REQUEST FOR BID SPECIFICATION AND BID FORMS FOR STUDENT TRANSPORTATION

Marlboro Central School District

Release Date: 11/9/2026

Final Questions: 11/16/2026 5:00 PM

Due Date: 11/19/2026 10:00 AM

Table of Contents

Notice to Bidders 5

Instructions to Bidders 6

Bidders Checklist 8

Bid Submission Binder 9

1. Definition of Terms 10

2. Bid Process and Stipulations 11

2.1 BID PROCEDURES AND REQUIREMENTS....11

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS....13

2.3 INTERPRETATION OF BID DOCUMENTS....15

3. Contracts 17

3.1 Award Period....17

3.2 Contract Pricing....18

3.3 Home-to-School In-District – Contract #1....18

3.4 Field and Sports Trip Transportation – Contract #2....21

3.5 Summer Home-to-School – Contract #3....23

4 Terms 26

5 Guarantees by the Successful Bidder 29

6 Payments 31

7 Savings Clause 32

8 Specifications 33

8.1 SCOPE....33

8.2 MARLBORO CENTRAL SCHOOL DISTRICT REPRESENTATIVE....33

8.3 BID BOND....33

8.4 PERFORMANCE BOND....33

8.5 Insurance: Compliance with Insurance Requirements: 34

8.6 BOOKS AND RECORDS....35

8.7 TERM....35

8.8 CONTRACTOR'S RESPONSIBILITIES 35

8.8.1 Personnel Matters....35

8.8.2 Vehicles 41

8.8.3 Facilities..... 44
8.8.4 Fuel 45
8.8.5 Tolls, Parking Fees, and Meal Reimbursements 45
8.8.6 Transition Plan..... 45
8.8.7 Advertising 46
8.8.8 Public Relations 46
8.9 SAFETY REQUIREMENTS..... 46
8.10 ROUTE SCHEDULING 46
8.11 OPERATING MATTERS 49
8.12 BASE PROGRAM BID 51
8.13 CHANGES IN BASE PROGRAM 51
8.14 COMPLIANCE REQUIREMENTS 51
8.15 CONTRACT 53
9 NON-PERFORMANCE DAMAGES 54
10 Alternates 60
10.1 Performance Bond 60
10.2 Zero Emission Plan and Pricing..... 60
Appendix A: Program Description 61
Appendix B Forms 62
FLEET LIST..... 62
Transportation Report..... 63
Transportation Policies..... 64
Appendix C Agreements & Forms 64
HOLD HARMLESS AGREEMENT..... 65
FINANCIAL INFORMATION COMPLIANCE..... 66
Form of Bid Contract # 1-3 67
ACKNOWLEDGMENT BY BIDDER 69
Pricing Pages - Contract #1 70
Pricing Pages - Contract #2 72
Pricing Pages - Contract #3 74
Alternate 10.2 76

Notice to Bidders

The Board of Education of the Marlboro Central School District hereby invites the submission of sealed Bids from reputable and qualified school bus transportation companies for furnishing student transportation services in the Marlboro Central School District for a five-year period (July 1, 2026 - June 30, 2027, to July 1, 2030 - June 30, 2031). Bid Documents are available on the school website. Bids will be received until 11/19/2026 10:00 AM, at the Marlboro Central School District Business Office located at 21 Milton Turnpike, Suite 100, Milton, NY 12547, at which time all Bids will be publicly opened. Bids will not be accepted that are sent by facsimile or by electronic mail.

Bids will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the Marlboro Central School District Business Office, attention to Suzanne Smith that the Bid has been withdrawn. Five separate and independent Bids shall be submitted for operating programs, one for regular daily Home-to-School transportation; one for School Year Special Needs, Foster care and Homeless; one for the provision of Field and Sports Trips services; one for the provision of Summer Special Needs transportation and out of district placement; and one for Summer Home-to-School transportation services. The District reserve the right to reject any or all bids.

Bidder shall be required to furnish, at their own expense and with the Bid submission, a Bid Bond or certified check in the amount of 10 percent (10%) of the first year calculated gross annual contract amount for the five-year period for each operating Bid being submitted. The surety company issuing the Bid Bond must be rated as an "A" carrier (Excellent) or better in the current edition of A.M. Best's *Insurance Guide*. A single Bid Bond or a certified check can be provided in the total amount of the Bid(s) being submitted.

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

A performance bond in a sum equal to 100% of the annual amount of the operating Contract(s) awarded is being requested as an alternate to the Bid. The Bidder must submit proof of ability to be bonded with the Bid. Proof must be in the form of a consent of surety from a surety company, or an agent authorized to bind the insurance company, guaranteeing coverage consistent with what is specified.

Michael Rydell
Superintendent of Schools
Marlboro Central School District

Instructions to Bidders

1. Inspect carefully all general and special provisions of this Bid document.

2. Provide all information requested and complete the "Bid Certification" and the “Form of Bid” for each Bid. Be sure to sign in all required places and initial each page where indicated. If no Bid is being submitted on one or more of the separate Bids, please so indicate in each space by entering "No Bid" wherever a price is indicated. All spaces must be completed with either a Bid amount or "No Bid" designated.

3. Submit **one (1) original, two (2) hard copies, and one (1) electronic version provided on a flash drive of each Bid, the Excel pricing sheet provided and including this complete document without removing any sheets.** All materials submitted to the District pursuant to this Bid become the property of the District and will not be returned to the Bidder. The Bidder is responsible for making its own copies of any or all parts of this document for its files. No other distribution of the Bid shall be made by the Bidder.

4. Bids must be presented in a sealed opaque envelope or box(es), addressed as follows:

Marlboro Central School District **21 Milton Turnpike, Suite 100** **Milton, New York 12547** **Transportation Bid – 11/19/2026 10:00 AM**

5. Bids will remain firm for a period of 45 days following the date of the opening and shall thereafter remain firm unless the Bidder provides written notice to the Marlboro Central School District Business Office attention to Suzanne Smith Emerson.segara@marlboroschools.org that the Bid has been withdrawn.

6. Bidder must furnish, at its own expense and with the Bid submission, a Bid Bond or certified check payable to the Marlboro Central School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid Bond must be rated as an “A” carrier (Excellent) in the current edition of A.M. Best’s *Insurance Guide*. Proof of the ability to provide the required Performance Bond equal to 100% of the annual operating Contract(s), if so, selected by the District, is also required, and must be submitted with the Bid consistent with the requirements specified herein.

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

7. Unless the roads are closed in the District due to an announced State of Emergency, the Bid opening will be held on the scheduled date and time.

8. Bids will be received until 11/19/2026 10:00 AM, at the Marlboro Central School District located at 21 Milton Turnpike, Suite 100, Milton, NY 12547, at which time all Bids will be publicly opened.

9. Bidders are encouraged to thoroughly check all submissions, as these documents require significant detailed information to support each Bid. It is the Bidder’s responsibility to ensure that all requested information is supplied with the initial Bid. The Marlboro Central School District will reject any late submissions, and the Marlboro Central

School District is not responsible for notifying the Bidder of any missing elements of the Bid.

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

11. Time frame. The following timeline is subject to change by the District:

Event	Date
Issue Request for Bid	11/9/2026
Deadline for final questions	11/16/2026 5:00 PM
Bid Due and Opening	11/19/2026 10:00 AM
Project Start	November 30th 2026

Bidders Checklist

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

1. Bid Bond or Certified Check

2. Most recent State fiscal year copy of the Bidder's Department of Transportation Bus Inspection System Operator Profile for the terminal(s) at which major maintenance functions will be performed for these Contracts.

3. Statement as to whether the Bidder or related entities, or principal(s) of the Bidder, has ever been denied a Performance Bond.

4. Proof of Bondability for Performance Bond Alternate

5. Letter From a New York State licensed Insurance Agent or an Insurance Carrier Guaranteeing Appropriate Coverage

6. Any other information or data the Contractor wishes to provide that further shows its experience or qualifications and/or ensures that the high-quality service will be provided to the District.

7. Vehicle List

8. Hold Harmless Agreement

9. Form of Bid Completed:

    a. Regular Daily Home-to-School

    b. Field and Sports Trips

    c. Summer Transportation

10. Non-Collusive Bid Certification Signed

11. Acknowledgement by Bidder Signed

12. All Pages of Bid Documents Included and all Bid submissions properly signed and initialed

13. One (1) original and two (2) copies of each Bid and related materials

Bid Submission Binder

Each hard copy of the Bid is to be contained in a separate three-ring binder.

Each Bid must adhere to the structure outline (tabs) as follows:

1) Completed, signed, and initialed Bid specifications and addendums (if any).
2) Background information – Resumes; organization chart; references; Company profile; ownership information; loss run data.
3) Facility – Any proposed locations; features; maps; descriptive data; vehicle assignments if more than one location, that is in Ulster County.
4) Financial – lawsuits; judgments; liens; bankruptcy filings; bond denials.
5) Fleet – details of the fleet of vehicles
6) Forms – Financial Information Compliance Form; Hold Harmless Agreement; Non-Collusion Bidding Certification; Acknowledgement by Bidder; Information on Bidder.
7) Insurance and Bonding – Forms; letters; binders; certifications; rating information.
8) Personnel and Safety – Description of driver safety programs; training information; customer service programs; recruitment process.
9) Cost – Form of Bid for each Contract
10) Miscellaneous – Any descriptive information that describes capabilities or value-added services.

1. Definition of Terms

- **Addenda**: written instruments issued by the District, or its agent, prior to the Bid opening deadline which modify or interpret the Bid documents by additions, deletions, clarifications, or corrections.
- **Bid, Bids, or "Proposals:** an offer to furnish materials, services, supplies, and/or equipment in accordance with this Request for Bid, the general conditions, specifications, and other Bid Documents. Throughout this document, "Bid", "Bids", or "Proposal" will be interchangeable.
- **Bidder or Contractor**: any individual, company, or corporation submitting its Bid, and qualified consistent with the Bidder Qualifications section of this document.
- **Bid Documents:** Includes the Notice to Bidders, Instructions to Bidders, all Terms, Conditions, Requirements, and Specifications set forth in this Request for Bid, the Form of Bid forms, all appendices and forms attached hereto, and all Addenda issued prior to the Bid opening deadline.
- **Board:** the Board of Education of the respective School District.
- **Contract:** an agreement duly executed by each District and the Contractor(s) which calls for the transportation of pupils of the District by the Contractor in accordance with all terms, conditions, requirements, and specifications in the Bid, for a price to be paid by the District.
- **Dead Head Mileage**: - Mileage to and from the Contractor's location(s) that is not considered part of the District's bus routes or trips.
- **District or School District:** refers to the Marlboro Central School District
- **Drop and Pick**: A process of having a bus take a trip or team to a destination site and then departing, with the same or another bus returning to the site to pick up the trip or team.
- **He/she, his/her**: When used to refer to the Contractor or employees thereof, it is not gender specific; fully interchangeable with he/she and/or him/her.
- **Home-to-School:** shall refer to AM, mid-day and PM runs used to transport students from home-to-school and school-to-home.
- **Profile:** As used in these specifications, it is the summary of a school bus operator's New York State Department of Transportation Vehicle Inspection System record for a specific time showing the number of school bus inspections made as well as information on the number and the percentage of inspection defects found.
- **School Year:** The number of days for which transportation will be required will be governed by the actual school calendars as adopted by the various Boards including the calendars of all other schools for which the District is responsible for furnishing transportation. The District(s) reserves the right to modify the length of the school year, including increasing or decreasing the number of days of service.
- **Specification:** description of services to be performed by Bidder and School District together with the materials, supplies, and/or equipment that is to be used and maintained together with the conditions for such service and maintenance.
- **Successful Bidder:** any Bidder to whom an award is made by the District

2. Bid Process and Stipulations

2.1 BID PROCEDURES AND REQUIREMENTS

The date and time of Bid opening is given in the Notice to Bidders. *If the District is officially closed on the date scheduled*

for Bid opening due to weather or other emergency conditions, the required submission time, and Bid opening, will be held at the same time on the next business day that the Marlboro Central School District is officially open at the same location. All Bids must be submitted on and in accordance with forms provided by the district and included in this document. All Bids must include, as a minimum, the required information as detailed in these documents, and all bids must be submitted in the format as described in the Instructions to Bidders.

