

**FRONTIER CENTRAL SCHOOL DISTRICT**  
BUSINESS OFFICE  
5120 ORCHARD AVE.  
HAMBURG, NY 14075

**PUBLIC NOTICE – ADVERTISEMENT**

To appear in the Hamburg Sun on May 28, 2021

**REQUEST FOR PROPOSAL – Transportation of Pupils (2021-22 School Year)**  
**Bid #22024**

The Board of Education of the Frontier Central School District invites the submission of sealed proposals from qualified bus transportation companies for the furnishing of transportation services for the Frontier Central School District. Forms for proposal, conditions and specifications may be obtained at <https://www.frontiercsd.org/> on the Business Office page.

Proposals will be accepted until 2:00pm on Tuesday, June 15, 2021, at the Business Office of the Frontier Central School District, 5120 Orchard Ave, Hamburg, New York 14075.

Proposals will be binding for a period of 45 days following the date of the opening.

The District will evaluate and score each proposal based on the following criteria (Total 100 points):

- Previous experience of the proposer in transporting pupils (10 points)
- The name(s) of each transportation company of which the contractor has been an owner or manager (5 points)
- Safety programs implemented and professional development opportunities for personnel provided by proposer (10 points)
- Record of accidents in motor vehicles under the control of the proposer (5 points)
- Driving history of the bus drivers employed by the proposer (5 points)
- Inspection records and model year of the motor vehicles under the control of proposer (15 points)
- Maintenance schedule of the motor vehicles under the control of the proposer (10 points)
- Financial analysis of proposer (5 points)
- Compliance with motor vehicle insurance requirements (5 points)
- Routing software compatible with Versatrans and capable of routine updating of student demographic information (10 points)
- Overall cost of proposal (20 points)

Board of Education  
Frontier Central School District

# REQUEST FOR PROPOSAL - SPECIFICATIONS

## ARTICLE 1: GENERAL GUIDELINES

### ARTICLE 1.1: Introduction

The Frontier Central School District (the "District") is requesting proposals for transportation services as described herein. The specifications outline the requirements and conditions for furnishing these services. Any aspects of the services not addressed by these specifications are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposal rests. A contract will be awarded to the best proposer as determined by the District, in accordance with the criteria set forth herein. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories presented below.

The maximum point allowance for each category is indicated. Total possible points are 100.

Category		Points
<b>I.</b>		
	<b>A.</b> Previous experience of the proposer in transporting pupils.	<b>10</b>
	<b>B.</b> Evaluation of management in the performance of contracts to District.	<b>5</b>
<b>II.</b>		
	<b>A.</b> Safety programs implemented and professional development opportunities for personnel provided by proposer. Include supporting documents in proposal.	<b>10</b>
	<b>B.</b> Record of accidents in motor vehicles under the control of the proposer for the past five (5) years, if applicable. List any physical and property damage.	<b>5</b>
	<b>C.</b> Driving history of employees of the company and driving practices. Include abstracts and driving records.	<b>5</b>
	<b>D.</b> Inspection records and model year of the motor vehicles under the control of proposer NYS DOT BUSNET score.	<b>15</b>
	<b>E.</b> Maintenance schedule of the motor vehicles under the control of the proposer. List programs and preventive maintenance programs implemented and followed.	<b>10</b>
<b>III.</b>		
	<b>A.</b> Financial analysis of proposer (include financial statements)	<b>5</b>
	<b>B.</b> Compliance with the state and local insurance and bonding requirement. Include insurance certificate.	<b>5</b>
<b>IV.</b>		
	<b>A.</b> Routing software compatible with Versatrans and capable of routine updating of student demographic information.	<b>10</b>
<b>V.</b>		
	<b>A.</b> Overall cost of proposal over the period of time requested. Points will be awarded as a percentage of all proposers.	<b>20</b>
	<b>Total:</b>	<b>100</b>

**SCORING INFORMATION**

**I.**

**A. Previous Experience**

The evaluator will rate the proposer’s previous experience in providing services to school districts. Proposer shall list the name, address and contact information for all private and public school districts and BOCES (hereinafter referred to as Districts) for which the proposer has provided transportation services in the last five (5) years. Safety, on time performance, problem solving, accessibility of management, and drive performance are to be considered in the evaluation of the proposer. Scores may range from a high of 10 to a low of 0 points.

**B. Owner and Manager**

The evaluator will rate the history and performance for all transportation companies owned or managed by the proposer. The evaluator may contact other Districts and entities where comparable service has been provided by the proposer. Scores may range from a high of 5 points to a low of 0 points.

**II.**

**A. Safety Programs**

The evaluator will rate the safety programs implemented by the proposer and compliance with all appropriate State and Federal Agencies. Evaluation of on-going training programs, manuals, drug and alcohol testing, as well as mandated courses will be considered. Scores may range from a high of 10 points to a low of 0 points.

