in default and in addition, to any other legal or equitable remedies available to it, the District, upon declaring the successful Bidder in default may upon written notice to the successful Bidder, take the following action:

1. Withhold any funds due the successful Bidder under this contract and have the right of set-off and/or recoupment and/or counterclaim against said funds for any claims for which the District might have against the successful Bidder.
2. Commence providing the services contracted for with the successful Bidder, either directly or through another contractor.

The successful Bidder shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the District. Said damages are to include reasonable attorney's fees incurred in enforcing said claim against the successful Bidder, as well as attorney's fees incurred in contracting with another party.

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

E. The Notice to Bidders, General Conditions, Bidder Qualifications, Specifications and any Addenda shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "contract documents" shall include all of the aforesaid together with the Contract(s) itself.

F. Each and every provision of law and clause required by law to be inserted herein and the Contract(s) shall be deemed to be inserted herein and the Contract(s) shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract(s) shall forthwith be physically amended to make such insertion.

G. It is understood that the Contract(s) in no way excludes the District from using its own vehicles, or services provided by other school districts or BOCES, or in any way limits the District from using other contractors in performing similar or other services.

H. Any Contract awarded hereunder is contingent upon the approval after review by the New York State Education Department with respect to technical conformance to said Department's requirements. No Contract hereunder will become final and binding upon the parties unless and until the approval of said Department with respect to said technical conformance is received by the District.

**Section 6: Guarantees by the Successful Bidder**

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

B. All material, services, workmanship, and credit history shall be subject to inspection, examination and test by the District at the District's expense. The selection of bureaus, laboratories, and/or agencies for the inspection and tests of services, supplies, materials, and equipment shall be made by the District.

C. The successful Bidder warrants and guarantees:

1. That the Bidder is financially solvent and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
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 proposed Contract. The Bidder shall also conform with all Automobile Insurance and Commercial Liability Insurance requirements set forth in the Specifications section of this bidding document. Certificates of Insurance will be submitted no later than 30 days prior to the initiation of each contract year for both the in-district transportation and field/sports trip services.
3. That it will comply with minimum wage standards set by law as to all of its employees while they are engaged in work under any contract between the Contractor and the District.
4. That it will comply with the "State Occupational Safety and Health Act" (SOSHA) and the "Toxic Substances Act" (Right to Know Act) with respect to all operations or activities on any of the properties owned or leased by the District.
5. That it will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, national origin, disability, genetic predisposition or carrier status, or marital status. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or re-training, including apprenticeship and on-the-job training.

That it will state, in all solicitations or advertisements for employees placed by or on behalf of the Bidder, that all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, sex, age, national origin, disability, genetic predisposition or carrier status, or marital status.

6. That it will comply with all Federal provisions (laws) for drug and alcohol testing and be responsible for any and all fines related thereto. The District reserves the right to apply financial and administrative sanctions against the successful Bidder if it does not comply with this law.

7. The successful Bidder will comply with any and all other applicable Federal, State and/or local laws, rules and regulations.

**Section 7: Payments**

A. The acceptance by the Contractor of the Final Payment shall be and hereby is a release to the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work.

B. Payments of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

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

**Section 8: Savings Clause**

The successful Bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the Contract(s) shall be delayed or prevented by wars, acts of public enemies, fires, floods or acts of God, except for strikes or labor unrest, and which by exercise of reasonable diligence he/she is unable to prevent.

**Section 9: Specifications**

**Scope**

These specifications are intended to provide for school bus services for the transportation of students for the Peekskill City School District, consistent with and equivalent to the in and out of district pupil transportation and field/sports trip services the District is operating in the 2005-2006 school year. The 2005-2006 transportation program of the District is defined and described in Appendix A annexed to these specifications and that program shall hereafter be identified as the "Base Year Program". Furthermore, each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract Bid. In that regard, all Bidders are invited to review, among other things, the routing schedules used in the 2005-2006 school year which are on file with the District and available on request.

It should be noted that the in and out of district transportation and field/sports trip services are anticipated to be essentially the same in 2006-2007 as they are in 2005-2006, as it concerns school building locations, numbers of students and the operating times of each school.

Therefore, the District solicits bids based upon a daily price per vehicle and/or per trip for those number of vehicles necessary to meet the needs of the program.

**A. School District Representative**

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

**B. Bid Bond**

The Bidder will be required to furnish, at its own expense, a bid bond or certified check in the amount of 10% of the Bid for the In and out of District Pupil Transportation Program.

**C. Insurance**

All Bidders must comply with the following Insurance Requirements:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's insurance policies, with the exception of workers' compensation.
2. The policy naming the district as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer.
  - Provide for 30 days notice of cancellation.
  - State that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers.
  - State that the 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.
  - The district shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
3. The contractor agrees to indemnify the district for any applicable deductibles.
4. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
5. Required Insurance:
  - **Commercial General Liability Insurance**  
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
  - **Automobile Liability**

\$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.

▪ **Workers' Compensation**

Statutory Workers' Compensation and Employers' Liability Insurance for all employees.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work, or use of facilities.
7. The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

**D. Books and Records**

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract by the Department of Audit and Control as required by Section 3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract(s) may be examined at a mutually agreeable time by duly authorized representatives of the District.

**E. Performance Bond**

The Bidder shall furnish a performance bond equal to 100% of the annual Contract to guarantee the faithful performance of such Contract. Such performance bond shall be maintained in full force and effect until the contract has been fully performed. The Surety Company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney of the District. The Surety Company must have a policyholder's rating not lower than "A" and a financial rating in the latest edition of A.M. Best's *Insurance Guide* as secured. The performance bond shall be furnished to the District at least thirty (30) days before initiation of Contract service for each year. Failure to meet this requirement on an annual basis may result in termination of the Contract at the sole discretion of the District. **However, proof of bondability must be submitted with the Bid.**

**F. Contract Payments**

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a properly itemized invoice. Such payments shall be made monthly on the basis of services already rendered. Payment will be tendered within thirty (30) days of receipt of the invoice. With respect to the Field/Sports Trip Transportation Contract, payments will be made monthly based upon the actual services provided during the previous month.

**G. Term**

The term of the Contract shall be for one (1) year, July 1, 2006 to June 30, 2007, plus two (2) one (1) year newable terms. The District, being sufficiently satisfied with the level of quality and cost of these services, may choose to extend the contract in the subsequent year(s) two and three consistent with the then current SED regulations.

