

REQUEST FOR PROPOSALS

STUDENT TRANSPORTATION SERVICES

FOR THE

UTICA CITY SCHOOL DISTRICT

**RFP #2024-003: SUMMER SCHOOL STUDENT TRANSPORTATION
SERVICES AGREEMENT
JULY 1, 2024 – AUGUST 31, 2026**

**One Original Proposal and five (5) Copies of the Proposal
Must Be Received Prior to February 6, 2024 at 2 P.M.
At the Following Address:**

**Attn: Dr. Kathleen, Davis, Interim Superintendent of Schools
Utica City School District
929 York Street
Utica, NY 13502**

**Proposal Packages Must Be Sealed
And Clearly Marked on the Exterior Showing the Proposal Name**

INTRODUCTION

The Utica City School District is soliciting proposals for summer student transportation services for a three-year period. The timeline for the Request for Proposals is as follows:

- RFP Issued: 1/17/24
- Pre-Proposal Conference: 1/26/24 at 9 a.m.
- Distribution List Response (Intend to Bid): 1/28/24
- Deadline to Submit Written Questions: 1/29/24
- Respond to Written Questions: 2/2/24
- Submission of Proposals: 2/6/24 by 2 p.m.
- Proposal Evaluations: 2/9/24
- Finalize the Contract: 2/24/24
- Award the Contract: 2/27/24

The District intends to enter into a contract for summer student transportation services as follows:

Summer school transportation (See, **Attachment #1** hereto):

JULY 1, 2024 – AUGUST 31, 2024

JULY 1, 2025 – AUGUST 31, 2025

JULY 1, 2026 – AUGUST 31, 2026

OPTION TO RENEW: The contract may be renewed for an additional two-year period (JULY 1, 2027 – AUGUST 31, 2027 and JULY 1, 2028 – AUGUST 31, 2028) if agreed to in writing by both parties.

One (1) original and five (5) copies of the proposer's sealed proposal must be mailed to the Interim Superintendent, Dr. Kathleen Davis at Utica City School District, 929 York Street, Utica, NY 13502 and emailed to: Kdavis@uticaschools.org.

In order to be considered, all proposals must be received by the District no later than February 6, 2024 at 2 P.M.

PROPOSAL FOR TRANSPORTATION SERVICES

The Utica City School District reserves the right to accept what it deems bidding or specification informalities relating to a specific PROPOSAL, to reject any and all PROPOSALS, to re-advertise and invite new PROPOSALS, or a part of a PROPOSAL, or to accept the whole or part of a PROPOSAL, or to accept parts of PROPOSALS from more than one VENDOR, as in the Board of Education's judgment, it deems to be in the best interest of the Utica City School District.

RECITALS

1. DISTRICT, Utica City School District, a Small City School District organized in accordance with Article 51 of the New York State Education Law, desires to provide its students with transportation as permitted by the New York State Education Law; and to receive other related services in accordance with the Laws of the State of New York.
2. VENDOR, any individual, company or corporation organized and/or licensed to do business in accordance with the Laws of the State of New York, has expertise in the area of transporting public school students as permitted by the New York State Education Law; and in the provision of other related services to public school districts.
3. BOARD, the Board of Education of the Utica City School District.
4. SUPERINTENDENT, the Superintendent of Schools of the Utica City School District or his/her designee.

The submission of a PROPOSAL will be construed to mean that the VENDOR is fully informed as to the extent and character of the services, supplies, materials or equipment required and a representation that the VENDOR can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a PROPOSAL will also mean that the VENDOR is fully informed as to the rules, regulations and requirements of the Federal or Local government, State of New York and the DISTRICT, and that the VENDOR will fully comply with said rules, regulations and requirements. VENDOR must only purchase or lease zero-emission school buses when purchasing or leasing new school buses to the extent required by Education Law Section 3638 and other applicable law.

A VENDOR shall make no stipulations on the PROPOSAL nor qualify its PROPOSAL in any manner. No PROPOSAL will be considered which purports to qualify, limit, amend or omit any requirement of the PROPOSAL Documents.

VENDOR will provide, along with the completed PROPOSAL package, evidence demonstrating an ability to provide summer school transportation services, including, if applicable, a list of any and all school districts of a similar size which they have served during the past three (3) years. Information on programs with similar demographics and urban transportation demands should be provided. A summary of experience over at least three (3) years of successfully operating a complex school transportation program in compliance with the applicable laws, rules and regulations of the State of New York should be included. In lieu of organizational experience,

staff experience must be provided to demonstrate an ability to operate the DISTRICT'S program within the requirements of New York State.

VENDOR shall provide financial proof that the VENDOR is financially capable of performing the requirements of this PROPOSAL. If the financial statements do not supply that information then the VENDOR must include other documents that will provide this proof. The DISTRICT may have the financial data analyzed by its independent auditor. If the VENDOR cannot provide sufficient information to prove the VENDOR has the financial capability to perform the requirements of this PROPOSAL, the DISTRICT has the right to reject the PROPOSAL.

VENDOR must provide proof, along with the completed PROPOSAL package, that VENDOR can provide the expected insurance coverage as outlined in these documents. This proof can be in the form of a certificate of insurance naming the DISTRICT as an additional insured, showing all the requested types and levels of coverage required, or a letter from the insurance company(s) (not agent), guaranteeing what types and levels of coverage they will provide in the event the VENDOR is awarded the contract. The types and levels of coverage must, of course, comply at a minimum with the required levels in the PROPOSAL specifications.

VENDOR must submit proof that the VENDOR can furnish a 100% performance bond consistent with the requirements detailed in the specifications for the performance of the operating contract(s) that may be awarded in conjunction with this PROPOSAL, should the DISTRICT decide to accept the Performance Bond alternate. The proof must be in the form of a bona fide letter of surety from a surety company authorized to do business in the State of New York. The letter must guarantee that the company will provide the Performance Bond in the amount of one hundred percent (100%) of the annual contract(s) value in the event the VENDOR is awarded the contract(s), and the DISTRICT selects the Performance Bond alternate. A determination on the acceptance of the Performance Bond alternate rests solely with the DISTRICT.

VENDOR must submit, with its PROPOSAL, the most recent full year copy available from the New York State Department of Transportation, of its New York State Department of Transportation Bus Inspection System – *Operator Profile (Summary; Defect Detail; Preventative Maintenance Section)* for the terminal(s) from which it intends to operate this PROPOSAL (if available), and/or any other terminals throughout New York State.

VENDOR must submit, with its PROPOSAL, copies of the most recent Article 19A Motor Carrier/Annual Statistical Report(s) for all transportation programs operated by this VENDOR in New York State for the past year. If the VENDOR operates more than five (5) locations in New York State, the DS-3.3 form should be submitted for the five (5) locations with the closest physical proximity to the DISTRICT. The form number is DS-3.3 and is filed annually with the Annual 19A Affidavit of Compliance. The VENDOR shall submit a copy of its form DS-3.3 to the DISTRICT for every year of the PROPOSAL.

No charge will be allowed for federal, state, or municipal sales and excise taxes since the DISTRICT is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the VENDOR. The VENDOR must comply with all State, Federal, and local laws and regulations, as well as the Regulations of the Commissioner of Education regarding

school bus driver employment and bus operation, and any regulations relative to the employment of attendants and monitors, at VENDOR's sole cost and expense. This includes, but is not limited to, the requirement that each driver and each attendant/monitor performing services pursuant to a contract with the DISTRICT shall be involved in all safety programs that are or may be required by the laws, rules and regulations of the State of New York as well as training in recognition of child abuse in an educational setting and the reporting requirements. Any VENDOR hereunder must comply particularly with the Regulations of the Commissioner of Education as they apply to safety regulations for drivers and attendants/monitors. The DISTRICT's Transportation Supervisor reserves the right to attend any of these training meetings.

VENDOR must also supply a list of all New York State contracts that they are operating for the 2023-2024 school year including information on the number of buses, terminal location, and District contact information.

If two (2) or more VENDORS submit PROPOSALS which are evaluated and determined to be satisfactory, the decision of the BOARD to award a PROPOSAL to one (1) such VENDOR shall be final.

It is understood that the PROPOSAL in no way excludes the DISTRICT from using its own vehicles, drivers, and/or attendants/monitors, 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. Additionally, it is understood that the PROPOSAL in no way limits the DISTRICT from using other contractors in performing similar or other services consistent with New York State regulations should the VENDOR not be able to furnish the required services. While the primary focus of this PROPOSAL is the transportation of students between home and school, the DISTRICT reserves the right to utilize the vehicles supplied under this PROPOSAL in any manner that best serves the needs of the students and the DISTRICT. This shall include, but not be limited to, the provision of services required by Federal and State mandates, Executive Orders, and/or other applicable law, such as requirements for transportation to and from drug treatment facilities, respite centers, food delivery services, technology transportation services and work study programs.

These specifications are intended to provide for school bus services for the safe transportation of students for the DISTRICT. Each VENDOR must inform itself fully as to the conditions relative to the fulfillment of the PROPOSAL. In that regard, all VENDORS are invited to review, among other things, the routing schedules used in the 2023-2024 school year which are on file with the DISTRICT.

It should be noted that the transportation program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests. Therefore, the DISTRICT envisions a PROPOSAL based upon a price per bus run for that number of bus runs necessary to meet the needs of the program under the PROPOSAL terms specified.

The SUPERINTENDENT or the SUPERINTENDENT'S designee will represent the DISTRICT in all matters pertaining to the performance of this PROPOSAL.

The VENDOR shall consent and agree to audits of any and all financial records relating to the proposed PROPOSAL 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 VENDOR in connection with the performance of obligations arising out of the PROPOSAL may be examined at a mutually agreeable time by duly authorized representatives of the DISTRICT.

The VENDOR shall maintain records during the term of the PROPOSAL of the daily services provided to the DISTRICT on a route by route basis, and shall submit such records upon request by the DISTRICT for audit in support of each of the monthly invoices. As stated herein, length of day for each bus shall be determined by the DISTRICT consistent with the route schedules.

The VENDOR is required in these specifications to provide the DISTRICT notice of absences, bus assignment changes, accidents and incidents, and other management and quality issues that the DISTRICT has deemed to be important in its transportation oversight role.

The BOARD requires compliance with existing and future modifications of the State Education Law and Vehicle and Traffic Law, and any other state laws or rules and/or regulations of state agencies or officials having the effect of law.

All motor vehicles to be used and all transportation operations must comply with the requirements of the New York State Department of Education and the New York State Department of Transportation, and New York State Department of Motor Vehicles, as well as with the motor vehicle laws and all other laws of the State of New York pertaining to transportation of school children.

Bus interiors and exteriors shall be maintained in a clean and sanitary manner. Bus interiors shall be cleaned at the completion of all AM and PM routes serviced by this PROPOSAL. The exterior of all vehicles will be washed at least once per week.

All vehicles shall comply with the requirements set forth in this RFP, including but not limited to the requirements in Section 10 herein titled "VIDEO SURVEILLANCE CAMERAS". All vehicles of more than fourteen (14) passengers shall be furnished with a heater system capable of maintaining the temperature inside the vehicle at a minimum of fifty (50) degrees Fahrenheit measured anywhere front to back on the vehicle's center line twelve (12) inches above the floor in an outside ambient temperature of zero (0) degrees Fahrenheit with no passengers aboard. The temperature gradient between floor and ceiling shall not exceed ten (10) degrees Fahrenheit. Adjustable manual controls shall be provided to permit outside air, recirculated air or variable mixtures as desired, to be circulated through at least the main heater core.

All vehicles are required to have an operational 2-way radio system. All vehicles are required to have GPS with a Parent tracking App that would work with the districts routing system. All vehicles shall have signs, posted in their interior, designating standard rules of conduct. These

signs will be furnished by the DISTRICT and shall be placed so as not impair the visibility of the driver.

All vehicles shall have their headlights turned on when in the process of carrying students (Lights On For Safety). All vehicles will be equipped with alternators and batteries of sufficient size to allow fulfillment of this provision.

All vehicles shall have defrosting equipment sufficient to maintain all windows in the driver's compartment area (including the side and front door windows) ninety percent (90%) free of frost and moisture such that the driver's vision is effectively unimpaired during the coldest, most inclement winter weather conditions in the Utica area.

The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, religion, disability, marital or parental status, national origin, race, sex, sexual orientation, veteran status, political opinion or affiliation. The VENDOR agrees that, in selecting its employees to perform the tasks and services contained in this PROPOSAL, it will not discriminate against an otherwise qualified person on the basis of any of these factors.

The proposer shall furnish all supporting data. Failure to address all segments of the Specifications may result in rejection of the proposal at the District's discretion. Each proposer shall submit as part of the proposal a statement of proposer qualifications. The District shall have the right to take such steps, as it deems necessary to determine the ability of the proposer to perform the work in a prompt and efficient manner per the Specification.

The District reserves the right to reject any proposal where an investigation and evaluation of the proposer's qualifications would give reasonable doubt that the proposer could promptly and efficiently perform the services described herein.

The proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or resolution attached certifying agent's authority to bind the proposer in contract.

All prices quoted by a vendor must be firm prices for a period of 45 days to allow consideration and possible acceptance by the District. If awarded the contract, the prices will then be firm during the time period indicated by the proposer.

All prices and quotations must be in ink, typewritten or printed. No pencil figures will be accepted, mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

Modification or Withdrawal of Proposals

A proposal may not be modified, withdrawn or canceled by the proposer following the time and date designated for the receipt of proposals.

Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by written notice which must be received by the District prior to the official closing time and date for receipt of proposals.

Interpretation or Correction of Request for Proposals

Proposers shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the specifications.

Proposers desiring clarification or interpretation of the Request for Proposals shall make a written request to the District at least ten (10) days prior to the closing date for receipt of proposals. Such requests should be addressed to:

Dr. Kathleen Davis
Acting Superintendent of Schools
Utica City School District
929 York Street
Utica, NY 13502

Any interpretation of, or correction, or change to the Specifications will be made by addendum, issued by the District. Interpretations of, corrections, or changes to the Specifications made in any other manner will not be binding and proposers shall not rely upon such interpretations, corrections and changes.

Proposals will not be opened to the public nor disclosed to unauthorized persons prior to award of the contract. However, after award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition on disclosure of confidential data, which is designated as such in a proposal (consistent with state law and District policy).

PROPOSAL EVALUATION CRITERIA

The contract will be awarded to the best proposer as determined by the District. It is appropriate to emphasize that the lowest proposer may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In accordance with Section 156.12 of the Regulations of the Commissioner of Education, in order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the criteria presented below. The maximum point allowance for each category is indicated. Total possible points are 100.

A successful proposer must receive a minimum threshold score of at least 60 points. If no proposer receives at least this minimum score, then the District may, in its discretion, not award a contract as a result of this Request for Proposals.

Category

Points

1.	Previous experience of the proposer in transporting pupils.	10
2.	Evaluation of management in the performance of contracts to School Districts. Include the name of each transportation company of which an owner or manager of the proposer has been an owner or manager.	5
3.	Safety programs implemented by proposer. Include supporting documents in proposal.	20
4.	Record of accidents in motor vehicles under the control of the proposer. List insurance runs and ratio of injury vs. physical damage.	20
5.	Driving history of employees of the company and driving practices. Include abstracts and driving records.	15
6.	Inspection records and model year of the motor vehicles under the control of proposer NYS DOT BUSNET score.	5
7.	Maintenance schedule of the motor vehicles under the control of the proposer. List programs and preventive maintenance programs implemented and followed.	5
8.	Financial analysis of proposer (include financial statements).	5
9.	Compliance with the state and local insurance and bonding requirement. Include insurance certificate.	5
10.	Overall cost of proposal over the time period requested.	10
Total		100

Scoring: Information:

1. PREVIOUS EXPERIENCE

Each proposer shall submit as part of the proposal at least three (3) references from similar Districts/Entities where services of a comparable nature and size to the scope of services requested were provided including the District/Entity name, contact person, telephone number, email address, scope of services provided, and dates services were provided on the form titled "PROFESSIONAL REFERENCES" attached hereto. The evaluator will rate proposer's previous experience in providing services to school districts of comparable size and complexity. Priority will be given to the level of service provided to those Districts. Safety, on-time performance, sufficient coverage of all routes, problem solving, accessibility of management, and all staff including drivers appearance are to be considered in evaluation of the proposer. Scores may range from a high of 10 points to a low of 0 points.