**B. Accidents**

The evaluator will consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving major property damage and/or injury shall be weighed more heavily than minor damage accidents. Scores may range from a high of 5 points to a low of 0 points.

**C. Driving History of Employees**

The evaluator will review the driving records of the employees of the proposer including their 19A records, accident records and length of service. Scores may range from a high of 5 points to a low of 0 points.

**D. Vehicle Maintenance**

The New York State DOT BUSNET ratings for the proposer for ALL terminals will be considered. Scores for this section will be determined by the BUSNET ratings as follows:

100-96% for ALL terminals	15 Points
95-92% for ALL terminals	9 Points
91-90% for ALL terminals	3 Points
89% or lower	0 Points

**E. Preventive Maintenance Programs**

The evaluator will review the preventive maintenance of the proposer and compare it to the maintenance schedules for the vehicles. Frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs. Scores may range from a high of 10 points to a low of 0 points.

**III.**

**A. 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.

**B. Insurance**

The evaluator will review all information submitted to ascertain that the District's requirements are fully met. Score may be 5 points for full compliance or 0 points for non-compliance. Greater points may be awarded to proposers carrying insurance in excess of the required limits.

**IV.**

**A. Routing Software**

The proposer is responsible for providing and maintaining routing software compatible with Versatrans and should include the ability for routine updating of student demographic information. Scores may range from a high of 10 points to a low of 0 points.

**V.**

**A. Overall Cost**

Points for overall cost will be awarded as based on a formula awarding 20 points to the lowest proposer and deducting the percentage difference between the lowest proposer and the other proposers, i.e., if the total cost between the lowest proposer and the next lowest proposer is 10%, then proposer two will have 2 points deducted from the maximum score of 20. Proposers submitting innovative cost effective programs that provide material savings to the District may receive additional points.

ARTICLE 1.1: Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.1.1 Proposers are prohibited from offering to make, pay or give any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement for the award of a contract.

ARTICLE 2: INSTRUCTIONS & REQUIRED SERVICES

ARTICLE 2.1: Invitation

2.1.1: Five (5) copies of the proposer's proposal must be received by 2:00pm on Tuesday, June 15, 2021 at the Frontier Central School District, Business Office, 5120 Orchard Ave, Hamburg, New York 14075. Proposals must be sealed and labeled "Response to Transportation RFP: Opening Date - Tuesday, June 15, 2021 at 2:00pm."

ARTICLE 2.2: Proposal Availability

2.2.1: Proposals will not be open 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.

ARTICLE 2.3: Specification Availability

2.3.1: Bid specifications including proposal forms are available at <https://www.frontiercsd.org/> on the Business Office page.

ARTICLE 2.4: General Description

2.4.1: As set forth herein, the District is requesting proposals for daily transportation (K-12) using ten (10) total buses for a total of ten (10) daily transportation runs each to and from the students’ home to specific school destination as shown below for the regular academic year (approximately September 1- June 30).

Bell Times	School	No. of Buses	Capacity	Aide/Nurse
7:40-3:25, 7:00-3:45, 7:45-3:15, 8:15-3:30	Maritime Charter HS, Maritime Charter MS, Global Concept HS, Global Concept Elem	1	66 C	No
9:00-2:45, 7:30-2:30	Summit Stahl, MidTech	1	12 C (1w/c)	Aide
8:00-2:00	CPC	1	12 C	No
7:30-2:00, 8:00-2:45	Potter Elementary, Old Time Baptist	1	12 C	Aide
7:30-2:27, 8:00-2:20	North Collins HS, North Collins MS	1	30 C	Aide
7:45-2:30, 7:45-2:10, 8:00-2:00, 8:35-2:45	Northtowns Academy, Falk Cambridge, Falk Washington, CHC	1	36 C (2 w/c)	Aide/Nurse
9:00-3:00, 8:30-2:30	Summit Creekside, Autism Services	1	35 C	Aide/Nurse
7:20-2:50, 8:15-2:45	Harkness, Maryvale Intermediate	1	16 C	No
7:25-2:10, 8:00-2:00, 8:30-2:30, 8:10-2:45	Maryvale Binner, Cantalician, Aspire, Gateway	1	35 C (2 w/c)	Aide/Nurse
8:05-2:45, 8:00-2:00	St. Mary’s for the Deaf, Edge Academy	1	12 C	No

Proposers must submit a proposal for all transportation services listed in this section.

2.4.2: Proposer will be required to supply all buses, drivers, staff, equipment, maintenance, and all other services necessary to fulfill the District's transportation needs for these 10 buses.

2.4.3: Proposers shall perform all management services, including, but not limited to, dispatching, communications, maintenance, etc., remotely from its own office(s). The Proposer will not be permitted to occupy space on the District's campus to perform said services.