Where so indicated by the makeup of the Bid Form, sums will be expressed in clearly written (ink only) or typed figures. Pencil will not be accepted. Any corrections or changes on the submission forms made by the Bidder should be initialed by the Bidder and must be clear and readable. *Although the Bidder is required to submit their pricing information utilizing the Excel input form provided by the district on a designated flash drive, the printed copy of the pricing pages signed and submitted by the Bidder shall be the official price submission*. Electronic submission will not be accepted. The District reserves the right to interpret figures where clarity of submission requires such action.

Except where specifically noted otherwise, all requested alternates or options will have Bids submitted. A Bidder shall make no stipulations on the Bid Form nor qualify its Bid in any manner. No Bid will be considered which purports to qualify, limit, amend or omit any requirement of the Bid documents. Deviations from these bid documents will not be accepted.

In case of any ambiguity, inconsistency, or error in any of the Bid Documents or of a conflict between the provision of a Bid Document and provisions of a State or Federal Law or Regulation, the Bidder is required to draw such matter to the attention of the District before he/she submits his/her Bid. If the Bidder fails to do so, its Bid will be interpreted by the Board, or its designate, in the Board's sole and absolute discretion, and such interpretation shall be binding on Bidder.

A Bid shall include the legal name of Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Bidder to a Contract. All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy or other copy, or company name may be used in lieu of any required signature. A Bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed. A Bid submitted by an agent shall have a current Power of Attorney attached certifying the agent's authority to bind the Bidder. The Acknowledgement by Bidder form included in this document must be completed and submitted with the Bid including a W-9 form.

Additionally, the name(s) of the principals of the Sole Proprietorship, Partnership, Corporation, or other legal entity shall be provided for all those individuals whose ownership is equal to, or is greater than, ten percent (10%) of the entity. In the case of a publicly traded Corporation, the latest annual report listing all officers shall be provided. If the Bidder operates related companies that may provide services to the District(s) under this bid, information on these firms must be provided.

Bidder's responses to information requested will be used to evaluate each Bidder's capability to provide proper and satisfactory transportation services as required pursuant to this Request for Bid. Upon request of the District, a Bidder who is under consideration for an award of a Contract may be required to submit additional information to support or clarify information previously provided and/or make an oral presentation relative to any or all elements of the Bid.

All information required in the Notice to Bidders, Specifications and Bid Offer, in connection with each item against which a Bid is submitted, must be provided, to constitute a regular Bid. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Any deviations from the conditions and specifications will constitute sufficient grounds for rejection of Bid.

Prices and information required, except signature of Bidder, should be typed or printed for legibility. Illegible or vague Bids may be rejected. All changes on entries submitted by Bidder must be initialed. All signatures must be written. All signatures and initials to be made by authorized company personnel only. Facsimile, printed, or typewritten signatures are not acceptable. No charge will be allowed for federal, state, or municipal sales and excise taxes since the Districts are exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Bidder. Contractor is responsible for sales taxes and any other applicable taxes related to the services provided under the Contract.

Bids received after the time stated in the Notice to Bidders will not be considered and will be returned unopened to the Bidder. The Bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the district. Whether sent by mail or by means of personal delivery, the Bidder assumes responsibility for having his/her Bid deposited on time at the place specified. **HOWEVER, THE DISTRICT RESERVES THE RIGHT TO WAIVE WHAT THEY DEEM TO BE BIDDING OR SPECIFICATION INFORMALITIES RELATING TO A SPECIFIC BID, TO REJECT ANY AND ALL BIDS, TO RE-ADVERTISE AND INVITE NEW BIDS, OR TO ACCEPT THE WHOLE OR A PART OF A BID, OR TO ACCEPT PARTS OF BIDS FROM MORE THAN ONE BIDDER, AS IN THE DISTRICT'S JUDGMENT, IT DEEMS TO BE IN THE BEST INTEREST OF THE DISTRICT.**

The submission of a Bid will be construed to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the Bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with specifications. The submission of a Bid will also mean that the Bidder is fully informed as to the rules, laws, regulations, policies, procedures, and requirements of the Federal Government, the State of New York, and the District, and that the Bidder will fully comply with said rules, laws, regulations, policies, procedures, and requirements.

All Bids must be sealed. They must be submitted in a plain opaque envelope(s), or a sealed box. All Bids must be addressed to appropriately as indicated in the Instruction to Bidders. The Bid envelope or box must be clearly marked Transportation Bid. If more than one envelope or box is being submitted, they must be marked as part of a grouping (i.e. 1 of 3). Also, the date and time of the Bid opening as indicated on the Notice to Bidders must appear on the envelope or box label(s). Facsimile, e-mail, or telephone quotations or amendments will not be accepted at any time. All materials submitted with the Bid will become the property of the Marlboro Central School District and will not be returned.

Freedom of Information Law: The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, §84-90, mandates public access to government records. However, Bids submitted in response to this request for bid may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Bidder's competitive position or constitute a trade secret. Bidders who have a good faith belief that the information submitted in their Bids is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the Bids containing such information by typing in bold face on the top of each page, **THE BIDDER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION**

LAW. The District assumes no liability for disclosure of information so identified, provided that the District have made a good faith legal determination that the information is not protected under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. Should legal action result from the Contractor's request for non-disclosure under the Freedom of Information Law, the Contractor shall either be responsible for the District's legal fees in defending this action, or the Contractor shall defend the denial of the documents.

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

2.2 BIDDER'S CERTIFICATION, REPRESENTATIONS, AND QUALIFICATIONS

Under penalty of perjury the Bidder certifies that:

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

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

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

Upon investigation and evaluation, the District may choose to reject any Bid where the Bidder's stated qualifications are such that the District feel, in their sole and absolute discretion, that the Bidder may not be able to perform the transportation service in a safe and efficient manner. The District shall be the sole interpreters of all information.

Department of Transportation Bus Inspection Information: The Bidder shall submit the most recent State fiscal year copy available from the New York State Department of Transportation of its **New York State Department of Transportation** (DOT) **Bus Inspection System Operator Profile Summary** for the terminal(s) at which the DOT inspections will be made and at which major maintenance functions will be performed for these Contracts. The **Profile** is to include a copy of any accompanying DOT correspondence, the Defect Summary, the Preventive Codes Summary, and the Inspection Summary as well as any other Summary Reports the Department of Transportation provided.

Major functions are defined as those other than day-to-day running repairs generally based upon defects identified through the Driver Vehicle Inspection Report (DVIR). Major functions include preventive maintenance, engine and/or

transmission repairs and overhauling, body repair, any rebuilding of the aforementioned items, and pre-DOT inspections by the Contractor. A qualified Class A (or ASE certified) Mechanic as opposed to a mechanic's assistant or helper ordinarily performs these maintenance services.

The District reserve the right to reject as a responsible Bidder any Bidder whose *DOT Profile* passing rate (for the terminal to provide maintenance services) is 89.9% or less (Out-of- Service rate of 10.1% or higher). If the District should decide to accept as responsible any Bid that falls below this qualifying threshold, the Bidder will be required to submit an action plan to demonstrate a methodology to achieve a 90% or above rate for the maintenance terminal during the first year of the contract in addition to the requirements as detailed in Section 9.15 of the specifications. The acceptability of the terms of the action plan is solely at the discretion of the School(s).

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

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

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

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

References: At least three (3) references are to be provided on the Bid submission form(s). On the Form-of-Bid the references are to be from School Districts, BOCES, agencies, and/or District for whom student transportation services were provided within the last three years.

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

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

Financial and Compliance Information: As Part of its determination of a responsible Bidder, the District reserves the right

to request the following:

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

If requested, this financial information is to be provided within 48 hours and can be provided in a sealed envelope.

The purpose here is to determine whether the Bidder is clearly in a financial position to operate bus contracts of this size. It is the responsibility of the Bidder to provide the financial proof that the company is financially capable of performing these Contracts. If the financial statements do not supply that information, then the Bidder must include other documents that will provide this proof. The District may have the financial data analyzed by their independent auditor or such other financial advisor as determined by the District. If the Bidder cannot provide sufficient information to prove the Bidder has the financial capability to perform this contract, the District have the right to reject the Bid.

All financial statements and qualifying documents must include the actual company/entity submitting the Bid as well as any related or affiliated companies that actively participate in providing any of the transportation services.

Oral Presentation Information: As part of the evaluation of the Bid the District reserve the right to require the Bidder to make an oral presentation relative to the details that comprise the Bid as submitted. This presentation may entail an explanation of the elements that justify the cost basis submitted on the Forms-of- Bid.

The District reserve the right to make a site visit and inspection of any facility(ies) that will be utilized by the Bidder in the performance of this Contract. Additionally, prior to any Contract award, the District have the right to review all driver and attendant/monitor records to ensure compliance with Federal and State laws and regulations. As a part of this review, the District can request a copy of the most recent, and the previous two, reviews from the Department of Motor Vehicles (DMV) to verify that the Contractor's drivers are in conformance with Article 19-A requirements.

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

2.3 INTERPRETATION OF BID DOCUMENTS

No interpretation of the meaning of the specifications or other Contract Document will be made to any Bidder orally. Every request for such interpretation should be made in writing, addressed to Suzanne Smith Director of Business & Finance, Marlboro Central School District, 21 Milton Turnpike, Suite 100, Milton, NY 12547, or sent via email to: Emerson.segara@marlboroschools.org, and must be received no later than 2/10/2026 5:00 PM. However, Bidders are

strongly encouraged to submit questions in writing prior to the Pre-Bid meeting.

Notice of all interpretations and any supplemental instructions will be provided to all Bidders of record by the district in the form of Addenda to the specifications. All addenda so issued shall be posted on the Marlboro Central School District's website and will become a part of the Contract.

Documents. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligations under his/her Bid submitted. All addenda must be submitted with the Bid by the Bidder. It will be the Bidder's responsibility to ensure that they receive any such Addenda.

3. Contracts

3.1 Award Period

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

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

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

The District are requesting Bids for a five year Contract period (July 1, 2026-June 30, 2027; through July 1, 2030-June 30, 2031) for Home-to-School (Regular and Special Needs Out of District Placement), as well as Field and Sports Trips transportation services, and a five year Contract period (2026, through 2030) for Summer Home-to-School and out of district placement transportation services. The Contract(s) may be renewed for future years based upon the then applicable State regulations.

Voter approval is required for multi-year Contracts. The district will be required to obtain voter approval for the multi-year contract award.

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

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

If a five-year Contract is awarded and the successful Bidder does not wish a renewal of the five-year Contract, the Contractor must notify the District by June 30, 2030. Failure to meet this deadline shall obligate the Contractor for a one-year extension of the Contracts if the District should wish such a Contract extension.

Bidders will submit, on the Form of Bids, their prices for operating the transportation program of the District for each of the five years and for each of the Contracts. The District reserve the right to reject any Bid that is not completed as to any year or category. Contract price increases from one year to the next cannot exceed the stipulated 3% as defined above.

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

3.2 Contract Pricing

If a Proposer does not want to bid on a specific contract, "no bid" should be entered in the pricing column where a bid is not being submitted. The program described herein covers various aspects of the transportation program operated by the District.