**H. Physical Examinations And Performance Testing**

The physical examinations and physical performance testing of school bus drivers shall be at the driver's or the Contractor's expense. All examinations and testing must be completed as required by regulations of the Commissioners of Education and Motor Vehicles. All school bus drivers must also comply with any and all Federal drug and alcohol testing requirements that may be mandated during the term of this Contract(s)

**I. Contractor's Responsibilities**

1. Personnel Matters

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

- a. It is recognized that for the protection of the children, drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. The District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or serve as a bus monitor, whose moral character is not of the highest level or whose conduct might in any way

expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. **All bus drivers and bus monitors must understand and speak English.**

- b. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the District or its Superintendent of Schools shall have the right to remove any person. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or bus monitors or to direct that they be replaced, without being limited to considerations of health and driving records.
- c. A “Safety Supervisor” will be provided by the Contractor hereunder. Said Supervisor will be directly responsible for the operation of all buses under contract and for contacts with parents regarding transportation problems within the District provided, however, that all such operations and parent contacts are authorized by the District’s Superintendent of Schools or designee. Said Supervisor also shall be responsible for compliance by drivers with all District transportation policies, all statistical studies and reports required by the District, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver and student discipline problems, and accident reports. Said Supervisor and his/her duly authorized designee, shall arrange with the District to be available during all hours that services are being performed pursuant to the Contract(s), as well as prior to the beginning of each day’s hours of service, and for meetings with representatives of the District.
- d. All drivers and monitors provided by the Contractor pursuant to the Contract(s) shall be **properly dressed**, in accordance with the Contractor’s dress code.
- e. The Contractor must comply with all State, Federal and local laws and regulations, and Regulations of the Commissioners of Education and Motor Vehicles, regarding school bus driver employment and bus operation, and any regulations relative to the employment of bus monitors.
- f. Each driver and/or bus monitor performing services pursuant to the Contract(s) shall be involved in all Safety Programs which are or may be required by the laws, rules and regulations of the State of New York. The

Contractor shall employ a qualified full-time “Driver Trainer”, SED-certified as a School Bus Driver Instructor, who will also personally travel each route with the assigned driver at least once per year to survey the driver’s performance, negotiation of route hazards and equipment utilization. Any Contractor hereunder must comply particularly with the Regulations of the Commissioners of Education and Motor Vehicles as they apply to safety regulations for drivers.

- g. Prior to August 15, but not earlier than July 1 of each school year each school bus driver performing services pursuant to the Contract must undergo the physical examination required by Section 156.3 c (2) of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the District’s Superintendent of Schools or designee in writing on the forms prescribed by the Commissioner. The costs of such examinations shall be paid by the bus driver or by the Contractor.
- h. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the District’s Superintendent of Schools or designee. The Contractor shall submit to the District no later than 21 days prior to the beginning of each contract year, a list of names and addresses, and complete copies of the Article 19A files (where required) for each regular and substitute bus driver and monitor employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or monitor hired or terminated after that date and at the time such hiring or termination takes place. The Contractor shall make available upon request all drivers Article 19-A files to the Peekskill City School District’s Supervisor of Transportation.
- i. The Contractor shall at all times have “standby or shape drivers” available in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of standby drivers shall not be less than 10% of the number of drivers required to bring children to and from school on a regular basis.
- j. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows, and roof hatches as a means of escape in case of an accident. Similar drills for students shall be conducted by the drivers under the general supervision of the Contractor and the District at such times and in such fashion as may be required by the applicable regulations of this State or the law. Normally these drills are conducted three times annually, during the first week of the school year, the first week of December and the first week of April.

Emergency drills shall be logged and submitted to the principal(s) within seven (7) days in a format approved by the District.

- k. **The Contractor will inform all personnel providing services under the Contract that changes in routes; stops or schedules may be made only with the prior approval of the District.** Additionally, prior to the first day of school and throughout the year(s) as needed, all drivers shall traverse (“dry run”) their assigned routes until they become thoroughly familiar with all stops and roads, at no additional cost to the District.
- l. The Contractor, along with their respective drivers and monitors, will be responsible for the safety and supervision of the children transported under the Contract(s). Additionally, proper supervision shall be provided at transfer points at the Contractor’s expense. The judgment of the District as to the adequacy of such supervision shall be final. The transfer of children transported under contract from one vehicle to another, or one route to another, may not be undertaken by the Contractor without the expressed approval of the District for such transfer(s). Approval may be denied by the District if it is in the best interests of the child(ren) to do so.
- m. **No PreK through 2<sup>nd</sup> grade child(ren) are to be released without supervision. If there is no responsible person to meet the child at his/her bus stop, the child is to be kept on the bus and the dispatcher notified IMMEDIATELY. In this event, the child may be returned to their home school or the In-District location as instructed by the District Transportation Office. The bus driver must check his/her bus for sleeping children at the end of each run.**
- n. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the District’s premises or buses utilized pursuant to the Contract(s) by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants or prescription drugs. Additionally, no smoking is allowed on any bus, or on school property, by the Contractor’s employees prior to or during the provision of services to the District’s students. The Contractor is required to fully inform its employees of this provision.
- o. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. Buses are never to be left unattended on school property unless the ignition is off, the emergency brake is on, the bus doors are closed, and the ignition keys are in the driver’s possession at all times. A driver and/or monitor must be aboard their bus at all times, while there are students aboard.
- p. Under no circumstances shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized by the District,

nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in the case of an emergency. The driver or monitor will not threaten any child (ren) with bus suspension at any time.

- q. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pick-ups and drop-offs. Said dispatcher will maintain contact with the District until the last student is off the last bus and the dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified.
- r. The District may provide a direct private line telephone equipment and/or radio service between the dispatch operations center and the District's transportation office. The Contractor shall have an operating fax machine located at the operations center, and supply the District with this fax number.
- s. Peekskill City School District requires that all in district and out of district transportation have bus monitors. The District may at times require more than one monitor on certain special needs buses and therefore is soliciting bids on the Form of Proposal. These employees shall be properly trained by the Contractor. Each such employee shall be fully capable of lifting and seating pupils when required. All such personnel, including both drivers and monitors, must be capable of being trained in first aid and CPR practices necessary to ensure the well being of the pupils being transported.

## 2. Vehicles

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

In addition to the necessary school buses to meet the scheduled needs, the contractor is required to have sufficient spare buses located at such place to insure that the spare bus can respond to a vehicle need within thirty (30) minutes.

Due to the unique capabilities of certain school buses the Contractor must maintain at least one spare of each type of bus utilized. School buses used

in the performance of this Contract shall all be **2001 or newer**, diesel-powered buses designed to conform to NY State Department of Transportation standards. At no time during the life of this contract shall a school vehicle be older than 8 years from its original in-service date. The following safety features must be installed on all school buses:

- working seat belts installed for each seating position
  - high-back padded passenger seats
  - flashing red school lights and fully-functioning stop sign
  - crossing arms installed on the front bumper
  - two-way radios of at least 50 watt capacity sufficient to reach all vehicles in operation from the dispatch point to the most distant point of travel
  - handrails that pass industry standard drawstring tests
  - “eyebrow” crossover mirrors installed on both front fenders
  - the contractor’s telephone number posted at the rear of each vehicle’s body
- b. The Contractor must provide at least four (4) vehicles (buses/vans) equipped with video surveillance cameras to be assigned to routes at the discretion of the District.
- c. The Superintendent or his designee reserves the right to reject school buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses.
- d. Bidders are required to provide with their Bid Proposal, on Appendix B, the make, model, year, fuel type and seating capacity of each school bus to be used in fulfilling this Contract.

3. Facilities

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for school buses used in the operation of this Contract. School buses shall be safely parked and secured at the Contractor’s location. Each Bidder shall provide the exact location of its nearest established maintenance facility that meets current D.O.T. requirements. The District reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract.