2.4.4: The District does own a bus garage. At the District's sole discretion and upon the District's terms, the District may permit Proposer to park buses on the District's property as a separate agreement. The successful Proposer and the District will collaborate with regards to the terms of any parking of buses on District property. The District does not guarantee the availability of overnight parking for buses on District property. Parking of buses on District property will be done at the Proposer's own risk. The District will not monitor or provide any security of buses parked on District property.

2.4.5: The District will award one (1) contract for its required services, which will be awarded to one (1) transportation company.

2.4.6: The District reserves the right to increase or decrease the number of routes covered and/or mileage over the life of the contract, due to increase or decrease in student population, change in school hours, or any other demographic change. The Proposer may suggest a viable alternative to changes in bus service; however, the District retains the right to make the final determination as to the course of action to follow.

ARTICLE 2.5: Regular Transportation Operation (Base Bid)

2.5.1: This consists of providing daily pupil transportation (grades K-12) with a total of 10 buses to and from the District for the regular academic year (approximately September 1 - June 30). Additional information regarding the Regular Transportation operations can be found in Appendix "C".

ARTICLE 2.6: Miscellaneous Transportation

2.6.1: There will be no other Miscellaneous Transportation needs of the District for transportation for special education programs, athletic events, extra-curricular activities, and field trips in or out of the school district.

ARTICLE 3: BONDING AND PROPOSAL SECURITY

ARTICLE 3.1: Proposal Bond

3.1.1: All proposals shall be accompanied by a proposal bond or irrevocable letter of credit of not less than 10% of the total amount of the annual proposed cost, pledging that the proposer will enter into a contract with the District on the terms stated in its proposal.

ARTICLE 3.2: Retention of Proposal Security

3.2.1: The District will retain the proposal security of proposers until either (a) the contract has been executed and performance bonds have been furnished, if required, or (b) the specified time has elapsed so that the proposals may be withdrawn, or (c) all proposals have been rejected.

ARTICLE 3.3: Requirement of Performance Bond

3.3.1: A 100% performance bond may be required of the successful proposer. The decision to require a performance bond rests in the sole discretion of the District. It shall be written on a form acceptable to the District, and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current dated copy of his/her Power-of-Attorney. The bonding company must be authorized and licensed in New York State.

ARTICLE 3.4: Format of Bond

3.4.1: Unless otherwise specified, the bonds shall be written in a form acceptable to the District.

ARTICLE 3.5: Time of Delivery of Performance Bond

3.5.1: If required, the proposer shall deliver the bond to the District no later than the date of execution of the contract agreement.

ARTICLE 4: CONTRACT

ARTICLE 4.1: Period of Contract

4.1.1: The period of the contracts shall be as follows:

TRANSPORTATION OPERATIONS (BASE BID): 09/01/21-06/30/22

The District may elect to extend this contract awarded in accordance with applicable law.

ARTICLE 4.2: Award of Contract

4.2.1: The issuance of an award of the contract is contingent upon securing an acceptable proposal within the District's discretion and approval of the contract by the Superintendent and the Commissioner of the New York State Department of Education, hereinafter referred to as "Commissioner". The successful proposer shall be required to execute a contract on the appropriate form furnished by the Commissioner, which may contain additional obligations.

4.2.2: The successful proposer agrees to comply with all Federal, State and local laws, rules and regulations which are applicable to its services and obligations under this proposal.

4.2.3: Subcontracting of services will not be allowed. Neither the contract nor any interest therein or payments to be made there under shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the District.

4.2.4: Failure to Furnish Service: If the successful proposer fails to furnish service on the date of commencement of the contract, or should it default in meeting its obligation under said contract for the balance of the contract term or should the successful proposer fail, or be delinquent, in its preparation of the procedures required in meeting the conditions and provision of the specifications in a timely fashion, as determined by the District, then the District shall have the right to declare the successful proposer in default and take whatever steps may be necessary to replace the successful proposer in performing the services required, including asserting a claim against proposer's performance bond. The successful proposer shall be obligated to indemnify the District against any and all damages caused by such default and for all costs and damages suffered by the District in obtaining the services from another party or from its own operations.

4.2.5: All articles in this Request for Proposal and Appendices shall form a part of the contract and the provisions thereof shall be binding upon the parties hereto.

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

## ARTICLE 5: PROPOSALS

### ARTICLE 5.1: Prices

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

5.1.2: All prices and quotations must be in ink or typewritten. 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.

### ARTICLE 5.2: Proposal Documents

5.2.1: Proposers and others may obtain specifications in according with Article 2.3.

5.2.2: Complete sets of specifications shall be used in the preparation of individual proposals. The District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of specifications.

5.2.3: The District, in making copies of the specifications available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

### ARTICLE 5.3:

5.3.1: The proposer shall submit five (5) copies of its proposal addressing all categories identified in the Request for Proposals.

5.3.2: Failure to address all categories and/or requirements of the specifications may result in rejection of the proposal at the District's discretion.

5.3.3: 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 attached certifying agent's authority to bind the proposer in contract.