3.3 Home-to-School In-District – Contract #1

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

The daily usage shall be based upon "live" route times which is defined throughout this specification as from the point of first pick-up to the last point of drop-off for each of the AM and/or PM routes. The 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 or from the Contractor's terminal(s). 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. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Form-of-Bid, at the bus capacities specified for the district. The determination as to length of day for billing purposes shall be made by the District based upon a computerized or actual live route time evaluation.

The District will provide the fuel for the live miles of operation for those vehicles that are dedicated to the District. Fuel will not be provided for any deadhead miles. Should a District use a two or three-tier routing system, in the morning, miles from the drop-off at the first school and the first student pick-up for the second and subsequent District shall be considered live miles and live time for the purpose of providing fuel. In the afternoon, miles between the last student drop-off from the first school and the pick-up at the second and subsequent District shall also be considered live miles.

The regularly scheduled Home-to-School AM and PM transportation program of the District is shown in Appendix "A", Program Descriptions, of these specifications. Buses within this contract category provide a variety of services including but not limited to home-to-school-to home runs, transfers from private/parochial locations or between school buildings, field trips, and late buses.

For the Home-to-School routes (full-sized buses), the District will pay for a minimum of two (2) daily live hours for the total of the AM and PM runs.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the District. Dedicated buses under this contract can also be used for special education routes at the determination of the District.

All route times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (two (2) hours, three (3) hours, or four (4) hours) based upon the rates submitted for the full day buses. Half day buses would be billed at 50% of the two hour rate unless the actual time exceeded the 1.5 hour level. In that case, the bus would be billed at the actual rate with a guarantee of two hours.

Route times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex., 2 hours and five minutes would be paid for 2.00 hours while 2 hours and 25 minutes would be rounded to 2.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate the rate for 2.25 hours, the 2 hour rate would be subtracted from the 3 hour rate with the resulting difference divided by 4 and then added to the two hour rate. (If the 2 hour rate is $200, and the 3 hour rate is $240, the difference is $40 which would be divided by 4 to arrive at $10 which would make the rate for a 2.25 hour bus to be $210.) Times in excess of the 4 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Times in excess of the four (4) hours per day rate for the full-day buses would be based upon the Excess Hourly Rate charge as described herein. The Excess Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is operated for four (4) live hours and 20 minutes, it will be paid at the four (4) live hour rate plus a quarter of the Excess Hourly rate. If a run operates for 4 hours and 40 minutes, it will be paid at four hours plus three-quarters of the Excess Live Hourly Rate.

Periodically, the District may request additional routes which are not immediately attached (within one-half [1/2] hour) to AM and PM routes. Examples of these non-attached routes can include late routes and/or shuttle route services. (“Shuttle” routes shall include the short movement of students within the District boundaries and during the school day.) These separated routes will be paid for the length of time that they operate, plus the time between the scheduled AM and PM routes will be considered live time (30 minutes or less).

The District may operate some limited mid-day runs, and some late runs. These runs will be guaranteed one hour of service and will be billed at the Excess Hourly Rate. Any live time in excess of one hour will be billed in quarter hour segments rounded to the nearest quarter hour.

Throughout the year the District requires early dismissals or late arrivals at District locations, and/or private/parochial District. In these instances, there may be times when buses are required to operate on a “split” schedule for dismissals. In those instances, if a dismissal occurs that is more than 30 minutes from the regular afternoon dismissal time, the early dismissal will be guaranteed 1.0 hours of time for payment purposes, and the regular dismissal will be guaranteed 1.0 hours of time for payment purposes. If the early dismissal is within 30 minutes of the normal dismissal time, the early dismissal will be added to the PM run time and paid on the daily rate schedule for that day based on the length of day by bus type.

There will be instances when buses are required to operate on days when the District is closed. These would be scheduled calendar days for the non-District locations. In those cases, the Contractor will be required to provide the necessary vehicles and the billing to the District shall be adjusted to reflect the actual bus usage.

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

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

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

If unusual bus usage situations should occur that are not envisioned in the above pricing examples, the District and the Contractor shall discuss the appropriate billing charge prior to the initiation of the service. Should the Contractor fail to bring this situation to the attention of the District prior to performing the service, the District reserves the right to determine the most appropriate method of reimbursing the Contractor. Should the School District or the City experience an emergency which requires the movement of students or residents, the Contractor shall provide, to the best of its ability, the vehicles and drivers to meet the emergency need. The rate for reimbursement of costs incurred by the Contractor shall be based on the Excess Hourly Rate for the appropriate vehicle size.

There may be circumstances where the District requires a bus 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 as mandated by the District. The attendants 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 aide is assigned to. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

However, the District reserves the right to assign its own bus or van attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor's buses. In these instances the District will be responsible for payment and no additional charge will be accepted from the contractor.

For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required, the program profiles shown in Appendix "A" will be utilized as the basis for calculating the annual cost for the five-year Contract period for the Home-to-School Contract – Contract #1. The prices submitted on "Form of Bid" will be multiplied by the appropriate category on the program profiles for each Contract year. The school year will be based upon 180 days. The aggregate total cost of the five years will be considered the Bid cost. The program profile in Appendix "A" is not intended to represent accurately the current needs of the District but is intended for Bid calculation and Bond valuation purposes only.

CONTRACT #1 - HOME-TO-SCHOOL								
	3 Hours	3.5 Hours	4 Hours	4.5 Hours	5 Hours	5.5 Hours	6 Hours	Excess
65/66 Passenger		4	9	5	2	1		1
20 Passenger		2	9	1		1		
15 Passenger +1W/C								
7 Passenger		1	6	2	5			
Monitor	1		8	2	2			

Bidders should note that they are requested to signify on Form-of-Bid #1 their interest in accepting an award for the provision of the Home-to-School transportation program only if they are not awarded the Field and Sports Trips Contract (Contract #2), and/or the Summer Home-to-School Contract (Contract #3)). This would apply to each combination of districts.

3.4 Field and Sports Trip Transportation – Contract #2

The District will not be providing fuel for Field and Sports Trips.

The Contract for the Field and Sports Trips Program will be awarded for a five-year Contract period (July 1, 2026 - June 30, 2031), subject to voter approval.

Bidder will submit, on the Form-of-Bid, their price for operating the Field and Sports Trips Program. The District is requesting pricing for Field and Sports trips based upon a rate per hour. Driving time is for round trip live time from the point of departure in the District to the point of drop- off in the District. It does not include deadhead time from/to the Contractor's terminal. Layover or waiting time is time at the Field Trip or Sports Event Site. Rates are based on the time of day with separate pricing requested for During Day and After School.

In no case shall the driving or waiting rate per hour exceed 70% of the hourly rate calculated based on the home-to-school contract – 4-hour rate - for a similarly sized vehicle. For example, if the four-hour rate for a full-sized bus is $400 per day, the field and sports trip rate per hour cannot exceed $70 ($400/4 x 70%). The calculated hourly rate shown above is a maximum rate and the Bidder is encouraged to submit their most competitive rate as the submitted rate will be used to calculate the lowest responsible bid if the submitted rate does not exceed the calculated rate. If necessary, the District reserves the right to adjust any proposed field and sports trip rate to this calculated amount should the proposer enter an hourly rate that exceeds this calculated amount.

All invoices for Field and Sports Trips will include a trip verification form which will be supplied by the District. Upon completion of the trip, the form is to be signed by the District's staff person on the trip to verify the driver hours.The contractor will provide a sample form that the district must approve before utilization.

The frequency and type of Field and Sports Trips typically varies each year depending on several factors, including but not limited to, voter approval of funding, budget considerations, athletic schedules, and program needs. Some or all services envisioned under these Contracts may be funded by contributions or non-District fees. In some cases, organizations supporting the District may utilize the services under the contract terms and conditions and prices with invoicing from the Contractor submitted directly to the organization. The District cannot, and does not, make any representations on the annual frequency of trips.

For field or sports trips that are considered "in-District", the District will guarantee one (1) hour of billing at the driving time rate. For field or sports trips that are "out-of-District", there will be a minimum of two (2) hours of billing at the driving time rate. For the purposes of billing by the hour, trip times will be invoiced in one-quarter hour segments for both driving and waiting time, rounded to the nearest quarter hour. For example, a trip of 2 hours and 10 minutes would be billed at a rate of 2.25 times the hourly rate as stipulated in the Form of Bid.

Field trip pricing will be differentiated based upon the time of day. Prices are being requested for trips that occur during the school day, and for trips that occur after the PM runs or on non-school days.

The District may conduct some "drop and pick" field or sports trips. These are only to be done at the specific request of the District. Should a "drop and pick' be requested, the Contractor would be reimbursed for all necessary tolls, both

during the live runs and deadhead runs. Additionally, driving time will be based upon the scheduled time for departure in the District to return to the same point in the District. For the "pick-up" portion of the trip, the time will be from the origination point in the District to the pick-up point and back to the originating school location. For "drop and pick" runs, the driving time paid will be total driving time for both sections of the run with the total driving time being at least one hour of driving time.

For certain Field and Sports Trips, the District is requesting a rate per hour for the Contractor to supply a trained bus attendant/monitor as mandated by the District. The attendants/monitors will be paid for the same time as that which is paid for the Field and Sports Trip (driving time plus waiting time) when the bus attendant/monitor services are required. After the first hour, payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

The district reserves the right to assign their own bus or van attendants/monitors, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor's buses. The district will be responsible for these costs.

For the purposes of calculating the Bid award only, and determining the level of Bid Bond required, the program profile shown in Appendix "A" will be utilized as the basis for calculating the annual cost for the five-year Contract period. The figures included in the program profiles are for Bid cost calculation purposes only, and do not necessarily reflect the actual or proposed needs of the District(s). The lowest cost Bid will be the aggregate total cost of this calculation for the five-year period.

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

In the event that transportation scheduled for Field and/or Sports Trip does not arrive at District pick-up site to transport students, is late arriving at the pick-up site, or late arriving at the trip site due to factors within the control of the Contractor, then the Contractor shall pay the District the missed/late trip damage found in Section 9.13 of these specifications plus any expenses the students incurred due to the non-arrival or lateness (ex., payment for any entrance fees, payment for officials, fines, reimbursements for admissions to events if the lateness prohibits admission, limits time at the event or program, etc.).

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

CONTRACT #2 - FIELD & SPORTS TRIPS			
In-District			
Capacity	Driving Hours	Waiting Hours	Miles over 25
65/66 Passenger	240	15	
20 Passenger	3	2	
15 Passenger +1W/C			
Monitor	3	2	

Bidder's Initials: _____

Out-of-District			
Capacity	Driving Hours	Waiting Hours	Miles over 25
65/66 Passenger	685	800	7250
20 Passenger	15	20	350
15 Passenger +1W/C			0
Monitor	5	5	

Bidders should note that they are requested to signify on Form of Bid their interest in accepting an award for the provision of field and sports trips only (if they are not awarded the Home-to-School contract #1, the Summer or the Summer Home-to-School Contract #3). This would apply to each contract combination.

3.5 Summer Home-to-School – Contract #3

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

The daily usage shall be based upon "live" route times which is defined throughout this specification as from the point of first pick-up to the last point of drop-off for each of the AM and/or PM routes. The 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 or from the Contractor's terminal(s). 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. Charges from the Contractor will be based upon the actual vehicle usage at the prices shown on the Form-of-Bid. The determination as to length of day for billing purposes shall be made by the District based upon a computerized or actual live route time evaluation.

The District will provide the fuel for the live miles of operation for those vehicles that are dedicated to the District. Fuel will not be provided for any deadhead miles. The regularly scheduled Summer Home-to-School AM and PM transportation program of the District is shown in Appendix "A", Program Descriptions, of these specifications. For the Home-to-School routes (full-sized buses), the District will pay for a minimum of two (2) daily live hours for the total of the AM and PM runs.