2. MANAGERS AND SUPERVISORS

The evaluator will rate the interaction with managers and other supervisory staff during the course of performance in all Districts served by this company. Scores may range from a high of 5 points to a low of 0 points.

3. SAFETY PROGRAMS

The evaluator will rate the safety programs implemented by the proposer and compliance with all, appropriate Federal and State Agencies. Evaluation of training as well as mandated courses will be considered. Scores may range from a high of 20 points to a low of 0 points.

4. ACCIDENTS

The evaluator will consider the number of accidents relative to the number of vehicles operated and total miles driven. Include the last 5 statistical reports included in your Affidavit of Compliance. The number of accidents involving injury shall be weighed more heavily than minor damage accidents. Scores may range from a high of 20 points to a low of 0 points.

5. DRIVING HISTORY OF EMPLOYEES

The evaluator will review the records of the employees of the proposer including their 19A records, SEO requirements and length of service. Scores may range from a high of 15 points to a low of 0 points.

6. VEHICLE MAINTENANCE

The New York State DOT BUSNET ratings for the proposer for NYS terminals will be considered. Scores for this section will be determined by the BUSNET ratings. Include the last 5 years letter from DOT for out of service rate. Scores may range from a high of 5 points to a low of 0 points.

7. MAINTENANCE

The evaluator will review the preventive maintenance of the proposer. Frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs. List the vehicles that will be used for this contract including model, year, mileage and capacity. Scores may range from a high of 5 points to a low of 0 points.

8. FINANCIAL ANALYSIS

The evaluator will review the financial documents submitted to determine the financial strength of the proposer. Added value should be given to proposers submitting certified financial statements or in the case of publicly traded companies, their annual report. Scores may range from a high of 5 points to a low of 0 points.

9. INSURANCE AND BONDING

The evaluator will review all information submitted to ascertain that the District's requirements are fully met. Scores may range from a high of 5 points to a low of 0 points.

10. OVERALL COST

The scores for total cost of the proposal will be scored as follows:

Points for overall cost will be awarded as based on a formula awarding 10 points to the lowest proposer and deducting the percentage difference between the lowest proposer and the other proposers, e.g., if the total cost between the lowest proposer and the next lowest proposer is 10% then proposer two will have 1 point deducted from the maximum score of 10.

PROPOSAL CONSIDERATION

Rejection of Proposals and Waiver of Technicalities or Informalities

The District reserves the right to reject any and all proposals and to waive technicalities and/or minor irregularities in proposals.

Any one or more of the following, among others, may be considered sufficient for the disqualification of the respondent and the rejection of the proposal:

1. Evidence of collusion among respondents.
2. Failure to satisfy the submittal requirements of the RFP.
3. Lack of responsibility as shown in past work, reference, or other factors.
4. Default or termination of other contracts or agreements.
5. Illegible or vague proposals.

The District may, in its sole discretion, give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his/her proposal, or waive such deficiency where it is advantageous to the District to do so. The District reserves the right to correct mathematical errors by the proposer.

The District may conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only vendors who submit proposals that the District determines to be satisfactory.

Final Selection

The final selection will be made on the basis of District committee's determination of the respondent's overall ability to provide and manage the current and future service needs for the District.

Prior to the award of the contract and during the course of the contract, the District reserves the right to negotiate changes in the scope and/or cost of the required services as well as changes in the scope and/or cost of enhancements offer by the proposer.

Voter approval is required for multi-year contracts. In the event a multi-year contract is NOT approved by the voters, a one-year contract may be awarded by the district based on the first-year price of the contractor who submitted the highest score. Therefore, the same contractor would receive the award for a one-year contract if they were the contractor who would have received the multi-year contract award. In the event a one-year contract is awarded, the District may elect to renew the contract in subsequent years at a price negotiated, but in no event at a rate in excess of the percentage increase of the Consumer Price Index (CPI) as approved annually by the State Education Department, unless regulations relative to contract renewals are modified during the term of this contract.

The School District reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of these documents, including a copy of the drivers' contract with their union (if applicable). Upon investigation and evaluation, the District may choose to reject any proposal where it is found that the Contractors qualifications are not consistent with the information presented.

Contract Cost Calculation

This contract will be awarded on a price per day per trip on actual days of service. The daily usage shall be determined by the District where the bus is in direct service. Cost should be based on size/type of bus and hours of run. The daily usage shall be based upon "live" route times as defined as from the first pick up to the last drop off point for each trip AM & PM. The PM run times will begin at the time the district designates as the mandatory arrival time at the first school buildings for the PM dismissal. The daily usage time does not include deadhead time for the bus to travel to and from the Contractor's terminal.

During the term of the contract, the District may increase or decrease the use of vehicles as needed to meet the demands of the program. Changes from the Contractor will be based upon actual vehicle usage based on prices shown on the RFP. The determination as to the length of day for billing purposes shall be made by the district based on GPS, computerized or actual live route time evaluation.

There may be circumstances where the district requires a bus monitor or attendant on a home to school route. The District is requesting a rate per live hour for the Contractor to supply a trained bus attendant / monitor as mandated by the by the District. The monitor/attendant will be paid for the live time of the operation of the route (AM, PM or both) equal to the live time paid for the bus that the monitor/ attendant is assigned to. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. A price for this category must be included on the proposal form for the proposal to be considered by the District.

COVENANTS

NOW, THEREFORE, in consideration of the mutual promises contained in this PROPOSAL, and other good and valuable consideration, receipt of which is acknowledged by all parties, it is agreed as follows:

1. **TERM:** The term of the summer transportation contract shall be for three (3) summers, as set forth in **Attachment 1**. The term shall begin on July 1, 2024 and shall extend through and including August 31, 2026.

The contract may be renewed for an additional two-year period (JULY 1, 2027 – AUGUST 31, 2027 and JULY 1, 2028 – AUGUST 31, 2028) if agreed to in writing by both parties.

2. **TRANSPORTATION REQUIREMENTS:** The VENDOR shall transport the DISTRICT'S students to and from school, school activities and BOCES programs in accordance with the DISTRICT'S summer calendar and the DISTRICT'S activity schedule.

Although routing demands and needs can change each year, the VENDOR is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles.

The VENDOR and the DISTRICT shall meet prior to the beginning of each school year to determine the allowable route mileage and the estimated fuel allowance. Periodic meetings may occur throughout the program to evaluate any route changes and the potential impact on the fuel allowance.

Route scheduling will be performed by the VENDOR, utilizing the DISTRICT'S Transfinder routing software. Any changes (new students, addresses, etc.) must be effective the next business day.

The DISTRICT reserves the right to make changes to any proposed routes, and reserves to itself the right of approval on all routes. All routes shall be designed consistent with BOARD Policy, and shall be designed to maximize efficiency and minimize costs to the DISTRICT.

Both parties to the PROPOSAL agree to cooperate in revising the routes and trips to improve service, operating efficiencies or economy. No changes in regular routes or sets of routes may be made without prior approval by the DISTRICT or its authorized representative.

All school bus schedules and designated routes must be closely followed at all times. Starting times for each established route must be followed closely. The VENDOR shall make provisions so that the driver of each vehicle while driving the same bus has available to him/her a watch or clock set at radio time accuracy each morning so that all pick-ups are never earlier than scheduled as indicated in the route records of the VENDOR and transportation supervisor. Changes in starting or pick-up times must be approved in advance and in writing by the Transportation Supervisor.

The VENDOR must adhere to routes and trips as designated by the Transportation Supervisor. Any VENDOR who combines or splits up routes or trips without the written permission of the Transportation Supervisor shall forfeit 1/180 of the amount of said PROPOSAL for each day that it does so, and may be subject to the cancellation of the contract.

No student is permitted to leave the bus except at the regular designated point of discharge. Written permission by parents for the discharge of students at any other point than designated in the bus schedule will not be honored without additional written approval from the Principal of the school in which the student is enrolled.

A card describing the bus route(s) in detail shall be posted in each bus. It must be readable from the driver's seat and be protected from weather and wear. Students may examine the posted route schedule, provided they do so without obstructing loading and unloading procedures or violate safety regulations.

The route numbers shall be designated by the DISTRICT. All vehicles will display in their side window adjacent to the door the route number on a sign acceptable to the Transportation Supervisor in numbers/letters at least six (6) inches high and one (1) inch thick. The numbers/letters shall be readable both from inside and outside of the vehicle. The sign and hardware shall be free of sharp edges and shall be constructed so that they are easily changeable by the driver. The signs shall be changed by the driver in accordance with the route being serviced.

Vehicles must be equipped with safety belts for all passengers, including wheelchairs and Supported Learning students. These safety belts must comply with speed restrictions set forth by the State of New York; all rules and regulations of the Commissioner of Education of the State of New York, the New York State Department of Motor Vehicles and the New York State Transportation Department.

All vehicles used in transporting the students hereunder must be inspected and approved by the Department of Transportation of the State of New York.

The VENDOR is prohibited from transporting other passengers while transporting DISTRICT students. At no time shall the number of passengers carried be in excess of the stated passenger capacity.

A reliable transportation system is important to meet the educational requirements of the students and the DISTRICT. To this end, students must be picked up in the AM in a timely and consistent manner, and students must be delivered home in the PM in an efficient manner. If a bus is more than five (5) minutes late from the established "out the gate" time in the AM or PM, or if the bus is fifteen (15) minutes late in school arrival time, the DISTRICT reserves the right to deduct \$300 from the monthly billing. Should situations beyond the control of the VENDOR, which shall be limited to an extraordinary weather event or traffic accident, cause the failure to meet the defined schedule the penalty will not be assessed.

The VENDOR shall provide the DISTRICT with a detailed invoice within ten (10) days of the close of the month. The DISTRICT shall render payment to the VENDOR within thirty (30) days of its receipt of the invoice.

- A. **School Transportation:** Each day during the summer calendar, the VENDOR shall deploy approximately sufficient school buses to transport all summer school students to and from school. For each Home-to-School route, the pricing system used in the PROPOSAL is based upon the length of day the specific vehicle is in use on behalf of the DISTRICT, including deadhead times as described, and stipulated pre/post trip times. Routes (defined as actual ride time) cannot be longer than sixty (60) minutes in duration. The daily usage shall be determined based upon the scheduled run length as determined by the DISTRICT where the bus is in direct service to the DISTRICT, including a fifteen (15) minute pre/post trip time for each AM, mid-day (if not continuous time), and PM run.

The price per bus run shall be \$_____.

Please refer to **SECTION 14 CHANGE IN THE DISTRICT'S SERVICE NEEDS.**

The excess hourly rate shall be \$_____.

No routes are to be doubled by the VENDOR.

- B. **Supported Learning Runs:** The DISTRICT shall provide the VENDOR with reasonable advance notice of its intent to utilize the VENDOR'S services for Supported Learning runs. The DISTRICT will require standard buses and wheelchair accessible buses with necessary equipment per students' IEP (including but not limited to safety harness, car seats, air conditioning, etc.). Supported Learning runs may also require additional monitors billed at the VENDOR's rate set forth in its proposal. The Supported Learning rate shall be \$_____ for each run. The VENDOR shall provide the DISTRICT with an invoice detailing the Supported Learning run within ten (10) days of the occurrence of the Supported Learning run. The DISTRICT shall render payment to the VENDOR within thirty (30) days of its receipt of the invoice. The DISTRICT may require VENDOR to utilize a bus or van, and in some cases a monitor may be required.

3. SUMMER TRANSPORTATION (SEE, ATTACHMENT #3):

- A. As required by the State Education Department, the DISTRICT shall make a contract award for summer transportation. Unless otherwise specified herein or by the DISTRICT, the other terms and conditions set forth herein apply to such trips.
- B. VENDOR's cost proposal for summer transportation services shall be set forth as described below:

Trip Cost Per Trip, 2024 \$ _____

Trip Cost Per Trip Per 7 Position
Wheelchair Bus, 2024 \$ _____

Total, 2024 \$ _____

Vehicles to be Used			
MANUFACTURER	BODY	YEAR	PASSENGER CAPACITY

Please explain in detail any value added features included in your summer transportation proposal:

4. **BUS MONITORS OR AIDES:** The DISTRICT is also requesting a PROPOSAL for the hourly charge associated with supplying a trained bus monitor on those runs as designated by the DISTRICT. The monitor time shall coincide with the run length as determined by the DISTRICT. A PROPOSAL on the hourly rate for the bus monitor must be included in the PROPOSAL document for a PROPOSAL to be considered by the DISTRICT. The DISTRICT is requesting a rate per live (actual student ride time) per hour, for the VENDOR to provide the trained monitor / attendant as requested by the DISTRICT. Payment will be made in quarter hour segments.
5. **MISSED BUS RUNS:** Upon the request of the DISTRICT, the VENDOR shall provide up to two (2) AM and two (2) PM one-(1) way bus runs annually, for a student or students who missed a bus run. There shall be no additional charge to the DISTRICT for these missed bus runs.
6. **BUS ROUTES:** The VENDOR shall confer with the DISTRICT to develop summer bus routes. The DISTRICT shall approve, modify or reject the bus routes. The VENDOR will

assist in updating route information, operating times, ridership audits, and any other additional information deemed necessary by the DISTRICT. The VENDOR shall assist the DISTRICT by supplying any program data or statistics required to complete any State mandated financial or operating reports.

Both parties to the PROPOSAL agree to cooperate in revising the routes and trips to improve service, operating efficiencies or economy. No changes in regular routes or sets of routes may be made without prior approval by the DISTRICT or its authorized representative.

7. **SCHOOL BUS OWNERSHIP AND MAINTENANCE:** The VENDOR shall use school buses owned by the VENDOR to provide the DISTRICT with the services described in this PROPOSAL. The VENDOR shall be solely responsible for the maintenance, repair and replacement of its vehicles. The VENDOR will ensure that its school buses meet the standards of appropriate governing bodies, such as the New York State Department of Motor Vehicles and the New York State Education Department.

65+ passenger vehicles used by VENDOR shall have no more than a five (5) year average age, and no regularly scheduled route bus shall have an age over nine (9) years.

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

8. **FUEL PURCHASE, STORAGE AND MONITORING:** The VENDOR will provide the fuel. In addition, no charge will be allowed for federal, state, or municipal sales and excise taxes since the DISTRICT is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the VENDOR.

9. **INDEPENDENT CONTRACTOR; VENDOR AS EMPLOYER OF BUS DRIVERS:** The VENDOR shall be responsible for employing all individuals who provide services under this PROPOSAL. VENDOR is responsible for all overhead costs and expenses (including but not limited to costs of employing service providers, maintaining vehicles, insurance, building costs, etc.) associated with the services contemplated herein. The DISTRICT is not responsible for reimbursing VENDOR for such costs in any circumstance, including circumstances wherein VENDOR's services are suspended, reduced, or terminated.

The VENDOR will ensure that all individuals who provide services under this PROPOSAL meet the standards of the appropriate governing bodies, such as the New York State Department of Motor Vehicles and the New York State Education Department. The VENDOR shall be solely responsible for securing appropriate insurance for its employees, including but not limited to FICA, Workers' Compensation, Disability Insurance, etc. As

between the VENDOR and the District, the VENDOR shall assume responsibility for all employment related costs of its employees, including the cost of driver abstracts, licensure, etc. The VENDOR shall be solely responsible for the acts or omissions of its employees.

Further, the VENDOR shall be absolutely prohibited from subcontracting of any part or the work or services under this PROPOSAL.