ARTICLE 5.4: Proposer's Representative

Each proposer by making its proposal represents that:

5.4.1: It has read and understands the specifications and the proposal is made in accordance therewith.

5.4.2: It has visited the District and is familiar with the local conditions under which the work is to be performed.

ARTICLE 5.5: Discussion of Proposals

5.5.1: 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 fall within the competitive range.

5.5.2: Proposals categorized as unacceptable may be returned to the proposer and said proposer will not be allowed to submit supplemental information amending the proposal.

5.5.3: The Assistant Superintendent for Business will review the proposals along with a team of district representatives that will determine the successful contractor.

ARTICLE 6: PROPOSAL CONSIDERATION

ARTICLE 6.1: Proposal Review and Negotiations

6.1.1: Post proposal negotiations may be conducted jointly with representatives of the District and the proposer's representative.

6.1.2: The proposer's representative shall be qualified to answer and give administrative and technical clarification relative to the proposal.

ARTICLE 6.2: Rejection of Proposals and Waiver of Technicalities or Informalities

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

6.2.2: Grounds for rejection of proposals include, but shall not be limited to:

- a. Failure of a proposal to conform to the essential requirements of the specifications.
- b. Failure of a proposal to conform to the delivery or completion established in the specifications.

- c. Submission of a proposal that imposes conditions or qualifications that would modify the terms and conditions of the specifications, or limit the proposer's liability to the District on the contract awarded on the basis of such proposal.
- d. Submission of a proposal determined by the District to be unreasonable as to price.
- e. Submission of a proposal determined not to be from responsible proposers.
- f. Failure of a proposal to meet guarantees, where required in the specifications.

ARTICLE 6.3: Interpretation or Correction of Proposals

6.3.1: Proposers shall promptly notify the District of any ambiguity, inconsistency or error, which it may discover upon examination of the specifications or of the local conditions.

6.3.2: Proposers desiring clarification or interpretation of the specifications shall make a written request to the District at least seven (7) days prior to the closing date for receipt of proposals.

6.3.3: Any interpretation of, or correction, or change to the specifications will be made by addendum, issued by the District. Interpretations of, or 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.

ARTICLE 6.4: Treatment of Proposals:

6.4.1: A contract may be awarded on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with proposers whose proposal falls in the competitive range as defined in the specifications.

ARTICLE 6.5: Modification or Withdrawal of Proposal

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

6.5.2: 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 to the District prior to the closing time designated for receipt of proposals.

6.5.3: Any modification shall be made in a sealed envelope so as not to disclose the contents of the original proposal prior to opening.

6.5.4: Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to proposers.

ARTICLE 6.6: Addenda

6.6.1: Addenda will be mailed or e-mailed to all who are known by the District to have requested and been furnished with specifications.

6.6.2: Copies of addenda will be made available for inspection wherever specifications are on file for that purpose.

6.6.3: Each proposer shall ascertain prior to submitting his/her proposal that he/she has received all addenda issued.

ARTICLE 7: PRICING

ARTICLE 7.1: Pricing

7.1.1: The proposer's price shall include all labor, materials, equipment, supplies, overhead and profit, and all other related costs. Each of the aforesaid items shall be assigned a per unit cost, as appropriate for each contract.

7.1.2: The District reserves the right, prior to an award of contract, to negotiate and/or reject any unit price that is determined by the District to be unreasonable in amount.

7.1.3: The District reserves the right to correct mathematical errors in extensions and additions by the proposer. The District's corrected proposal sum total shall take preference over the proposer's computed proposal sum total.

ARTICLE 8: FACILITIES, EQUIPMENT AND PERSONNEL

8.1: PERSONNEL MATTERS:

8.1.1: All transportation personnel shall be the responsibility of the Contractor and shall be Contractor's employees: All drivers, attendants and mechanics must meet all legal and regulatory requirements for holding their respective positions, and shall in all respects be in compliance with any and all applicable laws, rules, ordinances and regulations.

8.2: VEHICLES:

8.2.1: The average age of the fleet of vehicles used to transport District students shall not exceed six (6) years of age with no vehicle(s) exceeding ten (10) years of age. There must be at least one (1) radio installed on each bus compatible with the District's base units. Proposer shall provide at least two (2) cameras on each bus, crossing gates/arms, and the Geotab (GPS) System compatible with the District's current system.

### 8.3 PROGRAM:

8.3.1: Technical Plan: A technical plan with specific dates must be provided to track the events that will lead up to the first day of service under this contract.

8.3.2: Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted annually.

8.3.3: NYSDOT Records: A current report from the NYSDOT BUSNET computer database must be submitted for the previous three years. If this information is not available, please explain. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

8.3.4: The successful proposer must submit a statement prior to first date of service from the New York State Department of Transportation that the proposer complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract and any extension thereof. This shall especially include the maintenance sections 720.21 and 721 of the New York State Department of Transportation Rules and Regulations.