Buses can be used for any combination of in-School District and out-of-School District routes as determined by the District. Dedicated buses under this contract can also be used for special education routes at the determination of the District.

All route times shall be determined by the District. The total time for the day shall determine the pricing level for that bus (two (2) hours, three (3) hours, or four (4) hours) based upon the rates submitted for the full day buses. Half day buses would be billed at 50% of the two-hour rate unless the actual time exceeded the 1 -hour level. In that case, the bus would be billed at the actual rate with a guarantee of two hours.

Route times that exceed the number of hours shown will be rounded to the nearest quarter hour (ex., 2 hours and five minutes would be paid for 2.00 hours while 2 hours and 25 minutes would be rounded to 2.5 hours). Quarter hour rates would be calculated by subtracting the lower hourly rate from the next highest hour rate, and then dividing the difference by 4 to arrive at a quarter hour rate which would then be added to lower hourly rate. For example, to calculate

the rate for 2.25 hours, the 2-hour rate would be subtracted from the 3 hour rate with the resulting difference divided by 4 and then added to the two hour rate. (If the 2-hour rate is $200, and the 3 hour rate is $240, the difference is $40 which would be divided by 4 to arrive at $10 which would make the rate for a 2.25 hour bus to be $210.) Times in excess of the 4 hours per day rate would be based upon the Excess Hourly Rate charge as described herein.

Times in excess of the four (4) hours per day rate for the full-day buses would be based upon the Excess Hourly Rate charge as described herein. The Excess Hourly Rate will be paid in 15 minute segments rounded to the nearest quarter hour. In other words, if a route is operated for four (4) live hours and 20 minutes, it will be paid at the four (4) live hour rate plus a quarter of the Excess Hourly rate. If a run operates for 4 hours and 40 minutes, it will be paid at four hours plus three-quarters of the Excess Live Hourly Rate.

A live morning route shall begin at the point of the first student pick-up and shall end at the last drop-off point (school) for the morning route schedule. A similar pattern will exist for afternoon routes (live route time begins at the first school arrival as determined by the District to the last student drop-off point on the last route in the afternoon schedule). All live route times shall be determined by the District. The total live time for the day shall determine the pricing level for that vehicle.

Periodically, the District may request additional routes which are not immediately attached (within one-half [1/2] hour) to AM and PM routes. Examples of these non-attached routes can include late routes and/or shuttle route services. (“Shuttle” routes shall include the short movement of students within the District boundaries and during the school day.) These separated routes will be paid for the length of time that they operate, plus the time between the scheduled AM and PM routes will be considered live time.

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

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

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

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

There may be circumstances where the District requires a bus 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 as mandated by the District. The

attendants 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 aide is assigned to. Payment will be made in quarter hour segments, rounded to the nearest quarter hour. A Bid for this category must be included on the Bid document for a Bid to be considered by the District.

However, the District reserves the right to assign its own bus or van attendants, a nurse, or other responsible adult to provide assistance and/or supervision on a need basis. The Contractor will cooperate with the District in facilitating the placement of these District assigned people on the Contractor's buses.

For the purposes of calculating the Bid award(s) only, and determining the level of the Bid Bond required, the program profiles shown in Appendix "A" will be utilized as the basis for calculating the annual cost for the five year Contract period for the Summer Home-to-School Contract – Contract #3, for the Marlboro Central School District. The prices submitted on "Form of Bid" will be multiplied by the appropriate category on the program profiles for each Contract year. The summer session will be based upon 20 days. The aggregate total cost of the five years will be considered the Bid cost. The program profile in Appendix "A" is not intended to represent accurately the current needs of the District but is intended for Bid calculation and Bond valuation purposes only.

CONTRACT #3 - SUMMER HOME-TO-SCHOOL								
	3 Hours	3.5 Hours	4 Hours	4.5 Hours	5 Hours	5.5 Hours	6 Hours	Excess
65/66 Passenger		2	4	2	1			
20 Passenger		1	4	1				
15 Passenger +1W/C		1						
7 Passenger		1	2	1	1			
Monitor	1		3	1	2			

Bidders should note that they are requested to signify on Form-of-Bid their interest in accepting an award for the provision of the Summer Home-to-School transportation program only (if they are not awarded the School Year Home-to-School Contract #1, the Field and Sports Trips Contract (Contract #2). This applies to each contract combination.

No cash discount may be offered or quoted by any Bidder. If two or more Bidders submit identical bids as to price, the decision of the District to award a Contract to one such Bidder shall be final.

4 Terms

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

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

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

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

It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, subcontract, or otherwise dispose of the Contract or its right, title, or interest herein, or its power to execute such Contract, or any part thereof to any person, company or corporation, without the previous written consent of the District. It is understood that a stock ownership changes in the successful Contractor’s firm (if a corporation) that exceeds 50% of the outstanding stock is considered a material change to the contract and the District has the right to terminate the contract at the end of the school year in which the stock ownership change occurs. The successful Contractor is required to inform the District in a timely manner, in writing, of any such ownership changes. Failure to comply with this provision may be considered a default of this contract by the Contractor and the District retains all rights to remedy this default as detailed in these specifications or as allowed under applicable laws and regulations.

The General Conditions, Specifications, Notice to Bidders, and Addenda attached hereto shall form a part of this Contract and the provisions thereof shall be binding upon the parties hereto. The term "Contract Documents" shall include all the aforesaid together with the Contract itself. By submission of its bid, successful Bidder accepts all terms in the Contract Documents. In the event any written agreements entered between the District and successful Bidder after the awarding of the Bid contain terms inconsistent with Contract Documents, the Contract Documents shall govern.

Bidder’s Initials: _____

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

It is understood that the Contract in no way excludes the District from using its own vehicles, drivers or bus aides, or services provided by/through other Districts, BOCES, agencies, or in any way limits the District from using other Contractors in performing similar or other services.

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

No action or failure to act on the part of the District to enforce its rights or remedies under the Contract shall constitute a waiver of any right or remedy to which the District is entitled, nor shall such action or failure to act on the part of the District waive any duty on the part of the Contractor to perform under the Contract nor shall such action or failure to act constitute approval of or acquiescence in any breach hereunder, except as may be specifically agreed in writing.

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

Education Law 2-d Compliance:

A. Protection of Confidential Data. The successful Bidder shall provide its services in a manner which protects Student Data (as defined by 8 NYCRR § 121.1(q)) and Teacher or Principal Data (as defined by 8 NYCRR § 121.1(r)) (hereinafter “Confidential Data”) in accordance with the requirements articulated under Federal, State and local laws and regulations, including but not limited to the foregoing:

(a) The successful Bidder will adopt technologies, safeguards and practices that align with the NIST Cybersecurity Framework.

(b) The successful Bidder will comply with the School District Data Security and Privacy Policy, Education Law § 2-d, and 8 NYCRR § 121.

(c) The successful Bidder will limit internal access to personally identifiable information to only those employees or subcontractors that need access to provide the contracted services.

(d) The successful Bidder will not use the personally identifiable information for any purpose not explicitly authorized in the Contract.

(e) The successful Bidder will not disclose any personally identifiable information to any other party without the prior written consent of the parent or eligible student, unless otherwise authorized pursuant to applicable law.

(f) The successful Bidder will maintain reasonable administrative, technical and physical safeguards to protect the security, confidentiality and integrity of personally identifiable information in its custody.

Bidder’s Initials: _____

(g) The successful Bidder will use encryption to protect personally identifiable information in its custody while in motion or at rest.

(h) The successful Bidder will not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or facilitate its use or disclosure by any other party for any marketing or commercial purpose or permit another party to do so.

(i) In the event the successful Bidder engages a subcontractor to perform its contractual obligations, the data protection obligations imposed on the successful Bidder shall apply to the subcontractor.

B. Data Breach. If Confidential Data is accessed or obtained by an unauthorized individual, the successful Bidder shall provide notification to the District without unreasonable delay and not more than seven (7) calendar days after the discovery of such breach. The successful Bidder shall follow the following process:

The security breach notification shall be titled "Notice of Data Breach," shall be clear, concise, use language that is plain and easy to understand, and to the extent available, shall include: a brief description of the breach or unauthorized release; the dates of the incident and the date of discovery; a description of the types of Confidential Data affected; an estimate of the number of records affected; a brief description of the successful Bidder's investigation or plan to investigate; and contact information for representatives who can assist the District with additional questions.

The successful Bidder shall also prepare a statement for parents and eligible students which provides information under the following categories: "What Happened," "What Information Was Involved," "What We Are Doing," "What You Can Do," and "For More Information."

Where a breach or unauthorized release of Confidential Data is attributed to the successful Bidder, and/or a subcontractor or affiliate of the successful Bidder, successful Bidder shall pay for or promptly reimburse the District for the cost of notification to parents and eligible students of the breach.

The successful Bidder shall cooperate with the School District and law enforcement to protect the integrity of investigations into the breach or unauthorized release of Confidential Data.

The successful Bidder further acknowledges and agrees to have a written incident response plan that is consistent with industry standards and Federal and State laws for responding to a data breach, breach of security, privacy incident or unauthorized acquisition or use of Confidential Data or any portion thereof. A copy of this plan should be submitted as part of the bid submission.

5 Guarantees by the Successful Bidder

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

The Bidders should note that information about the current routes is included in Appendix "A", and a good faith estimate of required services for the July 1, 2026-June 30, 2027, school year, and the summer of 2026, has been provided in Appendix "A". Changes in circumstances can occur due to, but not limited to, enrollment changes, school schedule changes, District employee Contract changes, and traffic and construction demands. The successful Bidder guarantees that it will be able to accommodate a variety of changes over the life of the Contract and provide additional vehicles as "adds", reduce vehicles as "deletes", or modify daily usage schedules, as needed according to the prices awarded in the Bid.

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

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

The successful Bidder warrants and guarantees:

- That Bidder is financially solvent, and the Bidder is experienced in and competent to perform the type of work and to furnish the materials, supplies, and equipment to be performed or furnished by it.
- That Bidder shall procure and maintain solely at its own expense Worker's Compensation and New York State Disability Insurance for all of its employees engaged in the performance of the proposed Contract. Certificates of Insurance will be submitted to the District Business Office no later than 30 days before the commencement of each year's service.
- That it will comply with Federal and State Fair Labor Standards Act minimum wage standards set by law as well as the Patient Protection and Affordable Care Act (PPACA) as to all of its employees while they are engaged in work under any Contract between the Contractor and the District.
- That it will comply with the United States Occupational Safety and Health Act ("OSHA") and the "Toxic Substances Act" ("Right To Know Act") with respect to all operations or activities on District premises, and all other Federal, State, or local laws, rules or regulations concerning the handling and disposal of toxic or hazardous substances and wastes.
- The Bidder will not discriminate against any employee or applicant for employment because of race, creed, color, religion, sex, age, national origin, age, disability, sexual orientation, military status, veteran status, domestic violence victim status, marital status, or other status protected by law. Such action shall be taken with reference but not limited to: recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training. The Contractor agrees to post in conspicuous

places, available to employees and applicants for employment, notices setting forth provisions of this nondiscrimination clause.