The DISTRICT is purchasing the use of vehicles and drivers for the times specified herein. As such, the DISTRICT reserves the right to use these contracted vehicles for any DISTRICT student transportation needs that may arise, in a manner that is most beneficial for the students and the DISTRICT.

The VENDOR shall submit to the SUPERINTENDENT complete data and the necessary background information for each employee to be utilized in satisfying the terms and conditions of this PROPOSAL.

The VENDOR shall be responsible for initial employment investigation and inquiries to determine whether or not an individual is qualified as a bus driver. As between the VENDOR and the DISTRICT, the VENDOR must make the following investigation and inquiries with respect to each bus driver it employs:

- A. An inquiry into the driver's driving record during the preceding three (3) years to the appropriate agency of every state in which the driver held a motor vehicle operator's license or permit during those three (3) years. The inquiry to state agencies shall be made in the form and manner those agencies prescribe. A copy of the response by each state agency, showing the driver's driving record or certifying that no driving record exists for that driver, will be retained in the VENDOR'S file as part of the information and such fee will be paid by the VENDOR. The Vehicle and Traffic Law provides that the Department of Motor Vehicles shall charge a fee for each abstract, except that no fee is charged for an abstract of operating record obtained by a school district or other governmental agency.
- B. An investigation of the driver's employment record during the preceding three (3) years.
- C. The VENDOR will also comply with the provisions of the Department of Motor Vehicles, Commissioner's Regulations – New York State Education Law, and other laws and legal opinions relating to education.

All drivers employed by a VENDOR are subject to approval by the SUPERINTENDENT in accordance with New York State Education Law and must have had an annual physical examination at the expense of the VENDOR, using forms provided by the DISTRICT. A list of regular drivers and substitutes must be placed on file with the SUPERINTENDENT three (3) days before school opens in September. The SUPERINTENDENT has the right to reject any driver for reasonable and proper cause.

No driver shall operate a school bus prior to written approval of the SUPERINTENDENT. When a new driver is employed, the DISTRICT shall be notified in writing within fourteen (14) days of his/her employment and a physical examination shall be filed with the DISTRICT fourteen (14) days prior to employment.

All drivers must:

- A. Be at least 21 years of age and be of good moral character and thoroughly reliable.
- B. Qualify under Article 19-A of the Vehicle and Traffic Law – Part 6 of the Department of Motor Vehicles' Commissioner's Regulations – New York State Education Law, Regulations and Decisions of the Commissioner of Education, and other laws and legal opinions relating to education.

All drivers must obey rules regarding discharge and pick up of students. Drivers are required to instruct students to cross at least fifteen (15) feet in front of buses. Drivers must keep their buses halted and lights flashing until all students have safely reached the opposite side of the highway or street.

All school bus drivers are prohibited from smoking on a school bus at any time, to protect student health and promote safety. All school bus drivers are prohibited from smoking on school property. Drivers shall not permit students to smoke on the bus.

Neither the VENDOR nor any bus driver is permitted to terminate a student's privilege to ride a bus. This decision rests with the Principal of the school in which the student is enrolled. It is the VENDOR'S and the bus driver's responsibility to report all infractions of rules established for the safe conduct of the students on buses to the Principal of the school in which the student is enrolled.

Drivers shall enforce all rules and regulations of safety and shall maintain discipline on the bus. If, in the judgment of the Transportation Supervisor, a driver is unable to maintain acceptable standards of discipline and safety, the VENDOR must assign another driver or provide an assistant at no extra charge to the DISTRICT.

Drivers shall arrive at the VENDOR'S bus storage area fifteen (15) minutes before their scheduled departure time and shall conduct a walk-around inspection of their vehicle prior to starting their AM or PM routes. This inspection shall include, but not be limited to, the following: lights, tires, cleanliness of mirrors and reflectors. Vehicles not in compliance with legal or contractual requirements shall not be used until the condition is corrected.

All drivers must be neat, clean and courteous when engaged in the fulfillment of this PROPOSAL.

A minimum of two (2) days of on route training shall be given to each new driver before assignment. School bus safety practices shall be included in the training.

The VENDOR shall require that each driver make a trial run with assigned vehicle of assigned routes within ten (10) days prior to the opening day of school in September. Errors or changes

required in the route/schedule shall be brought to the attention of the Transportation Supervisor by the VENDOR. All corrections must be completed prior to the opening day of school in September.

Each driver shall complete and return to the Transportation Supervisor monthly the form entitled "Report to Board of Education on Passing of School Buses." The form will include violations as well as other incident reports.

Drivers will be responsible for submitting reports pertaining to but not limited to the following: discipline, number of students on buses, mileage of routes or anything else required by the Transportation Supervisor.

The VENDOR shall exclude any driver from driving any buses that are a part of this PROPOSAL if in the opinion of the SUPERINTENDENT the driver is not performing to the Superintendent's satisfaction. The request for exclusion shall be in writing and be effective immediately once received by the VENDOR.

10. VIDEO SURVEILLANCE CAMERAS: The VENDOR shall install and maintain digital video surveillance systems with four (4) cameras on each bus used to provide services under this PROPOSAL. Below each video surveillance camera, the VENDOR will post and maintain a clear warning sign to passengers that reads: "VIDEO SURVEILLANCE CAMERA AND SOUND RECORDING IN USE." All video surveillance and sound records shall be the sole property of the DISTRICT. The VENDOR shall, on behalf of the DISTRICT, secure and retain physical possession of the video surveillance and sound records for a period of up to two (2) weeks. If after this period the DISTRICT does not ask the VENDOR to provide the DISTRICT with the video surveillance and sound records, the VENDOR shall record over the video surveillance and sound records. The DISTRICT also requires that each bus have operating digital cameras and GPS equipment. All vehicles are required to have GPS with a Parent tracking App that would work with the districts routing system.

The VENDOR shall also make available software for viewing, playback and event searching by DISTRICT personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the DISTRICT.

The DISTRICT also requires that each bus have operating digital cameras.

11. ACCESS TO EMPLOYEES: The VENDOR agrees to provide the DISTRICT with reasonable access to the VENDOR'S employees providing services to the DISTRICT. Upon the request of the DISTRICT, the VENDOR shall permanently remove any employee from his/her assignment to provide services to the DISTRICT. The DISTRICT reserves the right to require a change in driver/monitor route assignment should circumstances warrant, due to the fact that the actions and conduct of bus drivers or attendants reflect upon the DISTRICT as a whole. The SUPERINTENDENT shall have the final authority in these matters.

12. CONFIDENTIALITY OF STUDENT EDUCATION RECORDS AND OTHER RECORDS: The VENDOR, its employees and agents shall comply with the Family Educational Rights and Privacy Act, the regulations of the U.S. Department of Education, Education Law Section 2-d, and 8 NYCRR Part 121.

13. INSURANCE: The VENDOR shall at all times carry insurance as follows:

Property Damage:	\$ 1,000,000.00
Public Liability per Accident:	\$ 1,000,000.00
Blanket Umbrella Limit:	\$10,000,000.00
Auto Liability:	\$ 1,000,000.00

Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, VENDOR hereby agrees to effectuate the naming of the District as an unrestricted additional insured on VENDOR's insurance policies, with the exception of workers' compensation. VENDOR shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by District in its discretion, to cover potential claims arising out of the performance of this agreement.

The policy naming the District as an additional insured shall:

- (i) Be an insurance policy from an A.M. Best rated "secure" or better, New York State admitted insurer.
- (ii) State that VENDOR's coverage shall be primary coverage for the District, its Board, employees and volunteers.
- (iii) The District shall be listed as an additional insured by using endorsement CG 2026 or equivalent.
- (iv) The certificate of insurance must describe the specific Services provided by VENDOR that are covered by the commercial general liability policy and by the umbrella policy. Such general liability insurance should contain coverage in the amount of at least \$1,000,000 for sexual molestation or misconduct or shall contain a specific endorsement for sexual molestation and misconduct.
- (v) At the District's request, VENDOR shall provide a copy of the declaration page of the liability and umbrella policies with a list of endorsements and forms. If so requested, VENDOR will provide a copy of the policy endorsements and forms.
- (vi) VENDOR agrees to indemnify the District for any applicable deductibles and self-insured retentions.

14. CHANGE IN THE DISTRICT'S SERVICE NEEDS: The DISTRICT reserves the right to eliminate complete routes and reduce the price by a sum equal to the price submitted by the VENDOR. Said route(s) may be re-submitted in a modified form, consolidated into parts of other trips and routes or discontinued completely. During the term of the contract, the DISTRICT may increase or decrease the use of vehicles as needed to meet the demands of the DISTRICT. Charges from the VENDOR will be based upon the actual vehicle usage.

15. PAYMENT FOR SERVICES: The DISTRICT shall render monthly payments to the VENDOR.

Billing must be received at the business office by the tenth day of the month showing services performed the previous month. Payment shall be made within thirty (30) days of its receipt of the invoice.

Invoice shall include at a minimum the following information for the month being invoiced:

- A. Days of service provided
- B. Bus numbers and routes by day
- C. Ridership by route by day
- D. Actual miles traveled by route by day
- E. Additional information may be required to appear on invoices as requested by the Transportation Supervisor

16. DISPUTE RESOLUTION: In the event that either party to this PROPOSAL has a dispute relating to this PROPOSAL, it shall provide a written notice to the other party. The parties will make a good faith effort to meet and resolve their differences before seeking any other remedy in law or equity.

17. ADDITIONAL ITEMS:

- A. No payment shall be made for buses that do not operate.
- B. The VENDOR shall employ individuals to serve in the following positions, and provide the School District a list of the individuals' names and contact information:
 - ☐ Terminal Manager. The terminal manager will ensure that the transportation service meets the daily needs of students and will respond to school directions and parent communications. Promotes the importance and safety benefits of building positive relationships between students, parents, school and transportation personnel. The manager shall also meet with district personnel as requested. Said supervisor shall also be responsible compliance issues, and reports required by the school district. The District shall have the right to require VENDOR to replace any terminal manager who does not have the qualifications to perform the job duties, or who is otherwise not reasonably acceptable to the District.
 - ☐ Student safety Coordinator. The student safety coordinator shall monitor incident reports and review videos to proactivity resolve student management issues. Assist drivers and monitor to clarify specific problems and trends. Works with drivers and monitors to file discipline reports to building principals and District personnel, to ensure compliance with all regulations, including safety and confidentiality. The District shall have the right to require VENDOR to replace any student safety

coordinator who does not have the qualifications to perform the job duties, or who is otherwise not reasonably acceptable to the District.

- ☐ Route Coordinator. Shall maintain bus routes and student data in the Transfinder routing program. Route all in and out of district bus routes. Work with school district personnel to implement individual route and schedule changes in a timely manner. Respond to parent and student transportation questions. Advise school personnel, principals, secretaries, parent and drivers of route and schedule changes. Maintain proper records, monitor, analyze, update and ensure accuracy of routes student ridership and efficiency of routes. The District shall have the right to require VENDOR to replace any route coordinator who does not have the qualifications to perform the job duties, or who is otherwise not reasonably acceptable to the District.
 - ☐ Dispatcher. The dispatcher(s) function shall exist within the terminal with said position staffed during all times that regularly scheduled runs are operating. The person serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems. Dispatcher (s) will maintain contact with the district until the last student is dropped off. The contractor shall provide the District with emergency contact information for issues arising from after hour runs, and on weekends. A contractor representative must be accessible when the district runs are scheduled to operate. The District shall have the right to require VENDOR to replace any dispatcher who does not have the qualifications to perform the job duties, or who is otherwise not reasonably acceptable to the District.
 - ☐ Safety Supervisor. A Safety supervisor shall be provided by the awarded contractor. Said supervisor shall be 19A Certified Examiner and a SED approved SBDI. This supervisor's responsibilities will include but not limited to driver training, qualifications, drug testing, compliance, daily oversight to insure adherences to established practices and safety regulations, on the road driver performances and related functions. The safety supervisor shall also respond to all accidents involving RCSD vehicles transporting students, and filing all necessary reports. The District shall have the right to require VENDOR to replace any safety supervisor who does not have the qualifications to perform the job duties, or who is otherwise not reasonably acceptable to the District.
- C. The VENDOR will conduct one (1) safety meeting each month of the school year and notify the Transportation Supervisor of the date, time and place. These meetings may vary in length, but must meet the time required by law and regulations.

When car seats and student safety harnesses are needed for specific DISTRICT students, they shall be provided by the VENDOR at the VENDOR's expense.

The VENDOR shall agree to adhere to the safety directives as issued from time to time by the SUPERINTENDENT. For example, the VENDOR shall direct all employees to use the vehicle headlights whenever students are being carried (this program is titled "Lights On For Safety").

- D.** The VENDOR shall be responsible for ID's and training of all VENDOR staff.
- E.** The VENDOR shall provide a dedicated staff member at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said staff member will maintain contact with the DISTRICT until the last student is off the last bus and the staff member notifies the DISTRICT that all of the students have been delivered to the designated drop-off point.

Additionally, due to the service demands in the DISTRICT, supplemental trained telephone staff must be available during the first four (4) weeks of school to handle parental inquiries.

The VENDOR must provide a private telephone number to allow the DISTRICT immediate, direct access to the Terminal. The VENDOR is required to provide a fax machine in the terminal and provide said number to the DISTRICT. The VENDOR is required to have access to internet communications throughout school days. The VENDOR shall supply an email address to the DISTRICT.

- F.** It shall be the responsibility of the VENDOR to provide adequate repair and maintenance facilities used in the performance of this PROPOSAL within the City of Utica, or surrounding area, subject to the approval of the DISTRICT.

The VENDOR will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet, and to provide management and dispatch services. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included. If the proposed site(s) are not currently under the control of the VENDOR (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted.

- G.** The VENDOR guarantees that it will be able to accommodate a variety of changes over the life of the contract and provide additional vehicles as "adds," reduce vehicles as "deletes" or modify daily usage schedules, as needed according to the prices awarded in the proposal. The DISTRICT may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The DISTRICT reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses, or length of operating day, and/or the number of days requiring transportation under this contract. The amount of compensation to be paid to the VENDOR for any extra work as so ordered shall be determined by the applicable prices, set forth in the PROPOSAL. The DISTRICT shall not be liable for any extra work or increased compensation unless authorized, in advance, by the DISTRICT'S written order.

- H.** All office staff, drivers, monitors provided by the **VENDOR** pursuant to the **PROPOSAL** shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent the **VENDOR** and the **DISTRICT** in a positive way.
- I.** Under no circumstances shall a driver refuse to pick up or discharge a student at an established school bus stop, unless authorized in advance by the **DISTRICT**, nor shall a driver remove a student from a bus providing services hereunder before reaching the student's intended destination, except in the case of an emergency.
- J.** A system must be designed and in place to ensure that no students remain on the bus at the end of each run.
- K.** School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed in accordance with all local, state and/or federal laws, rules or regulations. The **DISTRICT**, through the **SUPERINTENDENT**, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside and at no time are students to be transported off the public highways, except in compliance with **DISTRICT** policies or at the direction of the **DISTRICT'S** Transportation Supervisor.
- L.** **Emergency Closings:** The **VENDOR** will be required to consult with the **SUPERINTENDENT**, or her/his designee, during times of emergencies or inclement weather, about road conditions and the potential of delaying or closing school. The **VENDOR** 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**. There shall be no additional charge for delay of openings or early closings of schools.
- M.** **Service Complaints:** The **DISTRICT** maintains a service complaint log system with complaints recorded daily. Weekly reports of the complaints are provided to the **VENDOR** and the **VENDOR** is required to respond to these complaints weekly. Problems deemed serious by the **DISTRICT** will be communicated daily by phone or email for immediate attention. **VENDOR** personnel shall be available to meet with parents, school administrators, and students to resolve problems.
- N.** **Accidents:** The **VENDOR** will follow all practices that have been established in the **DISTRICT** for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, the **VENDOR** must immediately notify the **SUPERINTENDENT**, the State Department of Transportation, the Motor Vehicles Department, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate State agencies and copies forwarded to the **DISTRICT'S** Transportation Supervisor. The **DISTRICT** reserves the right to

participate actively in any accident review of a vehicle in which its students are being transported.