8.3.5: All equipment used in performance of this contract must meet Federal Motor Vehicle Safety Standard 217.

8.3.6: Fuel: The Proposer shall assume that the District will be purchasing/providing fuel on behalf of the Proposer as a monthly allowance of 7 mpg. If the Proposer does not use all fuel allowable in a given month, the balance will be carried over to the following month. If the Proposer uses more fuel than the monthly allowance in a given month, the negative balance will be carried over to the following month. The District and Proposer will work out a payment arrangement for any remaining balances at the end of the school year to close out the year.

8.3.7: The District shall maintain complete records by vehicle as to fuel usage. Such records shall be shared on a monthly basis with the Proposer.

### ARTICLE 8.4: Management Staff & Operations

8.4.1: District Operating Policies: Contractor shall conform to and abide by the policies, rules and regulations of the District as set out in the present written policies and rules of the District relevant to student transportation, as modified by current practice, as such other future regulations as may be required by the District.

8.4.2: Emergency Closings: The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools.

8.4.3: Accidents: The Contractor shall verbally report any accident while transporting District students immediately after any such occurrence, and provide appropriate written documentation to the District within twenty four (24) hours or when available from the appropriate authorities. Accident reports shall be filed with all appropriate governmental agencies, in accordance with all applicable laws and regulations. The Contractor shall provide to the District copies of all accident reports.

8.4.4: The Contractor must have not less than one (1) operations manager, one (1) dispatcher, and one (1) mechanic, assigned to District bus routes. At least one must be available so that the lines of communication are maintained between the District and the contractor during the times that buses are on their scheduled routes. The operations manager and dispatcher shall meet when requested by District staff to discuss transportation issues. They will meet at a minimum of once per month with District staff to evaluate the performance for that month. Contractor staff shall be professionally dressed while on duty.

8.4.5: The Contractor must provide dispatch personnel at all times during service hours of operations. During late night trips, trips on days when school is closed, and weekend trips the Contractor will provide the District with a supervisor in charge and phone numbers to reach him/her.

8.4.6: ROUTE SCHEDULING: The District creates and reserves the right to approve all routes and schedules, and to change any and all routes, times routes are to be operated, bus stops and other such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the proposal. No route changes are to be made by the Contractor without the permission of the Superintendent or his/her designee. The Superintendent also reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such changes shall be without additional charges.

8.4.7: All drivers shall ensure that a sign, no less than 5"x 7" designating their route, is posted in the second window on the passenger side of their bus prior to the start of their route.

8.4.8: The District will provide all on-site supervision of loading and unloading students on the buses.

8.4.9: The District shall develop a bus line-up plan for each on-campus loading zone for school-to-home transportation. The plan shall provide for buses to be lined up in an assigned order. The plan shall be updated and communicated to the Contractor as needed.

8.4.10: Adherence to pick-up times at a home, intersection, or bus stop is required. Drivers must have a watch available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a student is occasionally late. Habitual student lateness should be reported to the transportation supervisor of the District. Drivers may not change stops without prior written approval from the Superintendent or their designee.

8.4.11: The Contractor shall comply with and fully enforce District directives with respect to student behavior on the bus. Contractor's supervisory personnel shall cooperate with, and establish regular and close communication with, District Principals and other administration as a means to address student behavior problems and parental concerns. Contractor's supervisory personnel shall train and develop bus driving staff to effectively manage safe and appropriate student behavior (including compliance with the Dignity for All Students Act and the District's policy on corporal punishment), to include frequent and effective contact with parents/guardians when behavior problems arise.

8.4.12: As a representative of the District, the Contractor, and all Contractor staff, shall endeavor to maintain positive communication with District residents, to be responsive to concerns and diplomatic in handling conflicts.

8.4.13: At least one member of the Contractor's supervisory staff shall be certified as an NYSED School Bus Driver Instructor. Certifications shall be maintained for the life of all contracts.

8.4.14: All non-driving on-site staff of the Contractor must be fingerprinted and approved under NYSED Commissioner's Regulations. All driving staff and bus attendants must be fingerprinted and approved under Article 19A and Section 1229-d of the NYS Vehicle & Traffic Law. Copies of this documentation must be kept on file in the Business Office.

8.4.15: The successful proposer shall provide the equipment and staff necessary to conduct all mandated school bus safety drills within legal time limits during the year or at the District's request.

ARTICLE 8.5: Drivers & Attendants

8.5.1: The proposer must supply properly certified, qualified New York State school bus drivers and bus attendants. Written certification of all driver training covered shall be provided to the District within seven (7) days upon completion. This includes proof of attendance at the required two refresher courses on bus safety, the additional instructions for drivers of handicapped students, and attendance at a driver training class. The successful proposer shall provide written affirmation to the District no later than three (3) days after the completion of each refresher class.

8.5.2: The successful proposer must submit a copy of the current company policies concerning driver recruitment, training, supervision and performance evaluation and its employee handbook, if any.