- The Contractor will state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will be afforded equal employment opportunities without discrimination based on race, color, creed, religion, national origin, political affiliation, sex, sexual orientation, age, marital status, military status, veteran status, disability or domestic violence victim status or other status protected by law.
- The Contractor will cause the foregoing provisions to be inserted in all sub-Contracts for any work covered by this Contract so that such provisions will be binding upon each sub-Contractor, provided that the noted provisions shall not apply to Contracts or sub-Contracts for standard commercial supplies or raw materials.
- That Bidder will comply solely at its own expense with all Federal provisions for drug and alcohol testing and be responsible for any and all fines related thereto, and that it will comply with the Drug and Alcohol Testing Policy of the District. In particular, the District requires that bus drivers be required to submit to a drug/alcohol test if an accident occurs those results in any person being transported to a hospital, or if a vehicle is required to be towed, or if there is $1,000 or more in estimated damages. This requirement is for the protection of the District, the Contractor, and the Driver.
- The successful Bidder will comply with all other applicable Federal, State, and/or local laws, rules, and regulations, and the policies and procedures of the District.
- All Bidders shall be expected to understand and have knowledge of all statutes, Federal and State, including Commissioner of Education Regulations, regarding transportation of students, and in particular, special needs students, and to have taken those statutes and regulations into consideration in making their Bid.
- That in the performance of this contract, Contractor is an independent contractor, the School District being interested only in having the bus transportation services performed. For all purposes of this contract, all bus drivers, aides and others engaged by Contractor for the performance of this contract shall be considered employees of Contractor and not the District, unless otherwise specifically designated by the District. In certain instances, the District may employ nurses or aides directly (or through a contract with an outside agency), and the Contractor will facilitate their travel and work on the buses.

6 Payments

The acceptance by the Contractor of the final payment shall release the District of all liability to the Contractor for all things done or furnished in connection with this work and for every act and neglect of the District and others relating to or arising out of this work. Payments of any claim shall not preclude the District from making claim for adjustment on any item found not to have been in accordance with Contract Documents. The District also reserves the right to withhold payment of any charges for work that it did not approve, and/or that it believes are in violation of this contract.

The District may withhold from the Contractor so much of the payment due it as may in the judgment of the District be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The District shall have the right to apply such withheld payments to any claims or to secure such protection as it deems necessary. Such application of said money shall be deemed payments for the account of the Contractor.

Any Contract(s) awarded hereunder shall be contingent upon appropriation by the voters of funds sufficient to meet the District's operating costs, as budgeted by the Board for each fiscal year. If the voters shall fail or refuse to appropriate the funds deemed necessary by the Board, or if anticipated revenues of the District from Federal and State sources are reduced, the District reserves the right to cancel the Contract(s) upon fifteen (15) calendar days written notice without further liability to the Contractor(s).

Payments for services rendered under the provisions of a Contract awarded hereunder shall be made upon receipt of a proper itemized invoice. Such payments shall be made monthly on the basis of services already rendered. District and Contractor shall meet prior to the commencement of services to develop an invoice form or electronic format and supporting detail to meet the needs of the District, including a requirement for multiple copies of the invoices. At the District's option, an automated invoicing format may be developed, and the Contractor agrees to submit the invoices utilizing the electronic format. At a minimum, the invoice shall include details on the number of vehicles utilized, by vehicle category, on a daily basis. Such payments shall be made monthly on the basis of the number of buses required, and or students transported, at the service levels required by the transportation program. No payment will be made for spare buses unless used in actual service for additional routes. The number of buses paid for are those buses that the District has approved for daily routes, special routes, or field and sports trips. No payment will be made for buses that are scheduled to operate but that fail to provide services due to mechanical problems, driver shortages, weather conditions, State or federal government mandated closures, or similar operating issues that are deemed by the District to be within the control of the Contractor. All invoices for services rendered must be submitted within 30 days of providing said services. Delayed billing is not acceptable and will not be honored by the District. The Contractor(s) shall maintain records during the term of the Contract(s) 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 and detail contained in these specifications.

7 Savings Clause

Except for payment obligations for services actually rendered hereunder, neither the District nor the successful Bidder 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 not be liable to pay for services not rendered by the successful Bidder due to a Force Majeure event. The District shall also have the right to terminate the agreement with the successful Bidder immediately upon written notice of any Force Majeure event and shall not be liable for payment under such agreement upon termination.

8 Specifications

8.1 SCOPE

These specifications are intended to provide for school bus services for the safe transportation of students for the Marlboro Central School District. The July 1, 2026-June 30, 2031, transportation program of the Marlboro Central School District is defined and described at Appendix "A" annexed to these specifications. Each Bidder must inform itself fully as to the conditions relative to the fulfillment of the Contract(s) Bid. Additional information can be ascertained at the pre-Bid meeting.

It should be noted that the Special Education and Private/Parochial transportation program typically varies each year based upon a number of factors, including but not limited to, classroom locations, placements, and student requests.

8.2 MARLBORO CENTRAL SCHOOL DISTRICT REPRESENTATIVE

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

8.3 BID BOND

Bidder will be required to furnish, at its expense, a Bid Bond or certified check payable to the Marlboro Central School District in the amount of ten percent (10%) of the first year calculated gross annual contract amount for the five-year contract for each operating Bid submitted. The surety company issuing the Bid Bond must be rated as an "A" carrier (Excellent) or better in the current edition of A.M. Best's *Insurance Guide*. A single bond or certified check representing the total of all contracts being bid is acceptable.

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

8.4 PERFORMANCE BOND

The District is requiring the provision of a Performance Bond as an alternate to this bid as detailed in Section 10.1. The Contractor shall furnish the annual cost of providing a performance bond in an amount equal to 100 percent (100%) of the estimated annual contract(s) to guarantee the faithful performance of the Contract(s). *The price sheet allows the entry for the Performance Bond cost either as an annual dollar amount, or as a percentage (%) of the calculated cost of the bid*. A single bond covering the total of all contracts is permissible. Such performance bond shall be maintained in full force and effect until the Contract has been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York, must be satisfactory to the Board, and must be rated in A.M. Best's *Insurance Guide* as a "secured carrier" with a rating of "A-" or higher. The performance bond shall be furnished to the District at least 30 days before the initiation of contract service, and a renewal bond shall be provided to the District at least 30 days prior to each subsequent contract year. Failure to submit the required annual bond may result in termination of this Contract at the sole discretion of the District. **Proof of bondability must be submitted with the Bid.**

A determination on the acceptance of the Performance Bond ultimately rests solely with the District. The Performance Bond or other security must be submitted on an annual basis. Failure to renew the Bond for each succeeding contract year shall be a default by the Contractor.

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

8.5 Insurance: Compliance with Insurance Requirements:

8.5.1 Notwithstanding any terms, conditions, or provisions, in any other writing between the parties, the transportation contractor hereby agrees to effectuate the naming of the District as an Additional Insured on the transportation contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

8.5.2 The policy naming the District as an Additional Insured shall:

8.5.2.1 Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to

conduct business in New York State. A New York licensed and admitted insurer is strongly preferred. The decision to accept non-licensed and non-admitted carriers lies exclusively with the District and may create significant vulnerability and costs for the District.

8.5.2.2 State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in the favor of the District.

8.5.2.3 Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

8.5.3 The certificate of insurance must describe the services provided by the transportation contractor that are covered by the liability policies.

At the District's/BOCES' request, the transportation contractor shall provide a copy of the declaration page of the liability and umbrella/excess policies with a list of endorsements and forms. If requested, the transportation contractor will provide a copy of the policy endorsements and forms.

8.5.4 The transportation contractor agrees to indemnify the District for applicable deductibles and self-insured retentions.

8.5.5 Minimum Required Insurance:

Commercial General Liability Insurance

$5,000,000 per Occurrence/ $5,000,000 Aggregate

$2,000,000 Products and Completed Operations

$1,000,000 Personal and Advertising Injury

$1,000,000 Sexual Misconduct and Assault

$100,000 Fire Damage

$10,000 Medical Expense

State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

Automobile Liability

$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles. Workers' Compensation and NYS Disability Insurance

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

8.5.6 The Transportation contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract. The transportation contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.

8.6 BOOKS AND RECORDS

The Contractor shall consent and agree to audits of any and all financial records relating to the proposed Contract by the Department of Audit and Control as required by § 3625 of the Education Law. In addition to this statutory requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract may be examined at a mutually agreeable time by duly authorized representatives of the Marlboro Central School District, and all records shall be kept for a minimum of three (3) years following expiration of the Contract. The Contractor shall also allow School District representatives proper access to garage facilities, maintenance records and buses for purposes of review and inspection.

8.7 TERM

8.7.1 Upon voter approval, the term of the Home-to-School and Field and Sports Trips Contracts shall be for a five-year period (July 1, 2026 - June 30, 2031). The Summer Contract shall be for a five-year period (2026 - 2030).

8.7.2 In the event the multi-year Contract(s) is/are not approved by the voters, the Bid submitted by the lowest five-year priced Contractor for the first year (July 1, 2026 - June 30, 2027) will be awarded by the Marlboro Central School District as a one-year Contract.

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

8.8 CONTRACTOR'S RESPONSIBILITIES

8.8.1 Personnel Matters

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

8.8.1.1 It is recognized that for the protection of the children, drivers, attendants/monitors, and all other personnel coming in contact with the children must be of stable personality and of the highest moral character. The School District places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or be

an attendant/monitor, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or be an attendant/monitor who is not physically and/or emotionally capable of performing the essential functions of their job, with or without reasonable accommodation. No person who is serving a sentence in a penal or correctional institution shall be employed or work under this Contract.

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

Should drivers be utilized who are not assigned to the Marlboro Central School District program on a regular basis, said driver(s) must be reported to the District prior to their providing services in the District. All drivers providing services to the District must be approved for service by the Superintendent of District pursuant to State regulations. No drivers may be utilized “from another terminal” without the District’s approval.

The Board reserves the right, in the exercise of its sound discretion, to reject drivers or attendants/monitors, or to direct that they be replaced, without being limited to considerations of health and driving records. Such drivers or attendants/monitors shall be removed from the routes immediately upon notice from the Board to the Contractor. The Board also reserves the right to directly employ certain attendants/monitors, or to contract with an agency for certain nursing services, to provide specialized services or medical support to individual students.

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

The Terminal Manager shall meet with the District upon request but no less than once per month during the school year to review operations and to discuss service options or issues.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Terminal Manager position. Should a change in employment occur during the term of the contract, the District shall be notified, and the District reserves the right to interview and approve/disapprove of any candidate.

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

8.8.1.3.2 The Terminal Manager or his/her designee may not be an assigned bus driver or a functioning mechanic. The Terminal Manager must be located at the transportation facility servicing the District and must be a full-time position.

8.8.1.4 Dispatcher(s): A "Dispatcher" function shall exist within the terminal with said position staffed from 6:00 am to 4:30 pm on days when the school transportation system is in operation. The person(s) serving in this capacity shall be trained in the assignment of buses and drivers, the use of radio systems, effective communications with parents and District staff members, and such other areas as may be necessary to effectuate the coordinated and efficient provision of transportation services.

The Dispatcher(s) shall serve at a designated telephone number to answer calls concerning daily service, including missed service and late pickups or drop-offs. Said Dispatcher will maintain contact with the District until the last student is off the last bus and the Dispatcher notifies the District that all of the students have been delivered to the designated drop-off point. The Contractor shall be responsible for maintaining services and facilities each day until the District is so notified. 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 District runs are scheduled to operate.

The Contractor must provide a cell phone for the terminal for use during any power outages. The cost of all phone services shall be the responsibility of the Contractor.

The Dispatcher(s) shall not serve as an assigned or scheduled route driver, or perform maintenance functions, during their scheduled dispatching times. At no time during normal route operating times shall the Terminal be without a Terminal Manager and/or Dispatcher on-site. In the event that emergencies require that the Dispatcher substitute on a route, advanced notice must be provided to the District.

The District reserves the right to interview and approve/disapprove of any person to be assigned to the Dispatcher position. Should a change in employment occur during the term of the contract, the District shall be notified, and the District reserves the right to interview and approve/disapprove of any candidate.