- O. Non-Performance Damages:** The DISTRICT and the VENDOR agree that the DISTRICT may, in its discretion, assess non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. It is not the DISTRICT’S intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the DISTRICT will attempt to provide notice to the VENDOR to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty. Notice need not be provided for repeat occurrences.
- P.** The VENDOR or authorized supervisor directly responsible for the enforcement of the conditions of this PROPOSAL shall be available on call between the hours of 6:30 AM and 5:30 PM every day school is in session and at any other time students are being transported.
- Q.** The VENDOR shall agree to furnish buses and drivers for emergency drills for all students registered within the DISTRICT as required by New York State Law or Regulations of the Commissioner of Education of New York State at no additional charge to the DISTRICT. Ten (10) days notice, in writing, shall be given prior to each “Drill Day.”
- R.** The VENDOR agrees that bus service shall begin in September and end in June as determined by the official public and nonpublic school calendars. The VENDOR agrees to provide transportation beyond that usually necessary during the first and last weeks of the school year, during Regents week and in emergency situations. This service shall be supplied at no extra cost to the DISTRICT.
- S.** The VENDOR should be aware that Section 305, subdivision 14 of the New York State Education Law provides that district transportation contracts are generally subject to approval by the Commissioner of Education who may disapprove the same should he/she deem such to be in the best interest of the DISTRICT.
- T. Bus Safety Drills** These drills are required on school buses required by Section 3623 of the Education Law. The VENDOR shall conduct a minimum of three (3) such drills on each school bus during the school year, the first to be conducted during the first seven (7) days of school, the second between November 1 and December 31 and the third between March 1 and April 30. The drills shall be in compliance with the School District’s “School Bus Safety Drills” policy attached hereto as **Attachment #3**, and shall be conducted at no charge to the DISTRICT. VENDOR shall provide the DISTRICT with the certificate of completion within seven (7) days of the drill. No drills shall be conducted when buses are on routes.
- U. Care and Custody of Students** Courts have held school bus drivers to be legally responsible for the “care and custody” of students on their buses. School employees who have physical custody of students are essentially taking the place

of parents. “Custodial responsibility” means bus drivers, monitors and attendants are responsible to check for children left on their buses and should never change a bus stop or drop a child at a different stop without authorization. In addition, bus drivers should be cautious about discharging children unless a responsible party is present to accept the child. Young children should not be released to a stranger. Children should not be forced off the bus if they say they shouldn’t get off at a stop.

- V. Physical Force Used Upon Students 8 NYCRR 19.5.** “Prohibition of corporal punishment.” The Rules of the Board of Regents prohibit any agent of a school district in New York State from using corporal punishment against a student. As used in this section, corporal punishment means any act of physical force upon a student for the purpose of punishing that student. However, in situations in which alternate procedures and methods not involving the use of physical force cannot reasonably be employed, this section does not prohibit the use of reasonable physical force for the following purposes:

- (1) To protect oneself from physical injury;
- (2) To protect another student or teacher or any person from physical injury;
or
- (3) To restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if the student has refused to comply with a request to refrain from further disruptive acts.

When providing services under this contract, the VENDOR and its employees shall comply with the Rules of the Board of Regents, the Regulations of the Commissioner of Education, and any applicable policies and procedures of the DISTRICT concerning the use of physical force.

- W.** Changes in law shall take precedence over terms included in this PROPOSAL.
- X.** A pre-Proposal conference will be held. Attendance of VENDORS is encouraged. The date, time and place of this conference will be made available to all VENDORS of note.

An interview with the BOARD, or by one or more individuals or a committee designated by the BOARD, will be conducted after the opening and evaluation of all PROPOSALS. VENDORS selected to take part in an interview will be notified. This interview is a requirement for award of a PROPOSAL. This interview will be composed of a VENDOR presentation and question and answer period between the BOARD or its designee(s) and the VENDOR.

18. HOLD HARMLESS:

The VENDOR hereby agrees to defend, indemnify and save harmless the District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense including attorney's fees, to the extent permissible by law, arising out of the services provided for the District under the contract, including but not limited to the transportation of individuals by the VENDOR, its officers, employees and agents.

19. TERMINATION:

This contract may be terminated before the end of its term as provided herein, or by mutual written agreement of both parties. The District also reserves the right to terminate this contract, or any part of this contract, with or without cause, upon ninety (90) days written notice to VENDOR. If this contract is terminated by the District, the District will be responsible for paying VENDOR for services performed by VENDOR to the District under this contract, up until the effective date of such termination.

20. BUDGETARY FUNDING:

It is understood by and between the parties hereto that this contract shall be deemed executory only to the extent of the monies appropriated by the Board, and available for the purpose of this contract and no liability on account thereof shall be incurred beyond monies appropriated and available for the purpose itself.

For any year beyond the initial proposal year, this proposal is contingent upon the appropriation of sufficient funds.

21. PRICES FOR SECOND AND THIRD YEAR OF CONTRACT (ESCALATOR CLAUSE)

- A. Unless otherwise stated, the prices set forth in this PROPOSAL are for the first year of the contract (from JULY 1, 2024 through AUGUST 31, 2024).
- B. For the second year of the contract (from JULY 1, 2025 through AUGUST 31, 2025), the prices for the first year of the contract may be adjusted as agreed to by the parties in writing, but no adjustment may exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, for the 12-month period ending on May 31, 2025.
- C. For the third year of the contract (from JULY 1, 2026 through AUGUST 31, 2026), the prices for the first year of the contract may be adjusted as agreed to by the parties in writing, but no adjustment may exceed the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, for the 12-month period ending on May 31, 2026.

22. ADD/DELETE CLAUSE

Whenever the bus requirement is increased or decreased or whenever the District changes its policy

in regard to those who may be provided transportation, the VENDOR shall provide additional buses and/or seating space for additional children as required. These additional buses and/or seating spaces shall be furnished at the same price per bus per year as the base price per bus, pro-rated for the unexpired days in the school year. The school year is assumed to consist of 180 days for the purpose of this computation between September 1 and June 30.

Likewise, opening or closing of a school building, a change in the District policy or any other reason may increase or decrease the number of buses used in the contract. The District will pay for only those days for which transportation was supplied. The official school calendar of the school to which transportation is furnished will be used to determine the necessary days of service and/or the adding on or discontinuing of a pupil (or pupils) for service. The official school calendar is subject to change at the District's discretion. All service shall begin in July and end in June as determined by the official school calendar of the school to which bus service is supplied.

23. FORCE MAJEURE

Except for payment obligations for services actually rendered hereunder, neither the District nor VENDOR shall be liable for any failure or delay in or termination of its performance due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). The District shall have the right to terminate the agreement with the VENDOR immediately upon written notice of any Force Majeure event, and shall not be liable for payment under such agreement upon termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic.

24. STANDARD CONTRACT

By submission of its Proposal, VENDOR accepts all terms in the District's standard contract template language (Attachment #1 - SUMMER SCHOOL TRANSPORTATION SERVICES AGREEMENT).

25. PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

Every person, firm, or corporation offering to make, or pay, or give, by rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the

procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seem to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

26. PROPOSER'S REPRESENTATIONS

Each vendor by making its proposal represents that:

VENDOR has read and understands the Specification documents and its proposal is made in accordance therewith. VENDOR'S price proposal is based upon personnel, vehicles and bus runs described in the Request for Proposals and in accordance with all specifications, terms and conditions thereof.

27. PUPIL TRANSPORTATION FOR MCKINNEY VENTO HOMELESS AND PUPIL TRANSPORTATION FOR STUDENTS IN FOSTER CARE

This program provides support to ensure that homeless children and youth have equal access to the same free, appropriate, public education; including a public preschool education, with the opportunity to meet the same challenging state content and student performance standards. The McKinney-Vento Act states that children and youth who lack "a fixed, regular, and adequate nighttime residence" will be considered homeless. McKinney-Vento eligible students have the right to receive transportation to and from the school of origin, if requested by the parent or guardian, or by the local liaison on behalf of an unaccompanied youth.

Transportation is a central component of educational stability and may be needed in order to fulfill the requirements that both LEAs and child welfare agencies ensure educational stability for children in foster care; thus, both agencies must collaborate regarding transportation if it is necessary so that a child in foster care may remain in his or her school of origin consistent with the child's best interest.

28. NON-PERFORMANCE DAMAGES

Whenever the successful Proposer fails to comply with the specifications as outlined herein in the performance of the contract, the successful Proposer shall be subject to the following liquidated damages. The following listing is illustrative in nature and should not be considered as the comprehensive set of incidents.

Service Failures	Assessment
1. Failure to ensure that drivers have a current valid state school bus operator's license while operating District routes.	\$5,000/occurrence
2. Failure to maintain sufficient number of sub drivers.	\$150/day
3. Failure to provide minimum number of in-service training hours for drivers and attendant/monitors per NYSED requirements.	\$100/ occurrence
4. Failure to maintain bus attendant/monitor as directed on routes.	\$150/incident

5. Failure to maintain maximum fleet age of 7 years.	\$500/day
6. Failure to maintain a 10% standby for school buses	\$500/day
7. Failure to maintain operational video camera system on all buses.	\$150/ occurrence
8. Failure to provide copies of video within 4 hours of request for violent incidents, and within 24 hours of request for all other incidents.	\$100/ occurrence
9. Failure to maintain radio communication system on buses.	\$100/ occurrence
10. Failure to maintain driver and vehicle information.	\$100/ occurrence
11. Failure to report late buses as required.	\$200/ incident
12. Failure to staff terminal office during required time frame.	\$100/day
13. Failure to report accidents and incidents as required.	\$150/ incident
14. Failure to operate routes on time due to driver leaving lot late, driver becoming lost, assignment of sub driver or related company error.	\$300/incident
15. Failure to provide acceptable customer service	\$150/incident
16. Failure to check bus for sleeping child resulting in student being left unattended on a school bus after route is complete.	\$5,000/ incident
17. Failure to check bus for sleeping child resulting in student remaining on the bus after other students are unloaded at the designated school and the bus leaves the school loading/unloading area but the driver never leaves the bus	\$500/ incident
18. Failure to provide safety supervisor as required.	\$200/day
19. Failure to maintain required insurance.	\$1,000/day
20. Failure to provide buses with required State License and/or valid State Inspection Certificate.	\$5,000/occurrence
21. Failure to ensure that drivers and attendants/monitors do not operate routes under the influence of alcohol or illegal drugs.	\$1,000/incident
22. Failure to ensure that drivers do not unload students early at school.	\$100/incident
23. Failure to ensure that employees are removed from District routes upon direction to do so.	\$300/ occurrence
24. Failure to ensure that drivers stop as required at Railroad Crossing and follow proper RR Regulations while transporting students.	\$5,000/occurrence
25. Failure to maintain GPS Tracking system and parent application	\$100/day
26. Failure to supply GPS Tracking reports as required	\$100/day
27. Failure of driver to follow approved routes, making unauthorized or unapproved stops	\$100/occurrence

28. Failure of driver to make proper stops, pickup or discharge students	\$200/occurrence
29. Failure of driver to correct and update routes, submit no show riders, correct route directions, etc.	\$200/occurrence
30. Failure to provide proper equipment for Supported Learning students	\$200/occurrence
31. Failure to ensure that Dispatcher Office is properly staffed	\$400/day

**TRANSPORTATION INFORMATION
AND PROPOSAL FORM
FOR
STUDENT TRANSPORTATION - SUMMER**

Proposer Information

Company: _____

Address: _____

City State Zip

Telephone: _____

Fax: _____

SUBMISSION CERTIFICATION

I hereby certify as an owner or officer of _____,
that as the proposer for services under this Specification all of the information and material
supplied to the Utica City School District as required by this Specification is complete and true. I
further understand that any information that is found to be incomplete or false or, any attempt to
mislead the District is discovered, either during the evaluation or subsequent to any award may
result in immediate termination of this contract.

Signature _____

Date _____

Name _____

Title _____

Notary Public _____

Corporate Seal

PAST PERFORMANCE QUALIFICATIONS

Each proposer shall read and certify and qualify the following questions:

1. Have you or any company you have ever been affiliated with had a contract canceled for non-performance by any school district, municipality or private company?

If yes, please list contracts _____

yes or no

2. Have you or any company you have ever been affiliated with been refused a performance bond?

If yes, please list contracts _____

yes or no

3. Have you or any company you have ever been affiliated with been rejected from submitting a bid or proposal?

If yes, please list contracts _____

yes or no

This form requires the signature of the principal owner/partner submitting the proposal as attestation to the above statements.

Date _____

Signature _____

Title _____

PRICE PROPOSAL FOR CONTRACT AWARD
(SUMMER TRANSPORTATION)
ATTACHMENT #1

Attached for reference in estimating the School District's transportation needs is **Attachment #2** – "Program Sites, 2022-20 Bus Routes, and School District Approval of Drivers". This attachment should be used as an approximation only, and may not accurately represent the School District's actual transportation needs during the contract term.

Pricing for the contract is proposed as follows:

1. Trip Cost Per Day Per Bus, 2024 \$ _____

Trip Cost Per Day Per Bus Outside Utica, 2024 \$ _____

Trip Cost Per Day Per 7 Position
Wheelchair Bus, 2024 \$ _____

Total, 2024 \$ _____
2. BOCES Occupational Education Transportation:

Price per trip \$ _____
3. Supported Learning Runs:

Price per run \$ _____
Wheelchair bus rate \$ _____
4. Mid-Day Runs Not Part of Home-to-School:

Price per run \$ _____
5. On-Demand Bus Monitors/ Aides:

Hourly rate – first hr. \$ _____
Subsequent hours \$ _____
6. On-Demand Bus Drivers:

Hourly rate \$ _____
7. Shuttle Run:

Price per run \$ _____

8. Rental Drivers:

Hourly rate \$_____

9. BOCES Occupational Education Transportation: Each day when BOCES' programs are in session, the VENDOR shall transport students to and from BOCES Occupational Education programs as needed. The cost per trip shall be \$_____.

Vehicles to be Used

MANUFACTURER	BODY	YEAR	PASSENGER CAPACITY

Please explain in detail any value added features included in your summer transportation proposal:

Terminal Manager:_____

Phone Number:_____

Email:_____

Hours Available:_____

**PROPOSAL CERTIFICATION FOR CONTRACT AWARD (SUMMER
TRANSPORTATION)**

The undersigned has carefully examined the Request for Proposals for the proposed Transportation Service, fully understands all documents are part of this proposal, and hereby offers to furnish said services described in the specifications at the prices quoted herein.

I certify that I am authorized to sign this proposal, and when accepted by the Utica City School District and the Board of Education, it will become a binding contract.

I fully understand that the number of children to be transported under this contract may vary significantly at different times of the year. The Board of Education does not guarantee any specific number of children to be transported under this contract.