4. Fuel

The Contractor shall be responsible for obtaining, storing and paying for all fuel required under this Contract. The Contractor's underground storage tank(s) shall meet all regulations of any regulatory agency and shall be free of any internal leaks that may contaminate stored fuel. The Contractor shall be responsible for testing said tank(s) for internal water accumulation at least once per week.

5. Tolls

The cost of tolls incurred by the Contractor will not be reimbursed by the District. Any toll which may have to be paid by the Contractor because a route requires the use of toll road will be considered a regular operating expense.

**J. Safety Requirements**

School buses providing service under this Contract must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Board of Education, through the Superintendent of Schools, reserves the right to require any and all precautions for the safety of students in their transportation to and from school. All students are to enter and leave buses at the curb and at no time are students to be transported off public highways, except in compliance with present practice. All school bus drivers and monitors will be trained as to how to ensure students are safely loaded and unloaded. This training shall include, but is not limited to, an understanding that all children, particularly those in primary grades (Pre-K-2), must be supervised carefully at all times, but especially in the afternoon (PM), and that most fatal school bus accidents occur when a child is struck by his/her own bus (BOB). All bus drivers shall be trained and must possess a complete understanding of proper crossing techniques for students who are "crossers" and be absolutely committed to observing the "15-foot rule" whereby students must be safely away from their bus by at least 15 feet before the driver closes the bus doors and pulls away from a bus stop. As required by New York State Education law, all bus drivers operating buses under this Contract shall have completed the minimum pre-service driver training, have completed the 20-hour basic school bus driver class and receive at least two (2) refresher classes of 2-hours duration at times consistent with the law (the first between July 1 and the 1<sup>st</sup> day of school and the second between December 1 and January 31). The District encourages the Contractor to exceed these minimum training requirements by holding additional safety classes periodically.

**K. Route Scheduling**

1. The Board of Education reserves the right to set-up all routes, to change any and all routes, times routes are to be operated, bus stops and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the bid proposal. No route changes (particularly the adding of bus stops) are to be made by the Contractor without the prior permission of the District. The Board also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools,

and services required by such changes shall be without additional charges. These provisions are not to be interpreted as including revisions due to double sessions, staggered sessions or the like.

2. Both parties to the Contract agree to cooperate in revising the trips specified therein to improve service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without prior approval by the Superintendent of Schools or his/her designee.
3. Children shall be delivered to their respective schools not earlier than ten (10) minutes before the scheduled arrival time or as the District may otherwise direct. Buses shall be in designated school parking areas **fifteen (15) minutes** prior to dismissal.
4. The number of days for which transportation will be required should not normally exceed one hundred eighty-three (183) days and. It will be governed by the actual school calendar as adopted by the Board of Education including the calendars of all other schools for which the District is responsible for furnishing transportation. When schools are closed (for any reason, including "Acts of God") transportation is to be furnished on such days in the future as the Board declares official school official school days. The Contractor shall not be required to furnish any transportation on mandated legal holidays to any schools including the non-public schools. The list of mandated legal holidays will be published no later than the second week of school and must be observed by the Contractor.
5. It is understood that on those days that public schools are closed and the non-public schools are open, the Contractor will be responsible for furnishing any required transportation to those non-public schools.
6. Each bus used under this Contract will display the proper route/bus designation when on scheduled runs or trips. The route/bus designations will be securely attached to the right-side forward-most passenger window or in another location approved by the District's Director of Transportation.
7. The Contractor will be responsible for furnishing transportation to the schools and locations as shown in Appendix "A", and/or as requested by the District.

8. Schedule Variations:

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

- a. District-wide early dismissals when required at no additional cost to the District.

- b. Early dismissals of any and all schools for parent conferences, special events, emergencies, etc at no additional cost to the District.
  - c. Comparable transportation for non-public schools on days when public schools are closed for any reason at no additional cost to the District.
  - d. Dismissals as required during January and June examination weeks for students attending high school at no additional cost to the District.
  - e. Dismissals as required during June examination weeks at any school and for any grade level as well as any and all non-public schools to which transportation is provided under the Contract at no additional cost to the District.
10. The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the District.
11. Operating Criteria:

On a day established by the District Transportation Office within two (2) weeks prior to the first day of school the Contractor will have a driver familiar with the District do dry runs of all the In-District a.m. and p.m. bus routes and to include all stops assigned on the routes. The Contractor will notify the District Transportation Office within 2 days of the trial runs in order for the District to make any needed corrections. The Contractor must provide written verification of this trial run process to the District Transportation Office no later than 2 days after the trial runs.

No route changes are to be made by the Contractor without the prior written permission of the District. The District reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges except as provided for in the Bid Proposal Document. The Contractor must advise all drivers that students can not be picked up prior to the appointed boarding time for those individual stops, as specified in the written routes.

**L. Operating Matters**

- 1. District Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the District as set out in the present written policies and rules of the District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the District, with the consent of the Contractor. See Appendix D.
- 2. Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, Section 156.3 (and summarized in #10 of these Specifications). The cost of such instruction shall be paid by the Contractor.

3. Emergency Bus Drills: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location and use of all emergency doors, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The drivers shall be responsible for instructing their student riders as to the above when so directed and supervised by the Contractor's "Safety Supervisor". Such drills shall be held three (3) times annually (as summarized in #10 of these Specifications). Such services shall be provided at no cost to the District.
4. Emergency Closings: The Contractor shall be available to consult with the Superintendent of Schools or Superintendent of Buildings and Grounds during times of inclement weather, about road conditions and the potential of closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated locations be more than one (1) hour after notification is given to the Contractor by the District.
5. Contractor's Monthly Reports: The Contractor shall deliver to the District its written report of operations on a monthly basis at the same time that the monthly invoice is submitted. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline and required activity, rules of regular bus driver hours, and other items related to the performance of the Contract. A sample format is included as Appendix "C". The Contractor and the District shall meet prior to September 1<sup>st</sup> to finalize the information to be contained in this report.
6. Accidents: In the event of any accident involving the operation of a school bus under this Contract, the Director of Transportation, School Principal and the Superintendent of Schools shall be notified immediately. The local police shall also be notified and must conduct an investigation. If required and as soon as possible thereafter, all appropriate State agencies shall be notified. A Report of a School Bus Accident, Form MV104F, shall be completed and forwarded to these State agencies in accordance with instructions. The Director of Transportation shall receive a copy of this report faxed to him/her or hand delivered to the District's transportation office within 24 hours after the Contractor has received the official police report.
7. Driver's Daily Reports: Each bus driver shall be required to file a daily report on a form approved by the Director of Transportation describing the condition of his/her assigned bus, its mechanical/body condition, and a description of any maintenance action performed, if required. These reports shall be maintained in a binder for each bus, the binder will include the past six (6) months' reports and will be presented to the Department of Transportation Inspector as he/she may

require. The District reserves the right to examine these reports at any time during regular business hours.

8. **Rights to Property:** As a condition of this Contract, the Contractor agrees to allow any member of the District's Administration on any property connected with the service provided to the District for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, management personnel may be supplied by the District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage facility available for inspection of equipment by District administrative personnel.
9. **Exclusivity Clause:** Only those children, adults or other persons authorized by the District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the District before agreeing to undertake the transportation of students from other districts, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the District with copies of each such related contract with another school, district, or individual for such transportation. The District reserves the right to assign students from other school districts to buses/routes.