8.8.1.5 Safety Supervisor: The Contractor shall provide safety and driver training to the staff serving the District through a safety supervisor. This position does not need to be full-time dedicated to the Marlboro Central School District but must be allocated sufficient time to reasonably perform training, road checks, and training of the staff members serving the District. It is expected and required that the Safety Supervisor allocate more time to the Marlboro Central School District operations when new and inexperienced drivers are being utilized, including supplemental training and road observations. The Safety Supervisor must submit written reports to the District, at least quarterly, on all driver training programs, including new hires and existing drivers.

8.8.1.6 Other Employees: The above detailed employees shall be provided by the Contractor as a minimum in order to provide the quality of services expected by the District. It is the Contractor's responsibility to determine what additional employees may be required to meet the program needs.

Staffing levels in the terminal may vary depending on the operating procedures of the Contractor. Therefore, the Bidder is requested to provide a detailed explanation of their proposed terminal staffing with their Bid. The District will utilize this information as a part of the Bid evaluation process. The District reserves the right to discuss changes to the proposed staffing pattern prior to the award of any contract

As part of the proposed staffing description, please describe the projected allocation of time that each individual will dedicate to the District operations. Contact information can be based on a specified frequency (i.e. daily meetings; monthly; etc.), or a percentage (%) of their overall work schedule. The intent of this mandate is to provide the District with a detailed understanding of responsibilities and accountability relative to the District's transportation program.

Details on the terminal staffing shall be included in Section #8 of the Bid binder.

8.8.1.7 All drivers and attendants/monitors provided by the Contractor pursuant to the Contract shall be properly dressed. The Contractor shall submit their proposed dress code to the District for the District's review and approval, with said approval not unreasonably withheld. These same employees shall be expected to maintain a positive attitude about their work and shall endeavor to represent the Contractor and the Marlboro Central School District in a positive way.

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

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

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

All drivers must be reviewed by the Contractor's Article 19-A Examiner at the Contractor's expense after thirty (30) operating days of initial employment. Reports must be filed with the District, at least quarterly, on all 19-A reviews.

The District reserves the right to provide specialized training with the cost of said training borne by the District, with associated wages for the attendees paid by the Contractor. The Contractor agrees to fully cooperate in the provision of this training. Any training required by regulation or law shall be the responsibility of the Contractor with the cost of said training borne by the Contractor.

All drivers and attendant/monitors are expected to attend up to 4 meetings per year, one hour each, for the purposes of driver training. The Contractor is responsible for wages associated with attending this mandatory supplemental training. Failure of the drivers or aides to attend these programs may result in the District removing the driver or aide approvals for providing services to the District. The Contractor shall follow District policies and procedures relative to safety training as defined in this section.

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

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

Each driver and attendant/monitor performing services pursuant to the Contract must undergo the physical examinations required by Section 156.3 (b)(3) of the Regulations of the Commissioner of Education and the record of these physical examinations shall be in writing on the forms prescribed by the Commissioner. The costs of such examinations shall be paid by the Contractor. All information which can be legally shared with the School District shall be provided as part of the required driver files provided for both new employees and annually for existing employees. The costs of such examinations shall be paid by the Contractor. The School District reserves the rights to have its doctor examine anyone providing service under this Contract with the cost of such examination at School District expense. Nothing in this section shall be construed to require the Contractor to provide any information, or perform any tests, that would be contrary to any Local, State or Federal regulations or laws.

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

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

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

8.8.1.13 The Contractor shall at all times have stand-by drivers and stand-by attendants/monitors in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of stand-by drivers shall not be less than two (2), and the number of standby attendants/monitors shall not be less than one (1). These drivers and attendants/monitors cannot be used for any other purpose without the prior express permission of the School District.

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

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

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

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

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

If requested by the District, the driver will enforce the District's request for assigned seating on the bus. The District will work with the Contractor and driver to develop the seating chart, and the driver will implement and enforce this requirement.

8.8.1.16 Students shall be discharged pursuant to District policy. The Contractor shall be responsible for the safety of the students from the time the student enters the vehicle to the time that the student is properly discharged from the vehicle. No pre-kindergarten through grade 1 children are to be released without supervision. If there is no one to meet the student at the bus stop, the student is to be kept on the bus and dispatch is to be notified IMMEDIATELY.

8.8.1.17 No alcoholic beverages or intoxicants may be brought to or consumed upon the School District's premises or buses utilized pursuant to the Contract by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, intoxicants, or prescription drugs. Additionally, neither weapons nor smoking are allowed on the buses or on school property. The Contractor is required to inform fully its employees of this provision. Alcoholic beverages may not be available or consumed at the bus terminal. The Marlboro Central School District has a "drug free zone" policy on school property.

8.8.1.18 Each driver and attendant/monitor will remain aboard his or her assigned bus at all times that pupils are aboard said bus and while waiting at the designated area(s) to disembark/embark pupils. Each driver shall be informed of, and comply with, the District's "no-idling" policy while providing services to the District.

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

Under no circumstances shall a driver allow an unauthorized person to enter or ride the bus, including parents, unauthorized students, non-assigned employees, or children of the driver. The District is the sole authority to approve additional personnel to ride the bus.

8.8.1.20 The Contractor must provide a private telephone number to allow the Marlboro Central School District immediate and direct access to the bus terminal. The Contractor is required to provide a fax machine in the

bus terminal and provide said number to the School District. Additionally, the Contractor is required to have access to Internet communications and regularly check its e-mail address that the Contractor will supply to the School District.

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

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

8.8.1.22 The Contractor must supply a sufficient number of trained mechanics to meet the DOT inspection goals as detailed in these specifications. The Contractor is responsible for providing all necessary training to ensure that the maintenance staff is capable and efficient in the maintenance of the vehicles utilized under the terms of this Contract. A trained mechanic dedicated to this position must be on duty when the school buses are operating the regularly scheduled Home-to-School (including late routes).

8.8.1.23 The Contractor will have access to the Internet, and the Contractor is responsible for the training necessary to allow the Contractor's employees to maximize the use of this resource. The Contractor will have email accounts assigned and they shall be checked regularly by the Terminal personnel. The Contractor must ensure that the terminal has sufficient computer equipment to allow the use of common word processing and spread sheet programs. In order to facilitate communications with the District in similar formats, the use of Microsoft Word and Excel are strongly recommended. Additionally, pursuant to requirements of Section 8.9, the terminal is required to have access to the routing software. The Contractor is responsible for any internet costs, related computer equipment, and staff training, and the Contractor is responsible for ensuring that said computer equipment is of sufficient capacity to efficiently operate the required software.

8.8.2 Vehicles

8.8.2.1 It shall be the responsibility of the Contractor to provide enough school buses, with sufficient capacities to meet adequately the needs of the Marlboro Central School District. All vehicles will have valid New York Department of Transportation operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this Contract, and to ensure the proper cleanliness of the buses. Additionally, the Contractor is responsible for having in place a system to secure the entry to the buses to prevent rodents or animals from entering the buses while parked under the care of the Contractor.

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

used to fulfill the spare bus capacity of specialized vehicles (i.e., a 35-passenger bus can fulfill the requirement for a 22 passenger; a 15 passenger + 3 w/c can fulfill the requirement for a 9 passenger + 3 w/c).

Based on current vehicle usage and program requirements, the District projects the following vehicles being required for the 2026-27 school year:

66/65 passenger buses – 22
20/22 Passenger – 14
15 Passenger + 1 W/C – 1
7 Passenger – 11

The Marlboro Central School District requires the following fleet age profile:
65/66 passenger buses: 6-year average age for the entire large bus fleet with no bus older than 10 years
20 passenger or smaller buses/vehicles: 4-year average age with no regularly scheduled route bus or spare bus older than 8 years.
To meet the athletic program needs of the District, the Contractor providing services under Contract #2 must provide a minimum of two (2) full-sized buses and drivers on a daily basis at 3:00 pm. The undercarriage storage buses identified above must be scheduled to allow their use on the mandated 3:00 athletic runs.

Failure to maintain the stipulated age requirements during the contract life shall be considered a default under the Contract. Vehicle age is determined by subtracting the chassis year of the vehicle from the year of the contract (calculated on September 1st of each year). For example, a bus with a 2019 chassis year, at the beginning of this contract period (7/1/26) would be considered 5 years old. Vehicle ages will be calculated each contract year and the Contractor will provide the District with a detailed fleet listing at the beginning of each school year stipulating that they meet this age criteria.

If a used bus is placed in service during the term of the contract, the District reserves the right to inspect and approve said vehicle. The District's approval will not be unreasonably withheld. Any used bus placed in service must maintain the fleet age profile as detailed herein, including any temporary buses provided by another Contractor location. Additionally, the District must be provided specific information on bus numbers, capacity, and age of any temporary vehicles providing services to the District.

Buses shall include the following features as a minimum:

8.8.2.1.1 All vehicles are to be equipped with digital video and sound recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event; the ability to record vehicle information such as speed, turn signals, stop arm signals, braking, etc.; image downloading; and a removable hard disk storage capacity of at least 60 GB. The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

The use of this equipment shall be in conformance with Marlboro Central School District policy. The District shall have immediate access to the video output, upon request. Immediate access shall be defined as within one hour of the District's request, and access shall be furnished through internet communication or other media

transfer mechanisms. Access to video output is of paramount importance to the District, and access is occasionally required as part of student discipline or criminal investigations. If camera equipment is not operational, in addition to the liquidated damages detailed in Section 9 of these specifications, the District reserves the right to assess the Contractor with the cost of any legal fees required due to the failure of the Contractor's camera equipment.

A minimum of four video cameras and sound recording equipment, one in the front and one in the rear of the bus and another looking at the door where students enter, are required in each 30 passenger and larger bus. Any new vehicle with a capacity of 10-20 students or larger, placed into service in the District during the term of this contract, shall have a minimum of two cameras. Any new vehicle with a capacity of 9 students or less, placed into service in the District during the term of this contract, shall have a minimum of one camera.

The Contractor shall include in their bid package, in Section #5 (Fleet), specific information about the camera system that will be provided. The District envisions a camera system similar to the Seon Trooper TL2/TL4 Digital Video System, or an equivalent. Alternate systems will be considered that are equal to the Seon specifications as determined by the District.

8.8.2.1.2 "Child Check Mate" (or equivalent) child check system is to be installed on all vehicles dedicated to the Marlboro Central School District.

8.8.2.1.3 Two-way radios of at least 30-watt capacity, business band sufficient to reach all vehicles in operation from the most distant point of the Marlboro Central School District to the dispatching station, which shall be always maintained in operable condition by the Contractor. No vehicles shall be operated outside the Marlboro Central School District boundaries without an operating two-way means of communication. All vehicles that transport disabled/special needs children, and travel outside of the radio coverage area, shall be equipped with cellular or digital telephones at no additional cost to the Marlboro Central School District. These cellular or digital telephones shall be operated consistent with State laws.

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

8.8.2.1.5 All buses must meet industry standard drawstring tests.

8.8.2.1.6 All vehicles must be equipped with a Global Positioning System (GPS) system that will integrate with the required routing software, and which will provide the District with access to the GPS data at the District's offices. The Bidder will provide a detailed narrative on the system, and collateral materials which describe the system, provider, and features. The GPS system must be able to provide the District with specific times for house or school pick-up or drop off occurrences. Included in the GPS system would be the necessary software module(s) to allow integration into the routing software. The Contractor would be responsible for providing this software to the District.

8.8.2.2 Full sized buses shall be a minimum of 65-student passenger capacity.

8.8.2.3 Special education vehicles must accommodate any "special" needs of students at the expense of the Bidder. This includes air conditioning if required by the student's Individual Educational Plan (IEP).

8.8.2.4 The Superintendent or his/her designee reserves the right to reject buses to be used under this Contract. In the event of rejection, the Contractor will be fully responsible for replacing those rejected vehicles.