8.5.3: The successful proposer must provide a continuing safety education program for school bus drivers, bus attendants and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Copies of such notices shall be provided to the District within seven (7) days of completion. Written certification of all driver training covered shall be provided to the District within seven (7) days of course completion.

8.5.4: All bus drivers and bus attendants must comply with Section 3624 of the State Education law and Sections 156.3 of the Commissioner's Regulations. The successful proposer will also provide proof that all drivers meet the requirements as required in Article 19A of the New York State Department of Motor Vehicles, and the successful proposer must meet all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721.

8.5.5: The successful proposer must maintain a drug-testing program for transportation employees, including, but not limited to, pre-employment, post-accident, for cause and return to duty testing.

8.5.6: Substitute drivers and attendants, complying in all respects with applicable laws and the requirements set down herein, shall be available in a sufficient number to maintain the schedule of services at all times. There must be at least one substitute driver available at all times to ensure a smooth operation.

8.5.7: The successful proposer must provide adequate personnel to supervise drivers at all times during service hours, including in-service road supervision, field surveys, conduct driver interviews and discipline.

8.5.8: All bus drivers and bus attendants shall be subject to annual physical examinations as stated in Section 156.3 of the Commissioner's Regulations (including an annual test for tuberculosis) and continuing approval of the school authorities.

8.5.9: All bus drivers and bus attendants shall be subject to all regulations, imposed by school authorities, which are reasonable and which are intended to safeguard the health and safety of the passengers.

8.5.10: The District is a smoke free campus; as such, smoking is prohibited at any time on any vehicle used to transport District students or on school property.

8.5.11: The successful proposer shall be required to carry out all reasonable requests and instructions of District Administration. Disputes shall be mediated by the Head Bus Driver and/or Assistant Superintendent for Business.

8.5.12: The District shall issue photo identification badges to all transportation staff performing services under the contract. Such badges shall be worn at all times when transporting district students. As representatives of the District, transportation staff shall be professionally dressed at all times while on duty. Dress shall also be in compliance with OSHA safety regulations.

#### ARTICLE 8.6: Liquidated Damages

In view of the difficulty of ascertaining the loss which the District will suffer by reason of default or delay on the part of the successful proposer, the following sum will be imposed as liquidated damages and not by way of penalty, when there has been a breach of contract as specified below.

A rate of one hundred percent (100%) of the daily per vehicle cost per event per day shall be deducted from payment due the contractor for the following:

- A. Each failure to provide a 19A-qualified driver approved by the Superintendent or his/her designee.
- B. Each failure to provide a qualified bus attendant on a route so designated.
- C. Each time a driver changes a designated bus stop without prior written approval of the Head Bus Driver or his/her designee.
- D. Each time a driver fails to wear their photo identification badge while transporting district students.
- E. Each time a driver is found guilty or pleads guilty to committing a moving violation of the New York State Vehicle and Traffic Law while transporting school children under this contract.
- F. Each school day or portion thereof the Contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certification, motor vehicle inspection sticker or expired insurance.

## ARTICLE 9: TAXES AND PAYROLL DEDUCTIONS

### ARTICLE 9.1: Deduction for Taxes

The successful proposer shall be liable for payment of all applicable payroll taxes or deductions required by local and federal law, Social Security, Medicare, and unemployment.

### ARTICLE 9.2: PATIENT PROTECTION AND AFFORDABLE CARE ACT

The successful proposer, as the employer of all personnel that it utilizes in the performance of the contracted services, shall be liable for any and all taxes or penalties under the Patient Protection and Affordable Care act that are assessed or due with respect to the personnel that the successful proposer utilizes in the performance of the contracted services.

## ARTICLE 10: EQUAL EMPLOYMENT AND NON-DISCRIMINATION

### ARTICLE 10.1: General Policy

10.1.1: The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, non-disqualifying disability, marital status, national original, race, sex, veteran status, or any other classification protected under law. The proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, non-disqualifying disability, marital status, national origin, race, sex, veteran status, or any other classification protected under law. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and

selection for training, including apprenticeship. The proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

10.1.2: The successful proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful proposer, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, non-disqualifying disability, marital status, national origin, race, sex, veteran status, or any other classification protected under law.