**The Contractor agrees to cooperate fully with the District's policy of cooperative transportation with other school districts. The District reserves the right to allow other school districts to send children to its public schools and for these children to ride its school buses.**

**M. Disputes**

In case of any ambiguity, inconsistency, or error in any of the Contract Documents or of a conflict between the provision of a Contract Document and provisions of a State Law or regulation, the Bidder is required to draw such matter to the attention of the Superintendent or his/her designate before he/she submits his/her bid. If the Bidder fails to do so, his/her Bid will be construed by the Superintendent or his/her designate.

**N. Base Program Bid**

The Base Program Bid for the In and out of District Transportation Program shall be for the 2006-2007 school year consisting of regularly scheduled routes as described in Appendix "A". The Base Program Bid for Field/Sports Trips is described in Appendix "A" as well.

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

Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program(s), the Contract will be amended to reflect the

change by using the bid amount quoted per vehicle on the “Form of Proposal”. These costs shall reflect the appropriate renewal increases.

The District must be notified within ten (10) days of any changes in vehicle times that will result in a change in contract compensation. Failure by the Contractor to notify the District of such changes will result in the loss of any additional compensation that may be due to the Contractor pursuant to these specifications.

**P. Compliance with Title IX Regulations**

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

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

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

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

**S. Contract**

The successful Bidder shall be required to execute a Contract(s) on the appropriate form furnished by the Commissioner of Education that shall contain such further additional provisions as are contained in the Contract document. The Contract shall be subject to the approval of the Superintendent of Schools, Board Trustee(s) and the Commissioner of Education. A copy of the Contract is available for inspection at the District’s Business Office. This Contract shall contain a default provision for all Obligations of the Contractor contained in the Bids, Certifications, Qualification Standards, General Conditions, Specifications, and said Contract. The successful Bidder, upon failure or refusal to execute and deliver the Contract within twenty-one (21) days, after he/she has received notice of acceptance of his/her Bid, shall forfeit to the owner, as liquidated damages for such failure of refusal, the security with his/her bond.

**T. Non-Performance Damages – (Penalty Clause)**

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

1. If at any time the Contractor does not provide the required number of vehicles, qualified drivers or qualified monitors necessary as outlined in the Contract(s), the District shall deduct from its monthly payment \$200.00 per student assigned to said bus, driver, or monitor not provided in accordance with the Contract(s), or the pro-rata cost of a replacement vehicle(s), driver or monitor for that day, whichever amount is greater. **DRIVERS AND MONITORS MUST SPEAK AND UNDERSTAND ENGLISH to be considered qualified.**
2. If the Contractor does not supply the necessary spare vehicles or drivers to operate the District's In and out of District Transportation Program within the 15-minute reporting requirement, the District shall deduct \$200.00 from the monthly payment for each such occurrence.
3. If the Contractor utilizes a bus that is older than 8 years from original in-service date, the District shall deduct \$200.00 from the monthly payment for each such occurrence (or \$200.00 per day that the old vehicle was used).
4. If a bus driver employed by the Contractor fails to check his/her bus for sleeping or otherwise leftover children at the conclusion of his/her run, the District shall deduct \$1000.00 from the monthly payment for each such occurrence and the driver shall be removed from any future assignment to a District run or route.
5. This contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems (including any violations of criteria listed in Sections 8-12) occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems re-occur within thirty (30) days, the District reserves the right to deduct \$200.00 from the monthly payment for each such occurrence.
6. If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of Schools and/or does not meet the requirements of the Commissioner of Education or Article 19A of the NY State Vehicle and Traffic Law, the Contractor shall be liable for deductions of \$200.00 per day from the monthly billing for each such occurrence. If the district is notified by BDCU (Bus Driver Certification Unit) that a driver is going to be disqualified, for what ever reason, that driver will be remove immediately from assigned route until he/she has been requalified.
7. In the event a strike or other occurrence causes an interruption of services the District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There

will be no payment to the Contractor for days no service is provided, and the Contractor is responsible for financial liability to the District.

8. The Contractor agrees to have its drivers utilize two-way radios. All vehicles will be equipped with two-way radios. District supervisory personnel will have access to monitor and transmit upon all frequencies which are in use. CB units are not acceptable. Proof of radio equipment must be made within 5 days of contract award. The Director of Transportation shall be provided the frequency by the Contractor, and the District reserves the right to operate a Consortium-provided scanner. A \$200.00 per day per bus penalty shall be assessed for any vehicle that does not comply with this requirement.
  
9. If at any time the Contractor fails to administer a Drug & Alcohol Testing Program for its school bus drivers as required by law the District reserves the right the deduct \$200.00 per day for the number of days this program was not in place.

**IN AND OUT OF DISTRICT TRANSPORTATION  
FORM OF PROPOSAL - 1**

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

Board Of Education  
Peekskill City School District  
1031 Elm St  
Peekskill, New York 10566

**BASE BID**

Having carefully examined the specifications contained herein for furnishing the in and out of district transportation service for the Peekskill city school district, Peekskill, New York, the undersigned:

\_\_\_\_\_ Certifies that it has examined and fully comprehends all the enclosed “general conditons”, “bidder qualifications”, “specifications” and “notice to bidders” for the transportation service for the amounts stated below and pursuant to the terms described in the specifications:

1) **BASE BID:**

To provide **IN AND OUT OF DISTRICT TRANSPORTATION SERVICES** for the Peekskill City School District as specified. Note the district seeks bids for both conventional and flat-nose school buses. At this time it is anticipated that eight (8) school buses and fifteen (15) vans including two (4) wheelchair vans will be needed in the 2006-2007 year.

<b>HOURS OF OPERATION</b>	<b>DAILY PRICE PER BUS 65/66-PASSENGER CONVENTIONAL</b>	<b>DAILY PRICE PER BUS 65/66-PASSENGER FLAT-NOSE</b>	<b>DAILY PRICE PER VAN 18/20-PASSENGER</b>	<b>DAILY PRICE PER WHEELCHAIR VAN 18/20-PASSENGER</b>
0.01 to 0.99 Live Hours Per Day	\$	\$	\$	\$
1.00 to 1.99 Live Hours Per Day	\$	\$	\$	\$
2.00 to 2.99 Live Hours Per Day	\$	\$	\$	\$
3.00 to 3.99 Live Hours Per Day	\$	\$	\$	\$
4.00 to 4.99 Live Hours Per Day	\$	\$	\$	\$
5.00 to 5.99 Live Hours Per Day	\$	\$	\$	\$

**Note:** “Live Hours” include the total time a bus is used to transport students on all runs to or from its respective schools.

2) **Bus Monitor Bid:**

To provide a trained bus monitor on those vehicles so designated by the district. Bus monitors are currently required and the district requests bids for this need.

**Hourly Rate Per Bus Monitors:** \$ \_\_\_\_\_

3) If the Bidder is a corporation, is it incorporated in New York State?

- Yes**
- No**

If the latter, is it authorized to do business in New York State?