8.8.2.5 Contractors are required to provide with their Bid, on Appendix B, the make, model, year, fuel type, and student seating capacity of each vehicle to be used in fulfilling this Contract. The Marlboro Central School District reserves the right to inspect all vehicles prior to any Contract award, and during the term of the Contract. If vehicles are to be purchased to fulfill this Contract, a letter from the sales agent or vehicle distributor as to vehicle(s) descriptions and timely availability must be enclosed with the Bid. Documentation as to financial approvals or Company financial resources available to purchase the required vehicles must be enclosed with the Bid.

8.8.2.6 No later than 30 days from receipt but not later than August 15th, of each year of the Contract, the Contractor shall submit to the District the then current copy of its New York State Department of Transportation (DOT) **Bus Inspection System Operator Profile** for the terminal(s) from which it is operating this Contract. In addition to any accompanying correspondence from the Department of Transportation, the copy shall be of the State's reporting period, April 1st to March 31st, and show the Defect Summary, the Preventative Codes Summary, and the Inspection Summary as well as any other Summary Reports that the Department of Transportation may provide in the future.

8.8.2.6.1 The District reserves the right to request periodically that the Contractor provide more current **Profiles** if the current **Profile** is not satisfactory to the Marlboro Central School District. It also reserves the right to request current and past Department of Transportation MC300 inspection report forms for vehicles in service to the Marlboro Central School District.

8.8.2.6.2 **Profiles** that are not acceptable and can subject the Contractor to a requirement for a corrective action plan, non-performance damages, or cancellation of this Contract are those that have an Out-of-Service (OOS) rate of 10.1% or higher (Passing rate of 89.9% or lower).

8.8.3 Facilities

8.8.3.1 It shall be the responsibility of the Contractor to provide adequate repair, maintenance, parking, and DOT inspection facilities for vehicles in the operation of the Contract. The "Park Out" of buses overnight is specifically prohibited unless the Contractor shall submit to the District a detailed program for driver observation and vehicle security that meets the approval of the District. The approval of said detailed program shall be the sole responsibility of the District.

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

8.8.3.3 If the Bidder does not currently have control and use of a facility to serve this Contract, proper documentation to demonstrate future control of a proposed facility must be provided. If the proposed facility will be rented or leased from

a third party, the name, address, and telephone number of the owner or lessor shall be provided, and the Marlboro Central School District reserves the right to verify the facility representations made by the Bidder.

Proof of a signed lease must exist within 15 days following the acceptance of the Transition Plan by the Marlboro Central School District. Failure to provide information on a facility is grounds for not awarding the Contract.

8.8.4 Fuel

8.8.4.1 The Contractor, will be required to provide the fuel necessary for the operation Field and Sports Trips Contract (Contract #2).

Should this contract be renewed after the initial five-year term, the District reserves the right to modify the fuel allowance levels should fuel standards change by 10% or more from those in place as of July 1, 2026.

The Contractor agrees to furnish pumps and tanks for the safe storage of the fuel. The Contractor shall maintain Hazardous Materials Storage insurance coverage in the amount of $2,000,000 per occurrence (claim) and $2,000,000 aggregate including products and completed operations, which names the District as an additional insured. The Marlboro Central School District and the State Education Department may require verification of the storage and use of fuel as herein provided.

In the instance that the contractor utilizes an electric vehicle to transport student the contractor will be responsible for the cost of the electricity for charging purposes.

8.8.5 Tolls, Parking Fees, and Meal Reimbursements

The cost of tolls and parking fees incurred by the Contractor for Field and Sports Trips will **NOT** be reimbursed by the School District. The School District will not reimburse the Contractor for any meals for drivers, attendants or monitors for Field and Sports Trips.

8.8.6 Transition Plan

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

The Transition Plan must include, at a minimum, a plan for securing and establishing a terminal if the Bidder does not have one within Ulster County; hiring of personnel; securing vehicles; installation of fuel tank(s), and the procedures and timeline(s) for the continuation of the existing transportation program. If a terminal is needed, a lease must be secured within 15 days following the District's approval of the Transition Plan.

Should the existing contractor be the successful Bidder, the Contractor will be required to submit a Transition Plan demonstrating how they will accomplish and incorporate the changes contained in this new specification, including any District-selected alternate(s). Failure to provide a satisfactory Transition Plan within 15 days after being notified that it is eligible for the Contract(s), may cause the Contractor to forfeit its eligibility for the Contract(s).

The Transition Plan will contain information including items to be completed, manner and time of completion, and performance indicators to ensure all items are appropriately addressed. While the Marlboro Central School District will provide whatever assistance it can, the responsibility for the development and implementation of the Transition Plan will rest fully with the Bidder.

8.8.7 Advertising

Buses used to transport students shall not display any advertisement, political or otherwise, either inside or outside of the vehicle without the expressed written prior consent of the School District. Should the District approve advertising on or in the vehicles providing services pursuant to this contract, the District shall receive 60% of the net profits from the advertising as verified by an independent accounting firm.

8.8.8 Public Relations

The Contractor will cooperate with the School District in maintaining a quality public relations program with the parents, community, and news media so that any pertinent items affecting the transportation program, can be brought to the attention of the public.

8.9 SAFETY REQUIREMENTS

School transportation vehicles must be always operated by capable and competent personnel at safe and reasonable rates of speed. The Marlboro Central School District reserves the right to require 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 (except special education students who may have specialized loading requirements), and at no time are pupils to be transported off the public highways, except in compliance with the specific direction of the Marlboro Central School District.

8.10 ROUTE SCHEDULING

8.10.1 Route scheduling will be performed by the Contractor with the approval of each route by the District. The District reserves the right to determine the acceptability of merging District students with students from other districts on the out-of-district runs.

All routes shall be consistent with District Policy and practice, and they shall be designed to maximize efficiency and minimize costs to the District. The routing information provided to the Contractor by the District shall include, but not be limited to, ridership lists by bus, grade, and school; driver directions; and route maps. Route information shall be provided in a timely fashion.

In order to evaluate the effectiveness of the routes, the District requires that the Contractor perform a ridership audit (count) every day for the first four weeks of the school year, and three additional weeks during the school year on a schedule determined by the District. The forms for the count, and the reporting of the data, shall be suggested by the Contractor and must be approved by the District.

8.10.2 The Marlboro Central School District also reserves the right to notify the Contractor of changes of the starting and dismissal time of a school or District, and services required by such changes shall be without incremental charges except those consistent with the pricing schedule detailed herein.

8.10.3 Both parties to the Contract agree to cooperate in revising the routes specified herein to improve service, operating efficiencies or economy. No route changes or bus stop locations are to be made by the Contractor without the prior written permission of the District's Transportation Supervisor or his/her designee.

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

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

8.10.4 If GPS is in use, in order to maximize the effectiveness of a GPS system, the Contractor(s) shall continually provide the District with updated asset assignments to routes to allow the District to determine the Students shall be delivered to their respective District before the start of school, and vehicles must be at their designated parking areas before the end of school. Arrival and departure times may be modified by the Marlboro Central School District.

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

8.10.5 The number of days for which transportation will be required during the regular school year will be governed by the actual school calendar as adopted by the Marlboro Central School District's Board of Education including the calendars of all other District for which the Marlboro Central School District is responsible for furnishing transportation.

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

8.10.6 It is understood that on those days that Marlboro Central School District are closed and the non-public District or BOCES locations to which Marlboro Central School District are transported are open, the Contractor will be required to furnish any required transportation to those non-public or BOCES District.

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

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

Bidder's Initials: _____

8.10.7 Each bus used under this Contract will display the proper route designation when on scheduled routes or trips. The route designations will be securely attached to vehicles in locations approved by the Transportation Supervisor or his/her designee.

8.10.8 The Contractor will be responsible for furnishing transportation to all District and locations as required by the Marlboro Central School District.

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

8.10.9.1 Marlboro Central School District-wide early dismissals when required.

8.10.9.2 Early dismissals or late arrivals as per calendars provided by the Marlboro Central School District, including during the month of September and late activity schedules as per published schedule.

8.10.9.3 Comparable transportation from BOCES and all non-public District covered by this Contract on days when the Marlboro Central School District has other than regular dismissals

8.10.9.4 Early dismissals or late arrivals of any and all District for parent conferences, special events, emergencies, etc. specific vehicle providing services on each route.

8.10.9.5 Comparable transportation for special education locations on days when the Marlboro Central School District are closed for any reason and the special education locations are open

8.10.9.6 Dismissal as required during January and June examination weeks in the high school and the middle school.

8.10.9.7 Dismissal as required during June examination week at the middle and the elementary District of the Marlboro Central School District as well as all non-public District to which transportation is provided under the Contract.

8.10.10 The Contractor will provide mileage, ridership audits, and any other additional information such as information for Medicaid reimbursement and information to determine the non-allowable pupil decimal in a complete and a timely manner as deemed necessary by the Marlboro Central School District. This information is to be provided without charge to the Marlboro Central School District. Failure to meet this requirement will cause the Marlboro Central School District to initiate the liquidated damages provided under Section 9.13 of these specifications.

8.10.11 TRIAL ROUTES

At a time established by the Marlboro Central School District within two (2) weeks prior to the first day of service under the Contract, each regular driver will make at least one (1) trial a.m. and p.m. route to include all stops assigned on the route. The Contractor will identify any routes where there is an indication of an inability to perform regularly to schedule and to serve safely the pupils, and the Contractor shall advise the Marlboro Central School District of the same. Contractor must provide written verification of this trial route process to the Marlboro Central School District no later than September 1st of each Contract year. **Trial routes must be operated during the typical AM and PM times in order to replicate common traffic issues and challenges**. **Trial runs must be operated by the driver using their actual assigned vehicle, or a vehicle with similar capacity and features. Operating trial runs using a personal auto is not**

acceptable. The cost of providing these mandated trial routes shall be at no additional charge to the Marlboro Central School District and no billing for these routes shall occur.

8.11 OPERATING MATTERS

8.11.1 Accidents: In the event of any accident involving the operation of a school bus in service to the Marlboro Central School District, the Superintendent or his/her designee is to be notified immediately, and the Marlboro Central School District accident procedures are to be followed. The appropriate agencies shall be notified promptly by telephone as soon as possible thereafter, and written reports suitable for filing with the Department of Transportation, the Department of Motor Vehicles, and the State Education Department shall be prepared by the Contractor. Copies shall be forwarded to the Marlboro Central School District. For all accidents, a copy of the Department of Motor Vehicles form, MV 104F, "Accident Report for School Vehicles," must be completed, and a copy forwarded to the Marlboro Central School District no later than three (3) business days after the occurrence along with a copy of any of the Contractor's internal forms, written statements, and all records pertaining to the event. The District requires that any driver involved in an accident where any person is transported to a hospital, any vehicle is towed, or any vehicle incurs an estimated $1,000 in damages be immediately submitted for drug/alcohol testing. The Contractor is responsible for instituting this protocol, and the results are to be shared with the District consistent with any regulatory privacy requirements.

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

The Marlboro Central School District reserves the right to have a driver involved in what it deems a preventable accident removed from service to the Marlboro Central School District and complete an approved retraining program prior to returning to service. The cost of the retaining, including any cost for the continuation of the driver on the Contractor's payroll during this non driving time, shall be borne by the Contractor. 8.11.2 Driver Training and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, and any requirements of the Department of Transportation or the Department of Motor Vehicles. The cost of such instruction shall be paid by the Contractor. Additionally, drivers assigned to vehicles with automated lift systems shall receive training on the proper, safe use of the systems. Drivers shall also receive training on the proper methods of securing each type of wheelchair transported under these Contracts.

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

8.11.3 Driver's Vehicle Inspection Reports: Each bus driver shall be responsible for completing a daily report, or DVIR form, each day that includes the mechanical condition of the bus and their pre-trip verification. Said forms are to be kept on file by the Contractor and made available to the Transportation Supervisor or his/her designee as requested.