ARTICLE 11: INSURANCE

11.1: Proposer shall meet or exceed the following insurance requirements for the life of the contract:

	<b>Coverage Type</b>	<b>Policy Limit</b>
<i>Vehicles:</i>		
	Bodily Injury & Property Damage Liability	\$ 1,000,000
	NY "No Fault" PIP	\$ 150,000
	Uninsured Motorists	\$ 1,000,000
	Hired/Non-Owned	\$ 1,000,000
<i>Commercial General Liability (Occurrence Basis Only):</i>		
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 2,000,000
<i>Sexual Abuse/Molestation:</i>		
	Each Occurrence	\$ 1,000,000
	General Aggregate	\$ 2,000,000
<i>Commercial Catastrophe Umbrella Liability:</i>		
	Each Occurrence	\$ 5,000,000
	General Aggregate	\$ 5,000,000
	<i>Worker's Compensation:</i>	Statutory
	<i>NYS Disability Benefits:</i>	Statutory

Special Insurance Requirements:

1. Coverage is to be provided only by New York State authorized insurance companies with a Best's Financial Rating of A- or greater.
2. As respects the above enumerated coverage (except Workers' Compensation and NYS Disability Benefits) the following are to be added as Additional Insured: Frontier Central School District, its Board members, administrators, staff and volunteers. All coverage is to be on a primary, non-contributory basis.
3. Each bidder is to provide a verified, detailed loss print covering the five (5) year period immediately preceding the date of the bid. This loss run is to be acknowledged and verified as true and complete by the respective company's Senior Underwriter. Said loss run is to include

date(s) of loss, type of claim (i.e. Bodily Injury, Property Damage, PIP, Uninsured Motorists, etc.), amounts paid or reserved and whether each claim is open or closed.

4. Subrogation waiver is required in favor of Frontier Central School District, its Board members, administrators, staff and volunteers relative to Workers' Compensation claims.

5. All insurable portions of the New York State Education Law which pertain to student transportation and supervision incidental thereto are to be covered by proposer.

6. Sexual Abuse/Molestation coverage may be incorporated within the Commercial General Liability policy by endorsement or can be a free standing policy. In either event, the Commercial Catastrophe "Umbrella" Liability policy must apply above (in addition to) the Sexual Abuse/Molestation coverage.

7. The Self-Insured Retention amount stated in the Catastrophe "Umbrella" Liability policy cannot exceed \$10,000. First dollar defense is to apply.

8. Transportation contractor is to supply complete evidence of insurance via properly completed certificate(s) of insurance with applicable endorsements attached. These shall be provided to the District's Business Office no later than fifteen (15) business days before the transportation of students begins and is subject to the prior approval of the District's insurance advisor.

#### ARTICLE 12: DEFENSE AND INDEMNIFICATION

12.1: The successful proposer agrees to defend, indemnify and hold harmless the District from any and all claims, suits, liability, damages and expenses (including reasonable attorney fees) which the District, its employees and/or agents, may be subject to, incur, suffer or be required to pay by reason of the intentional or negligent acts, errors or omissions of the proposer, its agents or employees which relate to or arise out of the proposer's services or obligations under this Agreement.

#### ARTICLE 13: FINANCIAL REFERENCES

13.1: Proposers must provide, along with their completed proposals, a certified copy of their most recent certified financial statement.

13.2: A minimum of two financial references must be supplied from an independent commercial institution.

ARTICLE 14: JURISDICTION AND VENUE

14.1: The provisions of this Request for Proposals or any contract subsequently issued to the successful proposer shall be subject to the laws of New York State.

14.2: Any litigation arising from this Request for Proposals or any contract subsequently issued to the successful proposer shall be venued in Erie County, New York State, or if a Federal action, in the Western District of New York.

ARTICLE 15: 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?

- No
- Yes

If yes, please list contracts: \_\_\_\_\_

\_\_\_\_\_

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

- No
- Yes

If yes, please list Surety Company:

\_\_\_\_\_

\_\_\_\_\_

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

- No
- Yes

If yes, please explain: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

SUBMISSION CERTIFICATION

I hereby certify, as an officer of \_\_\_\_\_, that as the proposer for services under these specifications all of the information and material supplied to the District as required by these specifications is complete and true. I further understand that any information that is found to be incomplete or false, or if 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

**APPENDIX A**  
**PROPOSAL FORMS**  
**FOR**  
**STUDENT TRANSPORTION**

Proposals to be received by:

TIME: 2:00pm

DATE: June 15, 2021

PLACE: Frontier Central School District  
Business Office  
5120 Orchard Ave  
Hamburg, New York 14075

**Proposer Information**

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

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

\_\_\_\_\_

City	State	Zip
------	-------	-----

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

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

Email: \_\_\_\_\_

## PROPOSER'S CHECKLIST

This checklist is provided for proposers. Each proposer must insure his/her complete compliance with all requirements of the proposal documents and Section 156.12 of the Regulations of the Commissioner of Education. Compliance with the proposal requirements is the sole responsibility of the proposer.