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

5) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item a), a copy of the Bidder's calendar year 2005 NYS Department of Transportation BUSNET Bus Inspection Operator Profile Summary must be included with this bid.

6) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item b), a copy of the Bidder's Drug & Alcohol Testing Policy for School Bus Drivers must be included with this bid.

7) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item c), the following individuals are qualified as an Article 19A Examiner and/or School Bus Driver Instructor (SBDI):

NAME	CERTIFIED AS	CERTIFICATION NUMBER
------	--------------	----------------------

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

8) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item d), the Bidder has provided transportation services to the following school districts within the last three (3) years (these references will be contacted):

NAME ADDRESS CONTACT PERSON TELEPHONE

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

(attach additional sheets, if necessary)

9) Location of Bidder's nearest approved maintenance facility:

\_\_\_\_\_

10) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item e), audited financial statements (certified or reviewed) for the last three (3) years must be included with the bid.

11) Pursuant to Specification **IX. SPECIFICATION**; SCOPE; Item 5, PERFORMANCE BOND; proof of bondability must be included with the Bid.

12) Pursuant to Specification **IX. SPECIFICATION**; Section B, Vehicles; Item 1, a vehicle list must be included with the Bid on **APPENDIX B**.

Respectfully submitted,

by \_\_\_\_\_

title \_\_\_\_\_

company \_\_\_\_\_

**FIELD/SPORTS TRIP TRANSPORTATION  
FORM OF PROPOSAL - 2  
DATE: \_\_\_\_\_**

Board Of Education  
Peekskill City School District  
1031 Elm Street  
Peekskill, New York 10566

**BASE BID**

Having carefully examined the specifications contained herein for furnishing field/sports trip transportation service for the Peekskill City School District, Peekskill, New York, the undersigned:

\_\_\_\_\_ certifies that it has examined and fully comprehends all the enclosed “general conditions”, “bidder qualifications”, “specifications” and “notice to bidders” for the transportation service for the amounts stated below and pursuant to the terms described in the specifications:

1) **BASE BID:**

To provide **FIELD/SPORTS TRIP TRANSPORTATION SERVICES** for the Peekskill City School District as specified. Waiting time up to 5-hours (exclusive of travel time), tolls, fuel, parking fees and driver costs are included in all bid prices. Destinations not specifically listed shall be charged for based upon trip mileages quoted herein. It is further understood that the district will arrange for and pay for driver lodging (not meals) if required for specific overnight trips (exclusive of lodging required for vehicle breakdown). Buses will be 65/66-passenger and vans 18/20 passenger.

\_\_\_\_\_ proposes to furnish the specified services for the following sums:

<b><u>DESTINATION</u></b>	<b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
No Show- Wait fee			
In District	Peekskill (hourly rate)	_____	_____
Albany	Albany, NY	_____	_____

<u><i>DESTINATION</i></u>	<u><i>LOCATION</i></u>	<u><i>BUS BID</i></u>	<u><i>VAN BID</i></u>
Albert Magnus _____	Bardonia, NY	_____	_____
Alex Hamilton	Elmsford, NY	_____	_____
Ardsley	Ardsley, NY	_____	_____
Arlington	LaGrange, NY	_____	_____
Barryville _____	Barryville, NY	_____	_____
Beacon	Beacon, NY	_____	_____
Bear Mountain	Bear Mtn, NY	_____	_____
Blind Brook	Rye, NY	_____	_____
Botanical Gardens	Bronx, NY	_____	_____
Brewster	Brewster, NY	_____	_____
Briarcliff	Briarcliff Manor, NY	_____	_____
Bronx	Bronx, NY	_____	_____
Bronx Zoo	Bronx, NY	_____	_____
Bronxville	Bronxville, NY	_____	_____
Byram Hills	Armonk, NY	_____	_____
Carmel	Carmel, NY	_____	_____
Center For Discovery	Liberty, NY	_____	_____
Central park Zoo	NY, NY	_____	_____
Chappaqua	Chappaqua, NY	_____	_____
Clarkstown South	Clarkstown, NY	_____	_____

<u>DESTINATION</u>	<u>LOCATION</u>	<u>BUS BID</u>	<u>VAN BID</u>
Cobleskill	Cobleskill, NY	_____	_____
Copper Beach MS	Yorktown, NY	_____	_____
Cornwall	Cornwall, NY	_____	_____
Cortlandt Bowling	Cortlandt Manor, NY	_____	_____
Croton-Harmon HS	Croton, NY	_____	_____
Croton Point Park	Croton, NY	_____	_____
Dobbs Ferry	Dobbs Ferry, NY	_____	_____
Dover HS	Dover Plains, NY	_____	_____
Dutchess Stadium	Poughkeepsie, NY	_____	_____
Eastchester HS	Eastchester, NY	_____	_____
Edgemont HS	Scarsdale, NY	_____	_____
Edgewater	Edgewater, NJ	_____	_____
Fishkill	Fishkill, NY	_____	_____
Foxlane	Bedford, NY	_____	_____
Garrison	Garrison, NY	_____	_____
Glen Falls	Glen Falls, NY	_____	_____
Granite Springs	Somers, NY	_____	_____
Great Adventure	Jackson, NJ	_____	_____
Haldane HS	Cold Springs, NY	_____	_____
Harrison H.S.	Harrison, NY	_____	_____
Harrison	Rye, NY	_____	_____

Hastings HS	Hastings, NY	_____	_____
Haviland <b><u>DESTINATION</u></b>	Brewster, NY <b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
Hen. Hud	Hendrick Hudson NY	_____	_____
Highland Falls	Highland, NY	_____	_____
Hodgson's Farms	Walden, NY	_____	_____
Horace Greeley	Chappaqua, NY	_____	_____
Hyde Park	Hyde Park, NY	_____	_____
Iona College	New Rochelle, NY	_____	_____
Irvington	Irvington, NY	_____	_____
	Jersey City, NJ	_____	_____
John Jay	Cross River, NY	_____	_____
John F. Kennedy Airport	Jamaica, NY	_____	_____
Katonah Gallery	Katonah, NY	_____	_____
Kieo Academy _____	Purchase, NY	_____	_____
Kingston	Kingston, NY	_____	_____
Lakeland H S	Shrub Oak, NY	_____	_____
LaGuardia Airport	Flushing, NY	_____	_____
Lawrence Woodmere	Woodmere, NY	_____	_____
Liberty State Park	Liberty, NY	_____	_____
Lourdes	Poughkeepsie, NY	_____	_____
Madden Farms _____	Carmel, NY	_____	_____

Madison Square Garden	Manhattan, NY	_____	_____
Mahopac H S	Mahopac, NY	_____	_____
Maritime Center <b><u>DESTINATION</u></b>	Norwalk, CT <b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
Mamaroneck	Mamaroneck, NY	_____	_____
Manhattanville _____	Purchase, NY	_____	_____
Marymount College	Tarrytown, NY	_____	_____
Meadowlands	East Rutherford, NJ	_____	_____
Medieval Times	Lyndhurst, NJ	_____	_____
Middletown	Middletown, NY	_____	_____
Mid Town	New York, NY	_____	_____
Museums/Plays/Etc	New York, NY	_____	_____
	Milford Ct.	_____	_____
Monroe Village	Monroe, NY	_____	_____
Monroe Woodbury HS	Central Valley, NY	_____	_____
	Montvale, NJ	_____	_____
Mount Vernon	Mount Vernon, NY	_____	_____
	Nanuet, NY	_____	_____
Newark Airport	Newark, NJ	_____	_____
New Rochelle	New Rochelle, NY	_____	_____
Newburgh	Newburgh, NY	_____	_____
North Salem HS	North Salem, NY	_____	_____
	Norwalk, Ct	_____	_____