Signature by Authorized Official

Date

Print Name and Title

DISCLOSURE STATEMENT

PERSON

Full Name _____

Business Address _____

_____ **Telephone** _____

PARTNERSHIPS

Names of Each Partner

Assumed Name _____

Where Assumed Name Certificate Was Filed _____

Business Address _____

_____ **Telephone** _____

TRUST

Name of Trust

Principal of Trust _____

Business Address _____

_____ **Telephone** _____

ASSOCIATION

Name of Association _____

Name of Each Principal of Association _____

Name and Address _____

Address of Association _____ **Telephone** _____

CORPORATION

Name of Corporation

Foreign Corporation (i.e., incorporated outside New York State)

Yes _____ No _____

Domestic Corporation

Yes _____ No _____

If foreign, State of Incorporation _____

Business Address _____

Officers of Corporation

President _____

Vice President _____

Treasurer _____

Secretary _____

List Others, if any _____

**List of Directors Names and
Addresses** _____

Name of Stockholders in privately owned and operated corporation

Name	Address	Number of Shares
-------------	----------------	-------------------------

_____	_____	_____
_____	_____	_____
_____	_____	_____

Total Number of Shares issued by aforementioned corporation. _____

PROFESSIONAL REFERENCES

(Inclusion of written letters of recommendation from References is encouraged)

REFERENCE #1 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #2 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #3 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

NON-COLLUSION CERTIFICATION

- A) These prices 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 competitor;
- B) Unless otherwise required by law, the prices which have been proposed have not been knowingly disclosed and will not knowingly be disclosed prior to opening, directly, or indirectly, to any other competitor; and
- C) No attempt has been made or will be made by the respondent to induce any other person, partnership or corporation to submit or not to submit a quote for the purpose of restricting competition. I hereby affirm under the penalties of perjury that the foregoing statement is true. I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

PROPOSAL SIGNATURE

The undersigned hereby declares that he/she is the only person interested in this proposal, that the proposal is in all respects fair and without collusion or fraud, and that no member of the Board of Education or other officer of the Utica City School District, or any person in the employ of the same, is directly or indirectly interested in this quote, or in the supplies or work to which it relates or in any portion of the profits thereof.

The undersigned also declares that he/she carefully examined the form of the contract and specifications and the route information therein referred to on file in the District Office and will provide all necessary vehicles and equipment and do all the work called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications and quotes set forth above, and all other materials submitted in connection with this proposal, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures or affirmations set forth therein are true and accurate.

Entity Making Proposal _____

SIGN HERE

Signature of Authorized Agent _____

Entity's Address _____

Print Name and Title of Authorized Person

Dated _____

Telephone # _____

Fax # _____

E-mail Address _____

ATTACHMENT #1

STANDARD CONTRACT – SUMMER SCHOOL TRANSPORTATION SERVICES AGREEMENT

1. **PARTIES AND TERM:** This Agreement for the transportation of students attending summer school is made by and between the Utica City School District (hereinafter the “School District”) and _____(hereinafter “Contractor”), and its term shall extend through and include August 31, 2026.
2. **TRANSPORTATION TO AND FROM SCHOOL AND RELATED ACTIVITIES:** Contractor shall transport the School District’s student to and from school, school activities and BOCES programs in accordance with the School District’s calendar and the School District’s activity schedule.

Although routing demands and needs can change each year, Contractor is required to provide a sufficient number of vehicles to meet the demands, plus spare vehicles.

Contractor and the School District shall meet prior to the beginning of each summer to determine the allowable route mileage. Periodic meetings may occur throughout the program to evaluate any route changes.

Route scheduling will be performed by Contractor, utilizing the School District’s Transfinder routing software. Any changes (new students, addresses, etc.) must be effective the next business day.

The School District reserves the right to make changes to any proposed routes, and reserves to itself the right of approval on all routes. All routes shall be designed consistent with Board Policy, and shall be designed to maximize efficiency and minimize costs to the School District.

Both parties to this Agreement agree to cooperate in revising the routes and trips to improve service, operating efficiencies or economy. No changes in regular routes or sets of routes may be made without prior approval by the School District or its authorized representative.

All school bus schedules and designated routes must be closely followed at all times. Starting times for each established route must be followed closely. Contractor shall make provisions so that the driver of each vehicle while driving the same bus has available to him/her a watch or clock set at radio time accuracy each morning so that all pick-ups are never earlier than scheduled as indicated in the route records of Contractor and transportation supervisor. Changes in starting or pick-up times must be approved in advance and in writing by the Transportation Supervisor.

Contractor must adhere to routes and trips as designated by the Transportation Supervisor. Contractor shall not combine or split up routes or trips without the written permission of the Transportation Supervisor. In the event Contractor does combine or split up routes without such

permission, it shall forfeit a prorated amount of said contract for each day that it does so, and may be subject to the cancellation of the contract.

No student is permitted to leave the bus except at the regular designated point of discharge. Written permission by parents for the discharge of students at any other point than designated in the bus schedule will not be honored without additional written approval from the Principal of the school in which the student is enrolled.

A card describing the bus route(s) in detail shall be posted in each bus. It must be readable from the driver's seat and be protected from weather and wear. Students may examine the posted route schedule, provided they do so without obstructing loading and unloading procedures or violate safety regulations.

The route numbers shall be designated by the School District. All vehicles will display in their side window adjacent to the door the route number on a sign acceptable to the Transportation Supervisor in numbers/letters at least six (6) inches high and one (1) inch thick. The numbers/letters shall be readable both from inside and outside of the vehicle. The sign and hardware shall be free of sharp edges and shall be constructed so that they are easily changeable by the driver. The signs shall be changed by the driver in accordance with the route being serviced.

3. **MISSED BUS RUNS:** Upon the request of the School District, Contractor shall provide up to two (2) AM and two (2) PM one-(1) way bus runs annually, for a student or students who missed a bus run. There shall be no additional charge to the School District for these missed bus runs.
4. **BUS ROUTES:** Contractor shall confer with the School District to develop bus routes. The School District shall approve, modify or reject the bus routes. Contractor will assist in updating route information, operating times, ridership audits, and any other additional information deemed necessary by the School District. Contractor shall assist the School District by supplying any program data or statistics required to complete any State mandated financial or operating reports.

Both parties to this contract agree to cooperate revising the routes and trips to improve service, operating efficiencies or economy. No changes in regular routes or sets of routes may be made without prior approval by the School District or its authorized representative.

5. **SCHOOL BUS OWNERSHIP AND MAINTENANCE:** Contractor shall use school buses owned by Contractor to provide the DISTRICT with the services described in this Agreement. Contractor shall be solely responsible for the maintenance, repair and replacement of its vehicles. Contractor will ensure that its school buses meet the standards of appropriate governing bodies, such as the New York State Department of Motor Vehicles and the New York State Education Department.

It shall be the responsibility of Contractor to provide a sufficient number of school buses, with sufficient capacities to adequately meet the needs of the School District. All vehicles will have valid New York Department of Transportation operating certificates and be maintained in safe

and suitable condition for operation. It is the responsibility of Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Agreement.

6. **FUEL PURCHASE, STORAGE AND MONITORING:** Contractor will provide the fuel. In addition, 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 Contractor.
7. **INDEPENDENT CONTRACTORS: CONTRACTOR AS EMPLOYER OF BUS DRIVERS:** Contractor shall be responsible for employing all individuals who provide services under this Agreement. Contractor will ensure that all individuals who provide services under this Agreement meet the standards of the appropriate governing bodies, such as the New York State Department of Motor Vehicles and the New York State Education Department. Contractor shall be solely responsible for securing appropriate insurance for its employees, including but not limited to FICA, Workers' Compensation, Disability Insurance, etc. As between Contractor and the District, Contractor shall assume responsibility for all employment related costs of its employees, including the cost of driver abstracts, licensure, etc. Contractor shall be solely responsible for the acts or omissions of its employees.

Further, Contractor shall be absolutely prohibited from subcontracting of any part or the work or services under this Agreement.

The School District is purchasing the use of vehicles and drivers for the times specified herein. As such, the School District reserves the right to use these contracted vehicles for any School District student transportation needs that may arise, in a manner that is most beneficial for the students and the School District.

Contractor shall submit to the Superintendent complete data and the necessary background information for each employee to be utilized in satisfying the terms and conditions of this Agreement.

Contractor shall be responsible for initial employment investigation and inquiries to determine whether or not an individual is qualified as a bus driver. As between Contractor and the School District, Contractor must make the following investigation and inquiries with respect to each bus driver it employs:

- A. An inquiry into the driver's driving record during the preceding three (3) years to the appropriate agency of every state in which the driver held a motor vehicle operator's license or permit during those three (3) years. The inquiry to state agencies shall be made in the form and manner those agencies prescribe. A copy of the response by each state agency, showing the driver's driving record or certifying that no driving record exists for that driver, will be retained in Contractor's file as part of the information and such fee will be paid by Contractor. The Vehicle and Traffic Law provides that the Department of Motor Vehicles shall charge a fee for each abstract, except that no fee is charged for an abstract of operating record obtained by a school district or other governmental agency.
- B. An investigation of the driver's employment record during the preceding three (3) years.

- C. Contractor will also comply with the provisions of the Department of Motor Vehicles, Commissioner's Regulations, New York State Education Law, and other laws and legal opinions relating to transportation of students, including but not limited to the safety requirements contained in 8 N.Y.C.R.R. § 156.3. Contractor must only purchase or lease zero-emission school buses when purchasing or leasing new school buses to the extent required by Education Law Section 3638 and other applicable law.

All drivers employed by Contractor are subject to approval by the Superintendent in accordance with New York State Education Law and must have had an annual physical examination at the expense of Contractor, using forms provided by the School District. A list of regular drivers and substitutes must be placed on file with the Superintendent three (3) days before school opens in September. The Superintendent has the right to reject any driver for reasonable and proper cause.

No driver shall operate a school bus prior to written approval of the Superintendent. When a new driver is employed, the School District shall be notified in writing within fourteen (14) days of his/her employment and a physical examination shall be filed with the School District fourteen (14) days prior to employment.

All drivers must:

- i. Be at least 21 years of age and be of good moral character and thoroughly reliable.
- ii. Qualify under Article 19-A of the Vehicle and Traffic Law – Part 6 of the Department of Motor Vehicles' Commissioner's Regulations-New York State Education Law, Regulations and Decisions of the Commissioner of Education, and other laws and legal opinions relating to education.

All drivers must obey rules regarding discharge and pick up of students. Drivers are required to instruct students to cross at least fifteen (15) feet in front of buses. Drivers must keep their buses halted and lights flashing until all students have safely reached the opposite side of the highway or street.

Vehicles must be equipped with safety belts for all passengers, including wheelchairs and Supported Learning students. These safety belts must comply with speed restrictions set forth by the State of New York; all rules and regulations of the Commissioner of Education of the State of New York, the New York State Department of Motor Vehicles and the New York State Transportation Department.

All vehicles used in transporting the students hereunder must be inspected and approved by the Department of Transportation of the State of New York.

Contractor is prohibited from transporting other passengers while transporting School District students. At no time shall the number of passengers carried be in excess of the stated passenger capacity.

All school bus drivers are prohibited from smoking on a school bus at any time, to protect student health and promote safety. All school bus drivers are prohibited from smoking on school property. Drivers shall not permit students to smoke on the bus.

Neither Contractor nor any bus driver is permitted to terminate a student's privilege to ride a bus. This decision rests with the Principal of the school in which the student is enrolled. It is Contractor's and the bus driver's responsibility to report all infractions of rules established for the safe conduct of the students on buses to the Principal of the school in which the student is enrolled.

Drivers shall enforce all rules and regulations of safety and shall maintain discipline on the bus. If, in the judgment of the Transportation Supervisor, a driver is unable to maintain acceptable standards of discipline and safety, Contractor must assign another driver or provide an assistant at no extra charge to the School District.

Drivers shall arrive at Contractor's bus storage area fifteen (15) minutes before their scheduled departure time and shall conduct a pre-trip inspection of their vehicle prior to starting their AM or PM routes. This inspection shall include, but not be limited to, the following: lights, tires, cleanliness of mirrors and reflectors. Vehicles not in compliance with legal or contractual requirements shall not be used until the condition is corrected. In addition, a post-trip inspection will be conducted upon arrival at Contractor's bus storage area at the completion of the route. This inspection shall include, but not be limited to, the following: lights, tires, cleanliness of interior, mirrors and reflectors, and verification that no passengers remain on the bus.

All drivers must be neat, clean and courteous when engaged in the fulfillment of this Agreement.

A minimum of two (2) days of on route training shall be given to each new driver before assignment. School bus safety practices shall be included in the training.

Contractor shall require that each driver make a trial run with assigned vehicle of assigned routes within ten (10) days prior to the opening day of school in July. Errors or changes required in the route/schedule shall be brought to the attention of the Transportation Supervisor by Contractor. All corrections must be completed prior to the opening day of school in July.

Each driver shall complete and return to the Transportation Supervisor monthly the form entitled "Report to Board of Education on Passing of School Buses." The form will include violations as well as other incident reports.

Drivers will be responsible for submitting reports pertaining to but not limited to the following: discipline, number of students on buses, mileage of routes or anything else required by the Transportation Supervisor.

Contractor shall exclude any driver from driving any buses that are a part of this Agreement if in the opinion of the Superintendent the driver is not performing to

the Superintendent's satisfaction. The request for exclusion shall be in writing and be effective immediately once received by Contractor.

- 8. VIDEO SURVEILLANCE CAMERAS:** Contractor shall install and maintain digital video surveillance systems with four (4) cameras on each bus used to provide services under this Agreement. Below each video surveillance camera, Contractor will post and maintain a clear warning sign to passengers that reads: "VIDEO SURVEILLANCE CAMERA AND SOUND RECORDING IN USE." All video surveillance and sound records shall be the sole property of the School District. Contractor shall, on behalf of the School District, secure and retain physical possession of the video surveillance and sound records for a period of up to two (2) weeks. If after this period the School District does not ask Contractor to provide the School District with the video surveillance and sound records, Contractor shall record over the video surveillance and sound records. The School District also requires that each bus have operating digital cameras.

Contractor shall also make available software for viewing, playback and event searching by School District personnel. All camera use and video viewing shall be consistent with the policies and procedures as established by the School District.

- 9. ACCESS TO EMPLOYEES:** Contractor agrees to provide the School District with reasonable access to Contractor's employees providing services to the School District. Upon the request of the School District, Contractor shall permanently remove any employee from his/her assignment to provide services to the School District.

The School District reserves the right to require a change in driver/monitor route assignment should circumstances warrant, due to the fact that the actions and conduct of bus drivers or attendants reflect upon the School District as a whole. The Superintendent shall have the final authority in these matters.

- 10. CONFIDENTIALITY OF STUDENT EDUCATION RECORDS AND OTHER RECORDS:** Contractor, its employees and agents shall comply with the Family Educational Rights and Privacy Act and the regulations of the U.S. Department of Education, Education Law Section 2-d, and 8 NYCRR Part 121.

- 11. INSURANCE:** Contractor shall at all times carry insurance as follows:

Property Damage:	\$ 1,000,000.00
Public Liability per Accident:	\$ 1,000,000.00
Blanket Umbrella Limit:	\$10,000,000.00
Auto Liability:	\$ 1,000,000.00

- 12. PAYMENT FOR SERVICES:** The School District shall render monthly payments to Contractor. Billing must be received at the Business Office by the tenth (10) day of the month showing services performed the previous month. Payment shall be made within thirty (30) days of its

receipt of the invoice.

Invoice shall include at a minimum the following information for the month being invoiced:

- A. Days of service provided
- B. Bus numbers and routes by day
- C. Ridership by route by day
- D. Actual miles traveled by route by day
- E. Additional information may be required to appear on invoices as requested by the Transportation Supervisor

13. Payment for transportation services under this Agreement shall be subject to the following terms and conditions:

- A. **School Transportation:** Each day, Contractor shall deploy sufficient school buses to transport students to and from school. For each Home-to-School route, the price per bus run shall be \$_____.

The excess hourly rate shall be \$_____. Such excess hourly rate shall be billed in fifteen (15) minute increments, rounded up or down.

No routes are to be doubled by Contractor.

- B. **BOCES Occupational Education Transportation:** Contractor shall transport students to and from BOCES Occupational Education programs.

The cost per trip shall be \$_____

- C. **Supported Learning Runs:**

The Supported Learning rate shall be \$_____ for each run, except that the wheelchair bus rate shall be \$_____ for each run.

- D. **Shuttle Run:** If needed, a shuttle run (between schools, one way trip, if separate from a regular route) rate shall be \$_____ for each one way run.