- \_\_\_\_\_ Proposal Bond
- \_\_\_\_\_ Proof of ability to obtain performance bond
- \_\_\_\_\_ Letter from insurance company guaranteeing appropriate coverage
- \_\_\_\_\_ Responses to previous experience of the proposer in transporting students
- \_\_\_\_\_ Responses to information regarding the transportation company where the principals of the proposer have been an owner or a manager and previous experience
- \_\_\_\_\_ Responses to description of any safety programs implemented by the proposer
- \_\_\_\_\_ Responses to record of accidents in motor vehicles under the control of the proposer
- \_\_\_\_\_ Responses to driving history of employees of the proposer
- \_\_\_\_\_ Proposer must possess and demonstrate knowledge and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The successful proposer shall provide a copy of the NYS DOT BUSNET summary and profile for the past three rating periods with the proposal.
- \_\_\_\_\_ Responses to maintenance schedule of the motor vehicles under the control of the proposer
- \_\_\_\_\_ Responses to financial analysis of the proposer
- \_\_\_\_\_ Responses to proposer's compliance with insurance requirements
- \_\_\_\_\_ Any other information or data the proposer wishes to provide that further shows his/her experience or qualifications and/or ensures that high quality service will be provided to the District
- \_\_\_\_\_ Each form of proposal completed:
  - \_\_\_\_\_ 1. Proposal for REGULAR TRANSPORTATION
  - \_\_\_\_\_ 2. Cost of Performance Bond
  - \_\_\_\_\_ 3. Experience in Pupil Transportation Form
  - \_\_\_\_\_ 4. Conflict of Interest Form
  - \_\_\_\_\_ 5. Non-Collusive Proposal Certification Form
- \_\_\_\_\_ All pages of proposal documents included and initialed
- \_\_\_\_\_ All proposals properly signed
- \_\_\_\_\_ One (1) original and four (4) copies of proposal and related materials

**FORM OF PROPOSAL  
REGULAR TRANSPORTATION OPERATIONS  
(BASE BID)**

DATE: \_\_\_\_\_

Board of Education  
Frontier Central School District  
5120 Orchard Ave  
Hamburg, New York 14075

Attention:

Having carefully examined the specifications within for furnishing labor and materials for furnishing REGULAR TRANSPORTATION OPERATIONS (BASE BID) for the Frontier Central School District, Hamburg, New York, the undersigned: \_\_\_\_\_ CERTIFIES that it has examined and fully comprehends all the enclosed "General Conditions," "Specifications" and "Legal Notice" for the REGULAR TRANSPORTATION OPERATIONS contract for the 2021-22 school year.

PROPOSES to furnish the required Regular Transportation Operations for the amount stated below and pursuant to the terms described on the specifications.

BID:        WITH DISTRICT PROVIDED FUEL

\$ \_\_\_\_\_ Total per bus rate for home-to-school buses (Appendix C)

**APPENDIX B**

**CONFLICT OF INTEREST  
AND  
NON-COLLUSIVE CERTIFICATION**

**CONFLICT OF INTEREST CERTIFICATION**

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

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

That no member of the Board of Education of the Frontier Central School District or any officer or employee or person whose salary is payable as a whole or in part from the treasurer of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits, thereof.

Fourth That said proposer has carefully examined the instruction to proposers, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in the proposal, furnish and deliver at the prices proposed and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this proposal is made.

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

Subscribed and sworn to before

This \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Person, Firm, or Corp.)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Authorized Signature)

## APPENDIX C

### FRONTIER CENTRAL SCHOOL DISTRICT TRANSPORTATION FACT SHEET

Bell Times	School	No. of Buses	Capacity	Aide/Nurse
7:40-3:25, 7:00-3:45, 7:45-3:15, 8:15-3:30	Maritime Charter HS, Maritime Charter MS, Global Concept HS, Global Concept Elem	1	66 C	No
9:00-2:45, 7:30-2:30	Summit Stahl, MidTech	1	12 C (1w/c)	Aide
8:00-2:00	CPC	1	12 C	No
7:30-2:00, 8:00-2:45	Potter Elementary, Old Time Baptist	1	12 C	Aide
7:30-2:27, 8:00-2:20	North Collins HS, North Collins MS	1	30 C	Aide
7:45-2:30, 7:45-2:10, 8:00-2:00. 8:35-2:45	Northtowns Academy, Falk Cambridge, Falk Washington, CHC	1	36 C (2 w/c)	Aide/Nurse
9:00-3:00, 8:30-2:30	Summit Creekside, Autism Services	1	35 C	Aide/Nurse
7:20-2:50, 8:15-2:45	Harkness, Maryvale Intermediate	1	16 C	No
7:25-2:10, 8:00-2:00, 8:30-2:30, 8:10-2:45	Maryvale Binner, Cantalician, Aspire, Gateway	1	35 C (2 w/c)	Aide/Nurse
8:05-2:45, 8:00-2:00	St. Mary's for the Deaf, Edge Academy	1	12 C	No

## APPENDIX D

### Performance Bond Price 2021-22

Name of Proposer \_\_\_\_\_

Address \_\_\_\_\_

City, State \_\_\_\_\_

Cost of Performance Bond as required by the Board of Education pursuant to proposal specification. This proposal is required of all potential contractors.

Price of Performance Bond

2021-22 \_\_\_\_\_

\_\_\_\_\_  
Proposer's Signature

\_\_\_\_\_  
Date

**Attach letter from bonding company.**