NY Military Academy	West Point, NY	_____	_____
NYC below 42 <sup>nd</sup> St.	New York, NY	_____	_____
<b><u>DESTINATION</u></b>	<b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
	Nyack, NY	_____	_____
Ossining	Ossining, NY	_____	_____
Pace College	Pleasantville, NY	_____	_____
Pawling HS	Pawling, NY	_____	_____
	Pearl River, NY	_____	_____
Philipsburgh Manor	Sleepy Hollow, NY	_____	_____
Pine Plains HS	Pine Plains, NY	_____	_____
Playland	Rye, NY	_____	_____
Pleasantville HS	Pleasantville, NY	_____	_____
Pocantico Hills School	Sleepy Hollow, NY	_____	_____
Pt. Chester HS	Port Chester, NY	_____	_____
Poughkeepsie HS	Poughkeepsie, NY	_____	_____
Purchase	Purchase, NY	_____	_____
	Ramapoo, NY	_____	_____
Rockland Comm College	Suffern, NY	_____	_____
Rye HS	Rye, NY	_____	_____
Rye Neck HS	Mamaroneck, NY	_____	_____
Saunders HS	Yonkers, NY	_____	_____
Scarsdale HS	Scarsdale, NY	_____	_____

Sharp Reservation	Fishkill, NY	_____	_____
	Spring Valley, NY	_____	_____
Sleepy Hollow HS	Sleepy Hollow, NY	_____	_____
<b><u>DESTINATION</u></b>	<b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
Somers HS	Lincolndale, NY	_____	_____
South St Seaport	NY, NY	_____	_____
Stamford Museum	Stamford , CT	_____	_____
Sterling Forest	New Jersey	_____	_____
Suffern	Suffern,NY	_____	_____
SUNY Purchase	Purchase, NY	_____	_____
	Tappan, NY	_____	_____
Tarrytown	Tarrytown, NY	_____	_____
Teatown Reservation	Ossining, NY	_____	_____
Tech Center	Yorktown, NY	_____	_____
United Nations	New York, NY	_____	_____
Valhalla HS	Valhalla, NY	_____	_____
Van Cortlandt Manor	Croton, NY	_____	_____
Walter Panas	Cortland Manor, NY	_____	_____
Wappingers	Wappingers Falls, NY	_____	_____
Washington Irving JHS	Sleepy Hollow, NY	_____	_____
Westchester Com Coll	Valhalla, NY	_____	_____
West Point	Highland Falls, NY	_____	_____

Westlake HS	Thornwood, NY	_____	_____
White Plains HS	White Plains, NY	_____	_____
Woodlands HS	Hartsdale, NY	_____	_____
Yankee Stadium <b><u>DESTINATION</u></b>	Bronx, NY <b><u>LOCATION</u></b>	<b><u>BUS BID</u></b>	<b><u>VAN BID</u></b>
Yonkers,	Yonkers, NY	_____	_____
Yorktown,	Yorktown, NY	_____	_____

Transportation to, from and within 7 miles of Peekskill	_____	_____
Transportation to, from and within 15 miles of Peekskill	_____	_____
Transportation to, from and within 30 miles of Peekskill	_____	_____
Transportation to, from and within 45 miles of Peekskill	_____	_____
Transportation to, from and within 60 miles of Peekskill	_____	_____
Transportation to, from and within 75 miles of Peekskill	_____	_____
Transportation to, from and within 90 miles of Peekskill	_____	_____
Transportation to, from and within 100 miles of Peekskill	_____	_____

Waiting time (per hour) in excess of 5 hours      \$\_\_\_\_\_ per hour

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

- Yes**
- No**

If the latter, is it authorized to do business in New York State?

- 3) In submitting this Bid, the Bidder agrees to the terms and conditions of the Bidding Package including the Instructions to Bidders, General Conditions, Bidder Qualifications, Bid Proposal Certifications and Specifications. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized employee, that person hereby states that he or she has the authority to bind the corporation.
- 4) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item a), a copy of the Bidder's calendar year 2005 NYS Department of Transportation BUSNET Bus Inspection Operator Profile Summary must be included with this bid.
- 5) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item b), a copy of the Bidder's Drug & Alcohol Testing Policy for School Bus Drivers must be included with this bid.
- 6) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item c), the following individuals are qualified as an Article 19A Examiner and/or School Bus Driver Instructor (SBDI):

NAME	CERTIFIED AS	CERTIFICATION NUMBER
------	--------------	----------------------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

- 7) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item d), the Bidder has provided transportation services to the following school districts within the last three (3) years (these references will be contacted):

NAME	ADDRESS	CONTACT PERSON	TELEPHONE
------	---------	----------------	-----------

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

8) Location of Bidder's nearest approved maintenance facility:

\_\_\_\_\_

9) Pursuant to Specification **II. BIDDER QUALIFICATIONS**; Item e), audited financial statements (certified or reviewed) for the last three (3) years must be included with the bid.

10) Pursuant to Specification **IX. SPECIFICATION**; SCOPE; Item 5, PERFORMANCE BOND; proof of bondability must be included with the Bid.

11) Pursuant to Specification **IX. SPECIFICATION**; Section B, Vehicles; Item 1, a vehicle list must be included with the Bid on **APPENDIX B**.

12) If not awarded the In-District Bid the Contractor certifies in the box below their intent to accept the award of the District for the Sports/Field Trip Bid:

**Yes, we will accept the Sports/Field Trip Bid award even though we are not awarded the In and Out of District Contract.**

**No, we will not accept the Sports/Field Trip Bid award if we are not awarded the In and Out of District Contract.**

**You must check only one box above.**

Respectfully submitted,

by\_\_\_\_\_

title\_\_\_\_\_

company\_\_\_\_\_

**PROGRAM DESCRIPTIONS**

**A. IN AND OUT OF DISTRICT TRANSPORTATION PROGRAM**

The following tables represent the Peekskill City In and Out of District School Bus Transportation Program as it exists in the 2005-2006 school year. This information is being provided for information purposes only. The 2006-2007 program is expected to be essentially the same as of the print date of this document. The District reserves the right to change school start and end times as well as grade configurations within the District.. There will be reasonable advance notification of any changes to existing route structure(s).