- E. **Estimated Mileage Total:** Each day, Contractor's total driving obligation to the School District shall be determined by the regular school routes.

- F. **Specialized runs** such as during school day routes, or late runs, that operate within thirty (30) minutes of a scheduled AM or PM run may be considered part of the scheduled length of day for the bus use, and may be charged as part of the base home-to-school times on the bus. The School District will have the ability to add this additional work onto the basic length of trip. Should this occur, the non-driving time between the end of the regular run and the beginning

of the special run will be considered "live time" for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the School District.

G. Runs that operate separately from the scheduled AM or PM routes would be based upon a one (1) hour guarantee. If the vehicle is being operated contiguous to an AM or PM run, then the School District reserves the right to add this time onto the basic length of day. Should this occur, the non-driving time between the end of the regular run and the beginning of the special run will be considered "live time" for billing purposes. A determination on the applicability of a run qualifying as a base bus cost will be made solely by the School District. Prior to the initiation of any mid-day run, the School District will notify Contractor of the time allocation and approved payment basis for the run. Mid-day runs that are not part of the AM or PM home-to-school base bus fee shall be paid at the rate of \$____.

14. BUS MONITORS, AIDES OR BUS DRIVERS: Upon the request of the School District, Contractor shall assign one (1) or more qualified bus monitor(s) or bus aide(s) to a bus run or bus runs determined by the School District. Bus monitors and bus aides shall be paid at an hourly rate of \$____/hr for the first hour when routes operate separately from A.M., mid-day, P.M., or late runs, and an hourly rate of \$____/hr for subsequent hours on contiguous runs. Additionally, the School District shall pay \$____/hr for the services of a bus driver. The School District reserves the right to assign bus monitor(s), aide(s) and/or driver(s) employed by the School District.

15. DISPUTE RESOLUTION: In the event that either party to this Agreement has a dispute relating to this Agreement, it shall provide a written notice to the other party. The parties will make a good faith effort to meet and resolve their differences before seeking any other remedy in law or equity.

16. ADDITIONAL ITEMS:

A. No payment shall be made for buses that do not operate. Contractor is responsible for all overhead costs and expenses (including but not limited to costs of employing service providers, maintaining vehicles, insurance, building costs, etc.) associated with the services contemplated herein. The School District is not responsible for reimbursing Contractor for such costs in any circumstance, including circumstances wherein Contractor's services are suspended, reduced, or terminated.

B. Contractor shall provide a Safety Supervisor.

A "Safety Supervisor" will be provided by Contractor hereunder. Said Supervisor shall be a 19A Certified Examiner, and a SED approved SBDI. This Supervisor's responsibilities will include, but not limited to, driver training, daily oversight to ensure adherence to established practices and safety regulations, on-the-road driver performance reviews, and related functions. Contractor will conduct one (1) safety meeting prior to the beginning of summer school and notify the Transportation Supervisor of the date, time and place. These meetings may vary in length, but must meet the time required by law and regulations.

Contractor shall agree to adhere to the safety directives as issued from time to time by the Superintendent. For example, Contractor shall direct all employees to use the vehicle

headlights whenever students are being carried (this program is titled "Lights On For Safety").

- C. Contractor's Terminal Manager shall work on all School District matters.

A "Terminal Manager (or similar function/title)" will be provided by Contractor hereunder for each Terminal servicing this contract. Said Supervisor(s) must have complete authority over the operation of the Contractor's buses.

- D. Contractor shall be responsible for ID's and training of all Contractor staff.

- E. Contractor shall provide a dedicated staff member at a designated telephone number to answer calls concerning daily service, inducting missed service and late pickups or drop-offs. Said staff member will maintain contact with the School District until the last student is off the last bus and the staff member notifies the School District that all of the students have been delivered to the designated drop-off point.

Additionally, due to the service demands in the School District, supplemental trained telephone staff must be available during the first two (2) weeks of summer school to handle parental inquiries.

Contractor must provide a private telephone number to allow the School District immediate, direct access to the Terminal. Contractor is required to provide a fax machine in the terminal and provide said number to the School District. Contractor is required to have access to internet communications throughout school days. Contractor shall supply an email address to the School District.

- F. It shall be the responsibility of Contractor to provide adequate repair and maintenance facilities used in the performance of this Agreement within the City of Utica, or surrounding area, subject to the approval of the School District.

Contractor will provide details on the proposed site(s) to be used to house, maintain, and operate the required bus fleet, and to provide management and dispatch services. Specific information on facility address, size of buildings and parking areas, and features of site(s) must be included. If the proposed site(s) are not currently under the control of Contractor (as demonstrated by appropriate documentation), sufficient documentation as to the option to lease or purchase the site(s) must be submitted.

- G. The School District may at any time by a written order, require the performance of such Extra Work or changes in the work as it may find necessary or desirable. The School District reserves the right to add to, delete from, or otherwise change the number of buses, style of buses, use of buses, or length of operating day, and/or the number of days requiring transportation under this Agreement. The amount of compensation to be paid to Contractor for any extra work as so ordered shall be determined by the applicable prices, set forth in the Agreement. The School District shall not be liable for any extra work or increased compensation unless authorized, in advance, by the School District's written order. Additional pick-ups or drop-offs may be necessary as part of the base route.

- H. All office staff, drivers, monitors provided by Contractor pursuant to the Agreement shall be properly dressed. These same employees shall be expected to maintain a positive attitude about their work, and shall endeavor to represent Contractor and the School District in a positive way.
- I. Under no circumstances shall a driver refuse to pick up or discharge a student at an established school bus stop, unless authorized in advance by the School District, nor shall a driver remove a student from a bus providing services hereunder before reaching the student's intended destination, except in the case of an emergency.
- J. A system must be designed and in place to ensure that no students remain on the bus at the end of each run.
- K. School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed in accordance with all local, state and/or federal laws, rules or regulations. The School District, through the Superintendent, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school. All students are to enter and leave vehicles at the curb or roadside and at no time are students to be transported off the public highways, except in compliance with School District policies or at the direction of the School District's Transportation Supervisor.
- L. Emergency Closings: Contractor will be required to consult with the Superintendent or her/his designee, during times of emergencies or inclement weather, about road conditions and the potential of delaying or closing school. 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. There shall be no additional charge for delay of openings or early closings of schools.
- M. Service Complaints: The School District maintains a service complaint log system with complaints recorded daily. Weekly reports of the complaints are provided to Contractor and Contractor is required to respond to these complaints weekly. Problems deemed serious by the School District will be communicated daily by phone or email for immediate attention. Contractor personnel shall be available to meet with parents, school administrators, and students to resolve problems.
- N. Accidents: Contractor will follow all practices that have been established in the School District for procedural response to school bus accidents and incidents. In the event of any accident or incident involving the operation of a school bus, Contractor must immediately notify the Superintendent, the State Department of Transportation, the Motor Vehicles Department, and any other appropriate agencies as required. All other written reports are to be filed immediately with the appropriate State agencies and copies forwarded to the School District's Transportation Supervisor. The School District reserves the right to participate actively in any accident review of a vehicle in which its students are being transported.
- O. Non-Performance Damages: The School District and Contractor agree that the School District may, in its discretion, assess non-performance damages in the event that

financial remedies are needed to ensure a high-quality transportation service. It is not the School District's intention, nor desire, to utilize this option unless it is deemed necessary. Prior to the implementation of any penalty, the School District will attempt to provide notice to Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of a penalty. Notice need not be provided for repeat occurrences.

- P. Contractor or authorized supervisor directly responsible for the enforcement of the conditions of this Agreement shall be available on call between the hours of 6:30 AM and 5:30PM every day school is in session and at any other time students are being transported.
- Q. Contractor shall agree to furnish buses and drivers for emergency drills for all students registered within the School District as required by New York State Law or Regulations of the Commissioner of Education of New York State at no additional charge to the School District. Ten (10) days' notice, in writing, shall be given prior to each "Drill Day."
- R. Contractor agrees that bus service shall begin on July 1st and end on August 31st as determined by the official public and nonpublic school calendars. Contractor agrees to provide transportation beyond that usually necessary during the first and last days of summer school, during Regents examinations and in emergency situations. This service shall be supplied at no extra cost to the School District.
- S. Contractor should be aware that Section 305, subdivision 14 of the New York State Education Law provides that district transportation contracts are generally subject to approval by the Commissioner of Education who may disapprove the same should he/she deem such to be in the best interest of the School District.
- T. Bus Safety Drills These drills are required on school buses required by Section 3623 of the Education Law. Contractor shall conduct a minimum of one (1) such drill on each school bus each summer, to be conducted during the first seven (7) days of summer school. No drills shall be conducted when buses are on routes.
- U. Care and Custody of Students Courts have held school bus drivers to be legally responsible for the "care and custody" of students on their buses. Individuals who have physical custody of students are essentially taking the place of parents. "Custodial responsibility" means bus drivers, monitors and attendants are responsible to check for children left on their buses and should never change a bus stop or drop a child at a different stop without authorization. In addition, bus drivers should be cautious about discharging children unless a responsible party is present to accept the child. Young children should not be released to a stranger. Children should not be forced off the bus if they say they shouldn't get off at a stop.
- V. Physical Force Used Upon Students 8 NYCRR 19.5. "Prohibition of corporal punishment." The Rules of the Board of Regents prohibit any agent of a school district in New York State from using corporal punishment against a student. As used in this

section, corporal punishment means any act of physical force upon a student for the purpose of punishing that student. However, in situations in which alternate procedures and methods not involving the use of physical force cannot reasonably be employed, this section does not prohibit the use of reasonable physical force for the following purposes:

- i. To protect oneself from physical injury;
- ii. To protect another student or teacher or any person from physical injury; or
- iii. To restrain or remove a student whose behavior is interfering with the orderly exercise and performance of school district functions, powers and duties, if the student has refused to comply with a request to refrain from further disruptive acts.

When providing services under this contract, Contractor and its employees shall comply with the Rules of the Board of Regents, the Regulations of the Commissioner of Education, and any applicable policies and procedures of the School District concerning the use of physical force.

- W. Changes in law shall take precedence over terms included in this Agreement.
- X. Contractor shall ensure that all vehicles carrying school children pursuant to this Agreement will come to a full stop before crossing the track or tracks of any railroad and before crossing any state highway.
- Y. The contractor (i.e., Contractor) hereby consents to an audit of any and all financial records relating to this contract by the department of audit and control.

- 17. **HOLD HARMLESS:** Contractor hereby agrees to defend, indemnify and save harmless the School District from and against any and all liability, loss, damages, claims for bodily injury and/or property damages, cost and expense including attorney's fees, to the extent permissible by law, arising out of the services provided for the School District under the contract, including but not limited to the transportation of individuals by Contractor, its officers, employees and agents.
- 18. **TERMINATION:** This contract may be terminated before the end of its term as provided herein, or by mutual written agreement of both parties. The School District also reserves the right to terminate this Agreement, or any part of this Agreement, with or without cause, upon ninety (90) days written notice to Contractor. If this Agreement is terminated by the School District, the School District will be responsible for paying Contractor for services performed by Contractor to the School District under this Agreement, up until the effective date of such termination.
- 19. **BUDGETARY FUNDING:** It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated by the School Board, and available for the purpose of this Agreement and no liability on account thereof shall be incurred beyond monies appropriated and available for the purpose itself. For any year beyond the initial year of the Agreement, this Agreement is contingent upon the appropriation of sufficient funds.

20. **ESCALATOR CLAUSE:**

- A. Unless otherwise stated, the prices set forth in this Agreement are for the 2024 summer school term (from July 1, 2024 through August 31, 2024).
- B. For the 2025 summer school term (from July 1, 2025 through August 31, 2025), the prices stated in this Agreement may be adjusted upon written agreement by the same percentage as the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, for the 12-month period ending on May 31, 2025. Any increase in price under this paragraph is contingent upon Contractor providing the School District with proof that there has been at least an equivalent increase in the amount of Contractor's cost of operation during the 12-month period ending May 31, 2025. Such proof shall be submitted on or before June 30, 2025. At that time, representatives from the School District and Contractor will complete and execute the rate sheet attached hereto as Exhibit "A", thereby establishing the prices to be paid under this Agreement for the 2025 summer school term.
- C. For the 2026 summer school term (from July 1, 2026 through August 31, 2026), the prices stated in this Agreement may be adjusted upon written agreement by the same percentage as the percentage change in the Consumer Price Index for All Urban Consumers (CPI-U), Northeast Region, for the 12-month period ending on May 31, 2026. Any increase in price under this paragraph is contingent upon Contractor providing the School District with proof that there has been at least an equivalent increase in the amount of Contractor's cost of operation during the 12-month period ending May 31, 2026. Such proof shall be submitted on or before June 30, 2026. At that time, representatives from the School District and Contractor will complete and execute the rate sheet attached hereto as Exhibit "B", thereby establishing the prices to be paid under this Agreement for the 2026 summer school term.

- 21. **GOVERNING LAW:** This Agreement shall be governed by, construed, and enforced in accordance with, the laws of the State of New York without reference to the principles of conflict of laws thereof, if any, that would operate to defeat the application of New York law.
- 22. **VENUE:** All disputes which arise in connection with, or are related to this Agreement or any claimed breach thereof, shall be resolved, if not sooner settled, by litigation only in Oneida County, New York State (or the Federal Court otherwise having territorial jurisdiction over such County and subject matter jurisdiction over the dispute) and not elsewhere, subject only to the authority of the Court in question to order changes of venue.
- 23. **FORCE MAJEURE:** Except for payment obligations for services actually rendered hereunder, neither the School District nor Contractor shall be liable for any failure or delay in or termination of its performance due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). The School District shall have the right to terminate or suspend the agreement with the

Contractor immediately upon written notice of any Force Majeure event, and shall not be liable for payment under such agreement upon termination or suspension. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of this Agreement.

24. ADD/DELETE CLAUSE

Notwithstanding anything herein to the contrary, whenever the bus requirement is increased or decreased or whenever the School District changes its policy in regard to those who may be provided transportation, the Contractor shall provide additional buses and/or seating space for additional children as required. These additional buses and/or seating spaces shall be furnished at the same price per bus per year as the base price per bus. Likewise, opening or closing of a school building, a change in the School District policy or any other reason may increase or decrease the number of buses used in the contract. The School District will pay for only those days for which transportation was supplied.

25. RFP TERMS

The terms of the School District's Request for Proposals issued in connection with this Agreement are incorporated by reference as if fully set forth herein.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

Any employee or any official of the School District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the School District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law. Every person, firm, or corporation offering to make, or pay, or give, by rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the School District, elective or appointive, in his efforts to propose for, offer for sale, or to seem to make sales to the School District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

AGREEMENT SIGNATURE

The undersigned hereby declare that they have read the foregoing Agreement and any and all other materials submitted in connection with the same, and agree to abide by the requirements therein.

Name: _____
Title: _____
Contractor

Name: _____
Title: _____
Utica City School District

Date: _____

Date: _____

EXHIBIT “A”**Base Rate****CPI****2025 Rate****School Transportation:**

Price per bus	\$_____	_____	_____
Excess hourly rate	\$_____	_____	_____

**BOCES Occupational Education
Transportation:**

Price per trip	\$_____	_____	_____
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Supported Learning Runs:

Price per run	\$_____	_____	_____
Wheelchair bus rate	\$_____	_____	_____

**Mid-Day Runs Not Part of
Home-to-School:**

Price per run	\$_____	_____	_____
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**On-Demand Bus Monitors/
Aides:**

Hourly rate – first hr.	\$_____	_____	_____
Subsequent hours	\$_____	_____	_____

On-Demand Bus Drivers:

Hourly rate	\$_____	_____	_____
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Shuttle Run:

Price per run	\$_____	_____	_____
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Rental Drivers:

Hourly rate	\$_____	_____	_____
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EXHIBIT “B”

	2025 Rate	CPI	2026 Rate
School Transportation:			
Price per bus	_____	_____	_____
Excess hourly rate	_____	_____	_____
BOCES Occupational Education Transportation:			
Price per trip	_____	_____	_____
Supported Learning Runs:			
Price per run	_____	_____	_____
Wheelchair bus rate	_____	_____	_____
Mid-Day Runs Not Part of Home-to-School:			
Price per run	_____	_____	_____
On-Demand Bus Monitors/Aides:			
Hourly rate – first hr.	_____	_____	_____
Subsequent hours	_____	_____	_____
On-Demand Bus Drivers:			
Hourly rate	_____	_____	_____
Shuttle Run:			
Price per run	_____	_____	_____
Rental Drivers:			
Hourly rate	_____	_____	_____

ATTACHMENT #2

PROGRAM SITES, 2022-23 BUS ROUTES, AND SCHOOL DISTRICT APPROVAL OF DRIVERS

SUMMER SCHOOL 2023- UCSD

SCHOOL	DATES OF PROGRAM	TIME IN	TIME OUT	ANTICIPATED # OF BUSES	W/C	Notes:	Monitor
SPECIAL NEEDS PROGRAMS							
JEFFERSON SCHOOL SPECIAL ED	July 5th- August 15th	8:30	12:30	22	YES	DISTRICT ROUTES (1- Wheelchair route)	YES
BOCES BRIDGES SPED	July 3rd- August 11th	8:00	2:00	2	No		YES
MADISON ONEIDA BOCES	July 5th- August 14th	8:30	2:30	1	No		YES
BOCES 6&12		8:00	1:30	1	No		YES
UCP UTICA	July 10th- August 18th	8:45	2:45	3	Yes	Waiting for Confirmation	YES
UCP ROME	July 10th- August 18th	8:45	2:45	1	No	One wheelchair bus	YES
UCP CHADWICKS	July 10th- August 18th	8:45	2:45	1	No		YES
House of the Good Shepherd	July 10th- August 25th	9:00	3:00	1	No		YES
NYSSD	July 5th- August 15th	7:30	2:30	2	No		YES
REGULAR EDUCATION/ EXTENDED LEARNING TIME							
KENNEDY MIDDLE SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	13	No	561 projected students (Mon-Thurs)	NO
PROCTOR HIGH SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	9	No	380 projected students (Mon-Thurs)	NO
DONOVAN MIDDLE SCHOOL	August 14- August 24			2	No	Waiting for more info	NO
COLUMBUS SUMMER	June 26th- July 7th			2	No		NO
CONKLING SUMMER	June 26th- July 7th			2	No		NO
GENERAL HERKIMER SUMMER	June 26th- July 7th			2	No		NO
HUGHES SUMMER	June 26th- July 7th			2	No		NO
JEFFERSON SUMMER	June 26th- July 7th			1	No		NO
JONES SUMMER	June 26th- July 7th			1	No		NO
KERNAN SUMMER	June 26th- July 7th			2	No		NO
KING SUMMER	June 26th- July 7th			1	No		NO
WATSON WILLIAMS SUMMER	June 26th- July 7th			2	No		NO
BOCES COSMETOLOGY	July 3rd- July 20th	8:00	2:30	1	No		NO
REFUGEE ACADEMY (CONKLING)	July 17- July 28th			1	No		NO
REFUGEE ACADEMY (CONKLING)	August 3rd- 14th			1	No		NO
ROUTER- JENNIFER GORTSKI							
DISTRICT SUPERVISOR- SHERYLE HARRINGTON							

*District with all of Jeff Sped Program
Reminder of routes to Durham*

SUMMER SCHOOL 2023- UCSD

SCHOOL	DATES OF PROGRAM	TIME IN	TIME OUT	ANTICIPATED # OF BUSES	W/C	Notes:	Monitor
SPECIAL NEEDS PROGRAMS							
JEFFERSON SCHOOL SPECIAL ED	July 5th- August 15th	8:30	12:30	22	YES		YES
BOCES BRIDGES SPED	July 3rd- August 11th	8:00	2:00	2	No		YES
MADISON ONEIDA BOCES	July 5th- August 14th	8:30	2:30	1	No		YES
BOCES 61:2		8:00	1:30	1	No	Waiting for Confirmation	YES
UCP UTICA	July 10th- August 18th	8:45	2:45	3	Yes	One wheelchair bus	YES
UCP ROME	July 10th- August 18th	8:45	2:45	1	No		YES
UCP CHADWICKS	July 10th- August 18th	8:45	2:45	1	No		YES
House of the Good Shepherd	July 10th- August 25th	9:00	3:00	1	No		YES
NYSSD	July 5th- August 15th	7:30	2:30	2	No		YES
REGULAR EDUCATION/ EXTENDED LEARNING TIME							
KENNEDY MIDDLE SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	13	No	561 projected students (Mon-Thurs)	NO
PROCTOR HIGH SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	9	No	380 projected students (Mon-Thurs)	NO
DONOVAN MIDDLE SCHOOL	August 14- August 24			2	No	Waiting for more info	NO
COLUMBUS SUMMER	June 26th- July 7th			2	No		NO
CONKLING SUMMER	June 26th- July 7th			2	No		NO
GENERAL HERKIMER SUMMER	June 26th- July 7th			2	No		NO
HUGHES SUMMER	June 26th- July 7th			2	No		NO
JEFFERSON SUMMER	June 26th- July 7th			1	No		NO
JONES SUMMER	June 26th- July 7th			1	No		NO
KERNAN SUMMER	June 26th- July 7th			2	No		NO
KING SUMMER	June 26th- July 7th			1	No		NO
WATSON WILLIAMS SUMMER	June 26th- July 7th			2	No		NO
BOCES COSMETOLOGY	July 3rd- July 20th	8:00	2:30	1	No		NO
REFUGEE ACADEMY (CONKLING)	July 17- July 28th			1	No		NO
REFUGEE ACADEMY (CONKLING)	August 3rd- 14th			1	No		NO
ROUTER- JENNIFER GORITSKI							
DISTRICT SUPERVISOR- SHERYLE HARRINGTON							

Durham covering All

SUMMER SCHOOL 2023- UCSD

SCHOOL	DATES OF PROGRAM	TIME IN	TIME OUT	ANTICIPATED # OF BUSES	W/C	Notes:	Monitor
SPECIAL NEEDS PROGRAMS							
JEFFERSON SCHOOL SPECIAL ED	July 5th- August 15th	8:30	12:30	22	YES		YES
BOCES BRIDGES SPED	July 3rd- August 11th	8:00	2:00	2	No		YES
MADISON ONEIDA BOCES	July 5th- August 14th	8:30	2:30	1	No		YES
BOCES 6:1-2		8:00	1:30	1	No	Waiting for Confirmation	YES
UCP UTICA	July 10th- August 18th	8:45	2:45	3	Yes	One wheelchair bus	YES
UCP ROME	July 10th- August 18th	8:45	2:45	1	No		YES
UCP CHADWICKS	July 10th- August 18th	8:45	2:45	1	No		YES
House of the Good Shepherd	July 10th - August 25th	9:00	3:00	1	No		YES
NYSSD	July 5th- August 15th	7:30	2:30	2	No		YES
REGULAR EDUCATION/ EXTENDED LEARNING TIME							
KENNEDY MIDDLE SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	13	No	561 projected students (Mon-Thurs)	NO
PROCTOR HIGH SCHOOL SUMMER	JULY 10- AUGUST 14	8:00	12:00	9	No	380 projected students (Mon-Thurs)	NO
DONOVAN MIDDLE SCHOOL	August 14- August 24			2	No	Waiting for more info	NO
COLUMBUS SUMMER	June 26th- July 7th			2	No		NO
CONKLING SUMMER	June 26th- July 7th			2	No		NO
GENERAL HERKIMER SUMMER	June 26th- July 7th			2	No		NO
HUGHES SUMMER	June 26th- July 7th			2	No		NO
JEFFERSON SUMMER	June 26th- July 7th			1	No		NO
JONES SUMMER	June 26th- July 7th			1	No		NO
KERNAN SUMMER	June 26th- July 7th			2	No		NO
KING SUMMER	June 26th- July 7th			1	No		NO
WATSON WILLIAMS SUMMER	June 26th- July 7th			2	No		NO
BOCES COSMETOLOGY	July 3rd- July 20th	8:00	2:30	1	No		NO
REFUGEE ACADEMY (CONKLING)	July 17- July 28th			1	No		NO
REFUGEE ACADEMY (CONKLING)	August 3rd- 14th			1	No		NO
ROUTER- JENNIFER GORITSKI							
DISTRICT SUPERVISOR- SHERYLE HARRINGTON							

ATTACHMENT #3

SCHOOL BUS SAFETY DRILLS POLICY

NYSED.gov

Pupil Transportation

8 CRR-NY 156.3

Disclaimer

OFFICIAL COMPILATION OF CODES, RULES AND REGULATIONS OF THE STATE OF NEW
YORK

TITLE 8. EDUCATION DEPARTMENT

CHAPTER 11. REGULATIONS OF THE COMMISSIONER
SUBCHAPTER J. BUILDINGS AND TRANSPORTATION

PART 156. TRANSPORTATION

156.3 Safety regulations for school bus drivers, monitors, attendants and pupils.

(a) Definitions. For purposes of this section:

(1) A school bus driver shall mean any person who drives a school bus which is owned, leased or contracted for by a public school district, board of cooperative educational services or nonpublic school for the purpose of transporting pupils to or from school or school activities. However, for the purposes of this section, the following shall not be considered to be school bus drivers:

(i) a driver of a •passenger or suburban type vehicle if such driver is a school district employee who is not ordinarily required to transport pupils and is operating such vehicle for the purpose of transporting one or more pupils to a hospital or other medical facility, a physician's office, or home for medical treatment or because of illness;

(ii) a driver of a suburban intercity coach or transit type bus, transporting pupils on trips other than between home and school, such as field trips, athletic trips, and other special transportation services;

(iii) a parent who transports exclusively his or her own children; and

(iv) a volunteer driver for a nonpublic school who transports pupils on other than a regularly established route on an infrequent basis.

(2) A school bus shall mean every vehicle owned, leased or contracted for by a public school, board of cooperative educational services or a nonpublic school and operated for the transportation of pupils, children of pupils, teachers and other persons acting in a supervisory capacity to or from school or school activities.

(3) A school bus monitor shall mean any person employed for the purpose of assisting children to safely embark and disembark from a school bus which is owned, leased or contracted for by a public school district or board of cooperative educational services, and for the purpose of assisting the school bus driver with maintaining proper student behavior on such school bus.

(4) A school bus attendant shall mean any person who is employed for the purpose of attending to the special needs of a child based on his or her Individual Education Plan (IEP), to safely embark and disembark from a school bus which is owned, leased or contracts for by a public school district of board of cooperative educational services, and for the purpose of assisting the school bus driver.

(5) A nonpublic school shall mean a private or parochial school offering instruction in any or all grades, pre-kindergarten through 12.

(6) A regular route shall mean any trip that occurs on a regular schedule, for the purpose of transporting students from a starting point to a destination and may include pick up and drop off students enroute, (i.e. home to school.)

(b) School bus driver.

- (1) Approval for employment. Approval for employment of a school bus driver shall be in writing on a form approved by the Commissioner of Education.
- (2) Age. All drivers of school transportation conveyances shall be at least 21 years of age.
- (3) Physical fitness.
 - (i) Each driver of a school transportation conveyance shall have the physical and mental ability to operate safely a school transportation conveyance and to satisfactorily perform the other responsibilities of a school bus driver; and shall meet the requirements of section 6.10 of the regulations of the Commissioner of Motor Vehicles (15 NYCRR 6.10) to the extent that such requirements are consistent with the requirements of this subdivision and provided that the vision standards prescribed in section 6.10(b)(9) of the regulations of the Commissioner of Motor Vehicles (15 NYCRR) shall not be waived.
 - (ii) Each driver of a school bus owned, leased or contracted for by a School district, board of cooperative educational services or a nonpublic school shall be examined by a physician , physician assistant, or nurse practitioner to the extent authorized by law and consistent with the written practice agreement pursuant to Education Law, section 6902(3), in accordance with the provisions of this subdivision. The physical examination shall be reported immediately on forms approved by the commissioner to the chief school officer of the district. The physical examination shall include, as a minimum, those requirements specified on the approved physical examination report. The examining physician, physician assistant, or nurse practitioner shall require the school bus driver to undergo any diagnostic tests that are necessary to determine whether the driver has the physical and mental ability to operate safely a school transportation conveyance. Each school bus driver shall receive an annual physical examination, and each driver who is to be initially employed shall be examined within eight weeks prior to the beginning of service. In no case shall the interval between physical examinations exceed a 13-month period.
 - (iii) Each driver of a school bus owned, leased or contracted for by a school district, board of cooperative educational services or nonpublic school shall pass a physical performance test approved by the commissioner, upon recommendation of an advisory group of certified school bus driver instructors, prior to transporting students, and at least once every two years. Upon completion, the physical performance test form is to be submitted electronically to the pupil transportation unit. Additionally, the test shall be administered to any driver following a

period of being unavailable for service for 60 or more consecutive days from his or her scheduled work duties. In no case shall the interval between physical performance tests exceed 25 months. Provided, however, where a school bus driver is unable to complete such physical performance test within the timelines prescribed in this subparagraph due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis, such test shall be completed as soon as practicable.

(a) The physical performance test shall be conducted by a currently certified school bus driver instructor and shall assess the driver/applicant's ability to perform the following functions of a school bus driver: climb and descend bus steps, have quick reaction time from throttle to brake, repeatedly depress clutch and/or brake pedals, manually operate (open and close) the bus service door, operate hand controls simultaneously while driving a moving bus, quickly evacuate oneself from a rear most of or level emergency door, and demonstrate the ability to evacuate individuals in a bus emergency.

b) A driver/applicant who fails any portion of the physical performance test shall be deemed unqualified to operate a school transportation conveyance with passengers until G reexamination is passed. Such driver/applicant may request re-examination. No more than one re-examination per driver may be administered on the same day. The cost of such reexamination shall be borne by the employer if the driver/applicant passes the re-examination, or the driver/ applicant if he or she fails the re-examination. The administration of the test and the pass/fail determination shall be in accordance with the guidance from the New York State Education Department.

(4) Required licenses and certification. Each driver of a motor vehicle conveying school children shall have the appropriate driver's license to operate such motor vehicle.

(5) Pre-service safety training, basic course safety training, and refresher safety training for school bus drivers.

(i) Pre-service safety training. Prior to transporting students, each school bus driver initially employed by a board of education or transportation contractor subsequent to July 1, 1973, or initially employed by a nonpublic school on or after July 1, 2004, shall have received at least four hours of instruction on school bus safety practices which shall include at least one hour of training for the transport of children with disabilities.

(ii) Basic course safety training. During the first year of employment, each school bus driver initially employed by a board of education, board of cooperative educational services or transportation contractor subsequent to July 1, 1973 or employed by a nonpublic school

on or after July 1, 2005 shall complete a basic course of instruction in school bus safety practices approved by the commissioner, which shall not be less than 30 hours of instruction, and at least two hours shall be instruction concerning the special needs transportation of a pupil with a disability. Provided, however, that such instruction may be postponed where a school bus driver is unable to complete such instruction due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis. Such instruction shall be rescheduled and completed as soon as practicable.

(iii) Refresher training. All school bus drivers shall receive a minimum of two hours of refresher instruction in school bus safety at least two times a year, at sessions conducted between July 1st and October 31st and between December 1st and May 1st of each school year and shall include at least one hour of instruction relating to the special needs of a pupil with a disability in accordance with the requirements set forth under Education Law section 3650(2). Provided, however, that such refresher instruction may be postponed where a school bus driver is unable to complete such instruction due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis. Such instruction shall be rescheduled and completed as soon as practicable.