**Morning and Afternoon Transportation Program  
2005-2006**

<b>Bus Route</b>	<b>Destination (Schools Served)</b>	<b>Live Start Time A.M.(1<sup>st</sup> Pick-up) P.M (School Pickup)</b>	<b>Live End Time A.M.(School Drop-off) P.M.(Last Drop off)</b>
1	Hillcrest Oakside	A.M. 7:55 P.M. 2:45	A.M. 9:00 P.M. 3:50
2	Hillcrest Uriah Hill	A.M. 7:50 P.M. 2:45	A.M. 9:00 P.M. 4:00
3	Hillcrest Oakside	A.M. 7:45 P.M. 2:45	A.M. 9:00 P.M. 4:00
4	Hillcrest Oakside	A.M. 8:00 P.M. 2:45	A.M. 9:00 P.M. 4:00
5	Hillcrest	A.M. 8:00 P.M. 2:45	A.M. 9:00 P.M. 4:00
6	Woodside Uriah Hill	A.M. 7:55 P.M. 2:45	A.M. 9:00 P.M. 4:00
7	Woodside Oakside	A.M. 7:45 P.M. 2:45	A.M. 9:00 P.M. 4:00
8	Woodside Uriah Hill	A.M. 7:35 P.M. 2:45	A.M. 9:00 P.M. 4:00

**Morning and Afternoon Transportation Program  
2005-2006**

<b>Bus Route</b>	<b>Destination (Schools Served)</b>	<b>Live Start Time (1<sup>st</sup> Pick-up)</b>	<b>Live End Time (School Drop-off)</b>
9	Woodside Oakside	A.M. 8:05 P.M. 2:45	A.M. 9:05 P.M. 4:00
10	Woodside Oakside	A.M. 7:40 P.M. 2:45	A.M. 9:05 P.M. 4:00
11	Woodside Uriah Hill	A.M. 8:00 P.M. 2:45	A.M. 9:05 P.M. 4:00
12	Woodside Uriah Hill	A.M. 7:55 P.M. 2:45	A.M. 9:05 P.M. 4:00
13	St. Columbanus Pre-k Midday Oakside ASP	A.M. 7:00 A. M. 11:30 P.M. 2:25	A.M. 8:00 P.M. 12:30 P.M. 3:45
14	Assumption	A.M. 7:00 P.M. 2:25	A.M. 8:00 P.M. 2:35
15	JFK/Harvey	A.M. 7:00 P.M. 2:50	A.M. 8:00 P.M. 3:45
16	Pre-K Bus Pre-K Midday Pre-K PM	A.M. 7:40 A.M. 11:20 P.M. 3:00	A.M. 9:00 A.M. 12:35 P.M. 4:00
17	Tech Bus HC to WS ASP	A.M 7:10 A.M. 9:20 A.M. 11:20 P.M. 2:00 P.M. 2:45	A.M. 8:00 A.M. 10:40 A.M. 12:40 P.M. 2:40 P.M. 3:20
18	JFK/Harvey Van	A.M. 7:00 P.M. 2:50	A.M. 8:00 P..M. 3:50

**Morning and Afternoon Transportation Program  
2005-2006**

<b>Van/Bus Route</b>	<b>Destination (Schools Served)</b>	<b>Live Start Time (1<sup>st</sup> Pick-up)</b>	<b>Live End Time (School Drop-off)</b>
19 Van # 1 In District Special Needs	Woodside Oakside	A.M. 7:45 P.M. 2:45	A.M. 9:05 P.M. 3:55
20 Van # 2 In District Special Needs	PMS PHS Uriah Hill	A.M. 7:20 P.M. 2:50	A.M. 9:05 P.M. 3:50
21 In District Van #3	Hillcrest Oakside	A.M. 8:05 P.M. 2:45	A.M. 9:05 P.M. 4:00
22 In District Van # 4 Wheelchair	Blue Mtn MS Hillcrest	A.M. 7:10 P.M. 2:45	A.M. 8:15 P.M. 3:20
<b>OUT OF DISTRICT</b>			
23 Van #1 Special Needs	Pinesbridge	A.M. 7:05 P.M. 2:15	A.M. 8:15 P.M. 3:30
24 Van # 2 Wheelchair	Pinesbridge	A.M. 6:50 P.M. 2:15	A.M. 8:15 P.M. 3:30
25 Bus # 1	Walden	A.M. 7:05 P.M. 2:15	A.M. 8:15 P.M. 3:30
26 Van #3 Special Needs	Croton Carbone Uriah Hill	A.M. 7:25 P.M. 2:20	A.M. 9:00 P.M. 3:30

**Morning and Afternoon Transportation Program  
2005-2006**

<b>Bus Route</b>	<b>Destination (From Schools)</b>	<b>Live Start Time (Leaves School)</b>	<b>Live End Time (Last Drop-off)</b>
27 Van # 4	Rye lake So Boces	A.M. 7:00 P.M.2:05	A.M. 8:30 P.M. 3:30
28 Van # 5	Pocantico Daytop John Paulding	A.M. 7:25 P.M. 2:15	A.M. 9:00 P.M. 5:00
29 Van #6	Westchester Exceptional Mahopac Elementary	A.M. 6:55 P.M. 2:15	A.M. 8:30 P.M. 3:30
30 Van # 7	Windward White Plains Mall Portchester MS	A.M 6:45 P.M. 2:30	A.M. 8:30 P.M 3:45
31 Van # 8	NYSD Clearview	A.M. 6:55 P.M. 2:30	A.M. 9:30 P.M. 4:00
32 Van # 9	St. Vincent's Hommacks	A.M. 6:30 P.M. 1:30	A.M.8:30 P.M. 3:30
33 Van # 10	Westlake	A.M. 6:55 P.M. 1:45	A.M. 7:45 P.M. 2:45
34 Van # 11	Blythedale Kensico Virginia Rd HCK	A.M. 7:00 P.M. 2:15	A.M. 9:00 P.M.4:30
35 Van # 12	Andrus Farragut Grenburgh/Graham	A.M 6:55 P.M. 2:30	A.M. 8:30 P.M. 4:30
36 VAN # 13	Friendship	A.M 7:15 P.M. 2:30	A.M.8:30 P.M. 4:15
37 Van # 14	Primetime Rockland	A.M.8:05 P.M. 3:00	A.M. 9:00 P.M. 4:00

Bus Route	Destination (From Schools)	Live Start Time (Leaves School)	Live End Time (Last Drop-off)
	<b>EXTENDED DAY PROGRAMS</b>		
38 Bus	Ext Day program include monitor	.P.M.4:00	P.M. 5:00
39 Bus	Ext Day Program – include monitor	P.M. 5:00	P.M. 6:00
40 Bus	Ext Day Program	P.M. 6:00	P.M. 7:00
41 Whch Van	Ext Day Program	P.M. 4:00	P.M. 5:00

There are seventeen (18) school buses and sixteen (15) vans including two (4) wheelchair vans operating each morning and afternoon. Bus monitors are not required on the JFK/Harvey run at this time but the District reserves the right to require monitors and therefore requests bids as specified on page 31.

## SUMMER SCHOOL

<b>Bus Route</b>	<b>Destination (Schools Served)</b>	<b>Live Start Time A.M.(1<sup>st</sup> Pick-up) P.M (School Pickup)</b>	<b>Live End Time A.M.(School Drop-off) P.M.(Last Drop off)</b>
1	Pinesbridge Wheelchair # 1	A.M.7:20 P.M. 1:45	A.M. 8:15 P.M. 2:45
2	Pinesbridge Wheelchair # 2	A.M. 7:23 P.M. 1:45	A.M 8:15 P.M.2:45
3	Rye Lake Greenburgh/No castle West Med Ctr	A.M. 6:55 P.M. 2:25	A.M. 8:45 P.M. 3:45
4	Briarcliff HS Linden Hill	A.M. 7:20 P.M. 2:15	A.M. 8:00 P.M. 3:00
5	WEC	A.M. 7:00 P.M. 2:30	A.M. 8:15 P.M. 3:45
6	Scarsdale Church Street White Plains mall	A.M. 6:45 P.M. 2:20	A.M.8:45 P.M. 4:00
7	NYSD Clearview	A.M. 6:55 P.M. 2:30	A. M. 9:30 P.M. 3:45
8	Winward Port Chester HS/MS	A.M. 6:55 P.M. 2:30	A.M. 8:30 P.M.4:00
9	Blue Mtn Middle	A.M. 7:20 P.M. 2:35	A.M. 7:50 P.M. 3:00
10	Freindship	A.M.7:10 P.M. 2:45	A.M. 8:30 P.M.4:15
11	Blythedale HCK Virginia Rd	A.M. 7:50 P.M. 3:00	P.M. 9:00 P.M. 4:30
12	Andrus	A.M. 7:05 P.M. 2:50	A.M. 8:30 P.M. 4:00
13	Walden	A.M. 7:00 P.M. 1:45	A.M. 8:15 P.M. 2:45

The following table summarizes the total “Live Hours” per route that the District currently has in place during the 2005-2006 school year. Bidders can use this table to assist in calculating their bids (see page 30).

### “Live Hours” Summary by Route”

<b>Bus Route</b>	<b>Projected Live Hours/Minutes</b>	<b>Projected Total Hours</b>
1	2.10	3.0
2	2:25	3.0
3	2.30	3.0
4	2.15	3.0
5	2.15	3.0
6	2:20	3.0
7	2.30	3.0
8	2.40	3.0
9	2:15	3.0
10	2:40	3:0
11	2.30	3.0
12	3:15	3.5
13	2:10	3.0
14	2:00	2.5
15	2:00	2.5
16	3.45	4.0
17	4.50	5.0
18	2:00	2.0
19	2.30	2.5
20	2.45	2.5
21	2.20	2.5
22	2.00	2.0
23	2.30	2.5
24	2.30	2.5
25	2.30	2.5
26	2.30	2.5
27	3.00	3.0
28	4.00	4.0
29	2.45	3.0
30	3.15	3.5
31	4.15	4.5
32	4.00	4.0
33	2.00	2.0
34	3.30	3.5
35	3.40	3.5
36	2.45	2.5
37	2.00	2.0



**MONTHLY REPORT TO ADMINISTRATION  
FOR \_\_\_\_\_  
(SCHOOL YEAR)**

1. The number of full operating days scheduled for this month: \_\_\_\_\_ days
2. The number of full operating days actual for this month: \_\_\_\_\_ days
3. The number of full operating days remaining - year-to-date: \_\_\_\_\_ days
4. The number of full operating days actual - year-to-date: \_\_\_\_\_ days

- |   |                |                     |
|---|----------------|---------------------|
| 5. <u>In-District Transportation Program Mileage:</u> | <u>Monthly</u> | <u>Year-to-Date</u> |
| a) Regular Runs                                       | _____          | _____               |
| b) Other (describe)                                   | _____          | _____               |
| c) <b>Total In-District Program Mileage:</b>          | _____          | _____               |

- |  |       |       |
|--|-------|-------|
| 6. <u>Special Runs Mileage:</u>        |       |       |
| a) Sports Trips                        | _____ | _____ |
| b) Field Trips                         | _____ | _____ |
| c) Special Trips                       | _____ | _____ |
| d) Other Trips                         | _____ | _____ |
| e) <b>Total Trips Program Mileage:</b> | _____ | _____ |

- |                                 |                |                     |
|---------------------------------|----------------|---------------------|
| 7. <u>Hours - All Programs:</u> | <u>Monthly</u> | <u>Year-to-Date</u> |
|---------------------------------|----------------|---------------------|

- a) In-District Runs \_\_\_\_\_
- b) Field Trips \_\_\_\_\_
- c) Sports Trips \_\_\_\_\_
- d) Total Hours: \_\_\_\_\_

8. Accident Information:

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

9. Safety and Training Activity - please describe: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

10. Operating Changes for this Month (new routes, policies, procedures, etc.) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**APPENDIX "D"**  
**DISTRICT PUPIL TRANSPORTATION POLICY**

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

The above referenced policy is in effect and can be referenced upon request of a copy of same from the Business Office of the Peekskill City School District at 1031 Elm Street, Peekskill, New York 10566.

**THIS FORM MUST BE SIGNED AND NOTARIZED \*\*\*\*\* SUBMIT WITH PROPOSAL**

**HOLD HARMLESS AGREEMENT**

IT IS HEREBY AGREED AND UNDERSTOOD THAT THE BIDDER AGREES TO HOLD HARMLESS AND INDEMNIFY THE PEEKSKILL CITY SCHOOL DISTRICT BOARD OF EDUCATION, ANY OFFICER, AGENT, SERVANT OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT, FROM ANY LAWSUIT, ACTION, PROCEEDING, LIABILITY, JUDGEMENT, 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 THEM UPON OR IN CONNECTION WITH THEIR PERFORMANCE UNDER THE CONTRACT HOWEVER CAUSED;
- B. ANY INJURY TO PERSON OR PROPERTY SUSTAINED BY ANY PERSON, FIRM, OR CORPORATION, CAUSED BY ANY ACT, DEFAULT, ERROR, OR OMISSION OF THE CONTRACTOR, ITS AGENTS, SERVANTS, OR EMPLOYEES OR ANY PERSON, FIRM OR CORPORATION, DIRECTLY OR INDIRECTLY EMPLOYED BY THEM UPON OR IN CONNECTION WITH PERFORMANCE UNDER THE CONTRACT.

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

THE CONTRACTOR AT ITS OWN EXPENSE AND RISK SHALL DEFEND ANY SUCH LEGAL PROCEEDINGS THAT MAY BE BROUGHT AGAINST THE PEEKSKILL CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT ON ANY CLAIM OR DEMAND, AND SHALL SATISFY ANY JUDGEMENT THAT MAY BE RENDERED AGAINST THE PEEKSKILL CITY SCHOOL DISTRICT, ITS BOARD OF EDUCATION, OR ANY OFFICER, AGENT, SERVANT, OR EMPLOYEE OF THE PEEKSKILL CITY SCHOOL DISTRICT.

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

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

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

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

**NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

Telephone No. \_\_\_\_\_ Date of Bid: \_\_\_\_\_

**I. GENERAL BID CERTIFICATION**

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

**II. NON-COLLUSIVE BIDDING CERTIFICATION**

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

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

- a) By submission of this bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
  - 1. The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
  - 2. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
  - 3. No attempt has been made or will be made by the Bidder to induce 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 cannot make the foregoing certification, the Bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where a) - 1., 2., and 3. above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the political subdivision, public department, agency or official thereof to which the bid is made, of his/her designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

Signature \_\_\_\_\_

Title \_\_\_\_\_