(iv) Occasional drivers. Occasional drivers for other than regular routes shall not be required to receive the training specified in this paragraph. For the purposes of this paragraph, occasional driver shall mean a certified teacher who is employed by a public school district or a board of cooperative educational services, whose employment does not include serving as either a regular or substitute school bus driver.

(6) Character requirement. The driver of a vehicle for the transportation of school children shall be of good moral character and thoroughly reliable. At the time of initial application and at such other times as the superintendent of schools, district superintendent of schools, or public or nonpublic school chief administrator may determine, each applicant for approval for employment as a school bus driver shall furnish to the superintendent or administrator at least three statements from three different persons who are not related either by blood or marriage to the applicant pertaining to the moral character and to the reliability of the applicant. Each driver of a vehicle that transports school children shall be approved by the district superintendent or school administrator annually, attesting to their moral character and compliance with this subdivision.

(c) Instructor qualifications.

(1) All driver, monitor, and attendant training required by subparagraphs (ji) and (iii) of paragraph (5) of subdivisions (b) and (d) of this section shall be provided by, or under the direct supervision of a school bus driver instructor (SBDI) certified by the commissioner. A certified school bus driver instructor's physical presence shall not be required during the pre-service safety training of a school bus driver, monitor, or attendant employed by a board of education, board of cooperative educational services or transportation contractor, provided that such training is conducted under the general supervision of such an approved school bus driver instructor.

(2)

(i) To qualify for certification as a school bus driver instructor (SBDI), individuals shall successfully complete a school bus driver instructor training and evaluation course taught by a certified master instructor. The course shall be approved by the commissioner upon the recommendation of the master instructor subcommittee of the commissioner's school bus driver instructor advisory committee, an advisory group consisting of at least seven certified

school bus driver instructors appointed for a three-year term, for such purpose by the commissioner. Each person who applies for admission to this course shall be currently employed by a public school district, board of cooperative educational services, nonpublic school or private contractor who is currently providing pupil transportation services for a public school district, nonpublic school or board of cooperative educational services, and be of good moral character. The SBDI course shall include but shall not be limited to the following content areas: planning and making presentations including lesson plans and objectives, school bus accident statistics and interpretation, effective communications, and evaluation. Each such person shall possess a high school diploma or equivalent diploma and shall have completed the school bus driver Basic Course of Instruction in school bus safety practices. In addition, each such person shall have completed the Advanced School Bus Driver Training Course or a Department of Motor Vehicles approved Point/Insurance Reduction Program. To maintain certification, school bus driver instructors shall be required to attend the annual Professional Development Seminar (PDS) approved by the Commissioner upon the recommendation of the master instructor subcommittee of the SBDI Advisory Committee and taught by a certified master instructor. The PDS shall provide refresher training for all SBDIs in presentation skills, lesson planning, school bus safety techniques, requirements and statistics. The PDS shall provide SBDIs with training materials for the upcoming school year safety training campaign, including information which shall be conveyed to all school bus drivers in the next two driver refreshers. Provided, however, that school bus driver instructors shall be permitted to attend the annual PDS by teleconference or videoconference for the 2019-2020 school year due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis.

(ii) A certified school bus driver instructor's certification can be suspended by the State Education Department based upon failure to attend a professional development seminar and/or failure to successfully complete an approved hardship assignment. Following notice and an opportunity to be heard, certification may be revoked based upon a proven violation of the State Education Department's SBDI Ethical Guidelines and/or a finding by the master instructor subcommittee of the commissioner's SBDI advisory committee of incompetence, malfeasance, misfeasance, nonfeasance, or misrepresentation.

(3)

(i) Master instructors (MI) shall be certified by the commissioner to conduct training programs for individuals to become certified school bus driver instructors, and work in the development of safety training curricula including the development and delivery of the annual Professional Development Seminar. To qualify as a master instructor an individual must have been a certified school bus driver instructor for at least five years, have demonstrated the ability to teach others the concepts of the school bus safety training program, be of good moral character and meet such other requirements as may be prescribed by the commissioner including, but not limited to: possession of a New York State teaching certificate or employment experience in a pupil transportation position in NYS, and satisfactory completion of a mentor/training program or project. Training programs conducted by master instructors may be provided by teleconference or videoconference for the 2019-2020 school year due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis. To maintain certification the master instructor shall be required to attend the annual master instructor strategy meeting or attend a professional development seminar (PDS) approved by the commissioner upon the recommendation of the master instructor committee of the SBDI advisory committee and taught by a certified master instructor. Master instructors shall be permitted to attend the annual master instructor strategy meeting or attend a PDS by teleconference or videoconference for the

2019-2020 school year due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis.

(ii) A certified master instructor's certification can be suspended by the New York State Education Department based upon failure to attend the annual master instructor strategy meeting or a professional development seminar and/or failure to successfully complete an approved hardship assignment. Following notice and an opportunity to be heard, certification may be revoked based upon a proven violation of the New York State Education Department's MI Ethical Guidelines and/or a finding by the master instructor subcommittee of the commissioner's SBDI advisory committee of incompetence, malfeasance, misfeasance, nonfeasance or misrepresentation.

(d) School bus monitor and attendant qualifications.

(1) Approval for employment. Approval for employment as a school bus monitor or attendant shall be in writing on a form approved by the Commissioner of Education.

(2) Age. All school bus monitors and attendants shall be at least 19 years of age.

(3) Physical fitness.

(i) Each school bus monitor and attendant shall have the physical and mental ability to satisfactorily perform his or her duties.

(ii) Each monitor or attendant may be examined on order of the chief school administrator by a duly licensed physician, physician assistant, or nurse practitioner within eight weeks prior to the beginning of such monitor's or attendant's service in each school year. The report of the physician, physician assistant, or nurse practitioner in writing, shall be considered by the chief school administrator in determining the fitness of the monitor or attendant to carry out his or her functions. The examining physician, physician assistant, or nurse practitioner shall require the monitor or attendant to undergo any diagnostic tests that are necessary to determine the physical and mental ability of the monitor or attendant to perform his or her duties.

(iii) Each school bus monitor or attendant of a school bus owned, leased or contracted for by a school district or board of cooperative educational services shall pass a physical performance test approved by the commissioner, upon recommendation of an advisory group of certified school bus driver instructors, prior to transporting students, and at least once every two years. Upon completion, the physical performance test form is to be submitted electronically to the pupil transportation unit. Additionally, the test shall be administered to any monitor or attendant following a period of being unavailable for service for 60 or more consecutive days from his or her scheduled work duties. In no case shall the interval between physical performance tests exceed 25 months. Individuals employed by a school district, board of cooperative educational services or contractor as a monitor or attendant on July 1, 2003 shall have until July 1, 2004 to take and pass a physical performance test. Individuals hired as a monitor or attendant after July 1, 2003, must take and pass a physical performance test before they may assume their duties.

Provided, however, where a school bus monitor or attendant is unable to complete such physical performance test within the timelines prescribed in this subparagraph due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID19 crisis, such test shall be completed as soon as practicable.

(a) The physical performance test shall be administered by a currently certified school bus driver instructor and shall assess the school bus monitor or attendant's ability to perform his or her duties including, but not limited to, the following functions: climb and descend the bus steps, manually operate (open and close) the service door, quickly evacuate oneself from a rear most of or level emergency door, and demonstrate the ability to evacuate individuals in a bus emergency.

(b) A school bus monitor or attendant who fails any portion of the physical performance test shall be deemed unqualified to perform the duties of that position. The monitor or attendant may request a re-examination. No more than one reexamination per monitor or attendant may be administered on the same day. The cost of such re-examination shall be borne by the employer if the monitor/attendant passes the re-examination, or by the monitor/attendant if he or she fails the re-examination. The administration of the test and the pass/fail determination shall be in accordance with the guidance from the New York State Education Department.

(4) Required certifications. Any person employed by a school district, board of cooperative educational services, nonpublic school or pupil transportation contractor as a school bus attendant serving pupils with a disabling condition shall, prior to assuming their duties as a school bus attendant, obtain training and maintain certification in cardiopulmonary resuscitation (CPR) where such skills are required as part of the individualized education plan (IEP) prepared for the student. school districts, boards of cooperative educational services, nonpublic schools or contractors may require monitors or attendants to maintain certification in first aid.

(5) Pre-service safety training, basic course safety training and refresher safety training for monitors and attendants. Except as otherwise provided in this paragraph, each school bus monitor or attendant employed by a board of education, board of cooperative educational services or pupil transportation contractor on July 1, 2003 shall comply with the training requirements of this paragraph no later than July 1, 2004. Individuals hired after July 1, 2003 shall comply with such requirements before assuming their duties on a school bus.

(i) Pre-service safety training. •Prior to transporting students, each school bus monitor or attendant shall receive at least four hours of pre-service instruction as approved by the commissioner upon recommendation of the master instructor subcommittee of the commissioner's school bus driver

instructor advisory committee, which shall include, but is not limited to, school bus safety practices, child management techniques, and the proper techniques for assisting children to safely embark and disembark a school bus. In addition to such instruction, any person employed on January 1, 2004 as a school bus monitor, or as a school bus attendant serving pupils with a disabling condition, shall, by July 1, 2004, receive instruction as approved by the commissioner upon recommendation of the master instructor subcommittee of the commissioner's school bus driver instructor advisory committee relating to special needs transportation, including, but not limited to, the proper techniques for assisting disabled students in entering and exiting the school bus. Any person hired after January 1, 2004 shall complete such special needs instruction prior to assuming their duties as a school bus monitor or as a school bus attendant.

(ii) Basic course safety training. Each school bus monitor or attendant hired after July 1, 2003 shall complete within their first year of employment Basic Course of Instruction for Monitors and Attendants. Multiple curricula may be approved for use by the commissioner. Such courses shall provide not less than 10 hours of instruction on a range of topics approved by the commissioner upon recommendation of the master instructor subcommittee of the commissioner's school bus driver instructor advisory committee. Provided, however, that such instruction may be postponed where a school bus monitor or attendant is unable to complete such instruction due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis. Such instruction shall be rescheduled and completed as soon as practicable.

(iii) Refresher training. All school bus monitors and attendants shall receive a minimum of two hours of refresher instruction in school bus safety at least two times a year, at sessions conducted between July 1st and October 31st and between December 1st and May 1st of each school year and shall include at least one hour of instruction relating to the special needs of a pupil with a disability in accordance with the requirements set forth under Education Law section 36509(2). Provided, however, that such refresher instruction may be postponed where a school bus monitor or attendant is unable to complete such instruction due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis. Such instruction shall be rescheduled and completed as soon as practicable.

(6) Character requirement. The monitor or attendant of a vehicle that is used for the transportation of school children shall be of good moral character and thoroughly reliable. At the time of initial application and at such other times as the superintendent of schools, district superintendent of schools, or public or nonpublic school chief administrator may determine, each applicant for approval for employment as a school bus monitor or attendant shall furnish to the superintendent or administrator at least three statements from three different persons who are not related either by blood or marriage to the applicant pertaining to the moral character and to the reliability of the applicant. Each monitor or attendant of a vehicle that transports school children shall be approved by the district superintendent of school administrator annually, attesting to their moral character and compliance with this subdivision.

(e) Rules affecting pupils.

(1) Drivers, monitors and attendants shall not allow pupils to enter or leave the bus while it is in motion.

(2) Drivers, monitors and attendants are held responsible for reasonable behavior of pupils in transit.

(3) Drivers, monitors and attendants shall not allow pupils to thrust their heads or arms out of open windows.

(4) The driver of a school bus, when discharging pupils who must cross the highway, shall instruct such pupils to cross the highway at a distance of at least 15 feet in front of the vehicle so as to be in the vision of the driver. The driver shall also keep such school bus halted with red signal lights flashing until such pupils have reached the opposite side of the highway, street or private road and until such passengers are at least fifteen feet from the bus and either on the highway, street or private road or on a sidewalk.

(5) Fuel tanks shall not be filled while pupils are in the bus.

(f) Driving rules.

(1) Drivers shall be familiar with the Vehicle and Traffic Law, regulations of the Commissioner of Motor Vehicles, regulations of the Commissioner of the Department of Transportation and regulations of the Commissioner of Education pertaining to pupil transportation.

(2) Drivers shall make a full stop at all railroad crossings and at State highways before crossing except that no stop need be made where a police officer or a traffic control signal or sign, such as "exempt tracks" which directs traffic to proceed.

(3) Drivers shall give warning before making a left-hand or right-hand turn.

(4) Drivers, monitors and attendants shall not leave the school bus when children are inside except in case of emergency, and in such case before leaving the bus the driver shall stop the motor, remove the ignition key, and set the parking brake. For the purpose of this paragraph, the operation of a wheelchair lift shall not be considered as leaving the bus unattended. Monitors or attendants may leave the school bus for the purposes of assisting children to embark or disembark the vehicle and to safely cross the street. Drivers, monitors, and attendants shall check the vehicle to ensure that no child is left behind on board unattended at the conclusion of the school bus route.

(5) Drivers, monitors, and attendants shall not smoke or use electronic cigarettes at any time while within a school bus. Drivers, monitors, and attendants shall not eat or drink any liquid, or perform any act or conduct themselves in any manner which may impair the safe operation of a school bus while such vehicle is transporting pupils.

(6) Drivers shall not exceed a maximum speed limit of 55 miles per hour on any road within or outside of New York State while driving their school bus with passengers.

(g) Drills on school buses.

(1) The drills on school buses required by section 3623 of the Education Law shall include practice and instruction in the location, use and operation of the emergency exits, fire extinguishers, first-aid equipment and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting

procedures with specific emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking. Each drill shall include specific instructions for pupils to advance at least 15 feet in front of the bus before crossing the highway after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather, including but not necessarily limited to poor driver visibility, reduced vehicular control and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by each board of education. Such instruction and the conduct of the drills shall be given by a member or members of the teaching or pupil transportation staff. Pupils attending public and nonpublic schools who do not participate in the drills held pursuant to this paragraph shall also be provided drills on school buses, or as an alternative, shall be provided classroom instruction covering the content of such drills. The administration of the drills shall be in accordance with the New York State Education Department's Bus Safety Drill Guide and Compliance Form.

(2) A minimum of three such drills shall be held on each school bus during the school year, the first to be conducted during the first seven days of school, the second between November 1st and December 31st and the third between March 1st and April 30th. Provided, however, that where such drills are unable to be conducted between March 1st and April 30th due to the State of emergency declared by the Governor pursuant to an Executive Order for the COVID-19 crisis, such drill may be rescheduled and completed as soon as practicable.

(3) No drills shall be conducted when buses are on routes.

(4) The school authorities shall certify on the annual report to the State Education Department that their district has complied with this subdivision.

(5) Verbal bus mini safety drills should be conducted by a school bus driver prior to the beginning of every sports or activity trip. The administration of the verbal bus mini safety drills shall be in accordance with the New York State Education Department's Bus Mini Safety Drill Guide and Compliance Form.

(h) Instruction on use of seat belts. In each school district in which pupils are transported on school buses, such district shall ensure that all pupils who are transported on any school bus owned, leased or contracted for by the district or board of cooperative educational services shall receive instruction on the use of seat safety belts. Such instruction shall be provided at least three times each year to both public and nonpublic school pupils who are so transported and shall include, but not be limited to:

- (1) proper fastening and release of seat safety belts;
- (2) acceptable adjustment and placement of seat safety belts on pupils;
- (3) times at which the seat safety belts should be fastened and released; and

- (4) acceptable placement of seat safety belts when not in use.
- (i) Idling school buses on school grounds.

(1) General provisions.

(i) Except as provided in paragraph (2) of this subdivision, each school district shall ensure that each driver of a school bus, as defined in Vehicle and Traffic Law, section 142, or other vehicle owned, leased or contracted for by such school district, shall turn off the engine of such school bus or vehicle while waiting for passengers to load or off load on school grounds, or while such vehicle is parked or standing on school grounds or in front of or adjacent to any school.