8.11.4 Emergency Bus Drill: The Contractor shall be responsible for providing practice and instruction with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. Drills shall also include instruction in safe boarding and exiting procedures with specific

emphasis on when and how to approach, board, disembark, and move away from the bus after disembarking. Each drill shall emphasize specific hazards encountered by children during snow, ice, rain, and other inclement weather including, but not limited to, poor driver visibility, reduced vehicular control, and reduced hearing. All such drills shall include instruction in the importance of orderly conduct by all school bus passengers with specific emphasis given to student discipline rules and regulations promulgated by the Marlboro Central School District.

Such drills shall be held at such times and in such fashion as may be required by law or regulation. The Contractor shall, when requested, provide buses and drivers for student emergency bus safety drill instruction, according to State Education Department regulations, as well as new student bus safety orientation held in late summer or early fall. Such services shall be provided at no additional cost to the Marlboro Central School District.

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

8.11.6 Non- Marlboro Central School District Students: Subject to Law and Commissioner's Regulations, only those children, adults or other person(s) authorized by the Marlboro Central School District to be transported shall be transported under the Contract. The Contractor shall agree to secure the prior written approval of the Marlboro Central School District before agreeing to undertake the transportation of pupils for other districts, District, or individuals in conjunction with the trips specified in this Contract, and to furnish the Marlboro Central School District with copies of each such related Contract with another school, district, or individual for such transportation. The Marlboro Central School District reserves the right to assign students from other districts to buses/routes. Should such assignment result in increased route time as defined herein, the Contractor shall be compensated upon the approval of the Marlboro Central School District, according to the prices submitted in this Bid.

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

8.11.7 Rights to Property: As a condition of this Contract, the Contractor agrees to allow Marlboro Central School District Administrative personnel or their authorized representative(s) on any leased or owned property connected with the service provided to the Marlboro Central School District for the purpose of inspection or transportation program review at any time. Furthermore, it is agreed that if it is deemed necessary by the District, due to inadequate service or poor performance, dispatch or management personnel may be supplied by the Marlboro Central School District to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract. The cost of such personnel will be deducted from payments due the Contractor. The Contractor shall also make the garage terminal available for inspection of equipment by District personnel.

8.11.8 Marlboro Central School District Operating Policies: Contractor shall conform to and abide by the policies, rules, and regulations of the Marlboro Central School District as set out in the present written policies and rules of the Marlboro Central School District, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Marlboro Central School District. See Board Policy on the district website.

8.11.9 Marlboro Central School District Property: In fulfilling the obligations of the Contract(s), care must be exercised by the Contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the Marlboro Central School District. The Contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the Contractor or its employees.

8.11.10 Student Discipline Matters: In the event of any student discipline matter involving Marlboro Central School District students, the Contractor shall immediately notify the District in the manner as prescribed by District policy and procedure. The Contractor shall follow the discipline operating procedures as defined by the District. At the present time the District is utilizing SchoolTool and the Contractor shall participate in this program with all reports filed within 24 hours.

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

8.12 BASE PROGRAM BID

The Base Program Bid for the Transportation Contracts shall be for a Transportation Program for the September 1, 2025-June 30, 2026, school year consisting of regularly scheduled services like those as described in Appendix "A".

8.13 CHANGES IN BASE PROGRAM

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

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

8.14 COMPLIANCE REQUIREMENTS

8.14.1 COMPLIANCE WITH TITLE IX REGULATIONS In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Marlboro Central School District requires any person,

organization, group or other entity with which it Contracts, sub-Contracts, or otherwise arranges to provide services or benefits (including Bids) to comply fully with Title IX.

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

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

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

8.14.3 Section 103-a of the General Municipal Law. Grounds for cancellation of Contract by municipal corporations and fire districts. A clause shall be inserted in all specifications or Contracts made or awarded by a municipal corporation or any public department, agency or official thereof on or after the first day of September 2001, or by a fire district or any agency or official thereof on or after the first day of September 2001, for work or services performed or to be performed, or goods sold or to be sold, to provide that

(1) upon the refusal of a person, when called before a grand jury, head of a state department, temporary state commission or other state agency, the organized crime task force in the department of law, head of a city department, or other agency, which is empowered to compel the attendance or witnesses and examine them under oath, to testify in an investigation concerning any transaction or Contract had with the state, any political subdivision thereof or of a public authority, to sign a waiver of immunity against subsequent criminal prosecution or to answer any relevant question concerning such transaction or Contract,

(2) such person, and any firm, partnership or corporation of which he is a member, partner, director or officer shall be disqualified from thereafter selling to or submitting bids to or receiving awards from or entering into any Contracts with any municipal corporation or fire district, or any public department, agency or official thereof, for goods, work or services, for a period of three years after such refusal, and to provide also that

(3) any and all Contracts made with any municipal corporation or any public department, agency or official thereof on or after the first day of August 2001 by such person, and by any firm, partnership, or corporation or which he is a member, partner, director or officer may be cancelled or terminated by the municipal corporation or fire district without incurring any penalty or damages on account of such cancellation or termination, but any monies owing by the municipal corporation or fire district for goods delivered or work done prior to the cancellation or termination shall be paid.

8.14.4 Compliance with Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010 (Public Law 111-195)

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

belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law. The Bidder will so certify on the Financial Information Compliance form found herein.

8.15 CONTRACT

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

The Contract shall be governed by and under the laws of the State of New York. In the event that a dispute arises between the parties, venue for the resolution of such dispute shall be in a New York State Court of competent jurisdiction.

9 NON-PERFORMANCE DAMAGES

The District has included non-performance damages in the event that financial remedies are needed to ensure a high-quality transportation service. The District and Contractor agree that in certain circumstances, the actual number of damages incurred by the School District will be difficult to assess and/or may be immeasurable. Accordingly, under the following circumstances, the District may assess damages against the Contractor, to be paid as liquidated damages and not as a penalty or forfeiture. In addition, the District will not pay for any services that have not been provided. Prior to the implementation of any liquated damages, the District will attempt to meet with the Contractor to determine if there are any mitigating circumstances that have caused the service issue that might lead to the issuance of liquidated damages, but it is the District's decision on whether or not a mitigating circumstance existed. In view of the difficulty the Marlboro Central School District will suffer by reason of default on the part of the Contractor, the following sums are hereby agreed upon and shall be deemed liquidated damages for breach of this Contract:

9.1 If at any time the Contractor does not provide the required number of buses, drivers or aides necessary under the Contract, the Board of Education may deduct from its monthly payment the pro-rata cost of the vehicle for that day, plus $100.00, or the cost of the District's expense for engaging alternate transportation during the period that the Contractor is not in compliance with the terms of the Contract, whichever amount is greater. Included in this provision would be any runs where the Contractor "doubles up" the run due to driver shortages. Making changes to run schedules, including the merging of runs due to driver shortages, is specifically prohibited and is subject to the liquidated damages stated in this Section.

9.2 If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 30-minute reporting requirement, the Marlboro Central School District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus $100.00 per vehicle.

9.3 If the Contractor utilizes vehicles in service to the Marlboro Central School District that do not meet the requirements stated in Section 8.8.2 of these specifications, the Marlboro Central School District shall deduct from the monthly payment the sum of $100.00 per day for each vehicle operating in violation of the vehicle requirements.

9.4 This Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems occur which require the involvement of the District, the District reserves the right to officially notify the Contractor of such problems. Should similar operating problems reoccur within thirty (30) days, the District reserves the right to deduct $100.00 from the monthly payment for each such occurrence.

9.5 The Marlboro Central School District considers the presence of the Terminal Manager, or his/her Marlboro Central School District approved designee, at the dispatching station during regularly scheduled morning, mid-day, and afternoon hours critically necessary for the Contractor to meet his oversight responsibility. If the Terminal Manager, or his/her approved designee, is not present during these time periods, the Marlboro Central School District shall have the right to deduct $100.00 for each operating time period (morning operation, mid-day operation, and/or afternoon operation), or fraction thereof, the Terminal Manager or his/her approved designee is not present.

The damage assessment shall not be imposed if the Terminal Manager or his/her designee has to leave the dispatching station for an accident or some other emergency.

9.6 If at any time the Contractor uses a driver in the performance of this Contract who has not been approved by the Superintendent of District for the specific school year and/or does not meet the requirements of the State of New York or of this Contract, the Marlboro Central School District reserves the right to deduct $200.00 per day plus the cost of the route operated by the non-approved driver from the monthly billing for service for each driver so employed.

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

9.7 Because the completion of Trial Routes is necessary to ensure that each driver is familiar with the area travel by his/her route, the location of the route's bus stops, helps to identify any need for any route modification(s), and helps to establish the smooth start-up of the transportation program, the failure to complete a Trial Route at the time and in the manner required by these specifications is considered a critical failure to meet the specifications of this Contract. For each time period (morning route, mid-day route, afternoon route) for which a Trial Route is not completed, the Marlboro Central School District reserves the right to deduct $100.00 from the monthly payment to the Contractor.

9.8 A reliable transportation system is important to meet the educational requirements of the students and the Marlboro Central School District. To this end, students must be picked up in the AM and delivered home in the PM in an efficient manner. If a bus is more than 15 minutes late in the AM, or PM, the Marlboro Central School District reserves the right to deduct $100.00 per day from the monthly billing. Should situations beyond the control of the Contractor cause the late pick-up or drop-off (weather, traffic, etc.), the damages will not be assessed.

9.9 In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the Marlboro Central School District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor. There will be no payment to Contractor for days no service is provided, and the Contractor is responsible for any incremental financial liability to Marlboro Central School District.

9.10 The Marlboro Central School District requires that <u>all</u> buses that are utilized in the performance of this Contract have <u>operating and active</u> two-way radios. All vehicles that transport children outside of the radio coverage shall be equipped with cellular or digital telephones or cellular two-way radios at no additional cost to the Marlboro Central School District. There will be no payment to the Contractor for days when a vehicle is used without operating radios, and a $200.00 per day per bus liquidated damage shall be assessed for any vehicle which does not comply with this requirement.

If the Contractor fails to provide the portable two-way radio to the Marlboro Central School District prior to the first operating day of the transportation program or fails to replace the portable two-way radio and/or charger within three (3) business days; if the two-way radio should be removed for replacement, maintenance, or other type of service; the Marlboro Central School District reserves the right to deduct $100.00 per day from the monthly billing

for each day the transportation program is operating without a portable two-way radio for the Marlboro Central School District.

9.11 The District requires that all buses have operable digital cameras. A $250 per day per bus liquidated damage may be assessed for any bus that violates this mandate. The Contractor is required to provide the District with video output within 24 hours of the District's request. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of $100 per day for each day that the video submission is delayed.

If the District selects the GPS alternate, a similar damage assessment of $250 per day per bus shall be assessed for any bus that is operated without the GPS capability. Included in this provision for GPS shall be any vehicle that is operated without the knowledge of the District and without the proper asset notification provided to the District.

9.12 The Contractor is required to maintain a spare bus ratio of at least 10% of each vehicle size. Should the Contractor fail to meet this provision for more than 24 hours without a justifiable reason as solely determined by the District, the Contractor may be assessed a $100 per day per bus liquidated damage. Vehicles must meet the age requirements as detailed herein. Buses that do not comply with these mandates, and that are found to be operating on any route in violation of the Contract, will result in liquidated damages of $50 per day plus the per diem cost of the vehicle.

9.13 Extra-curricular transportation is an important element of the Marlboro Central School District's educational program. Therefore, it is expected that the Contractor will meet the Marlboro Central School District's needs. The District shall provide the Contractor with advanced notice of all trips, and if the Contractor acknowledges acceptance of a trip, then the Contractor shall be expected and required to perform the trip.

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

The missed/late trip damage will be carried forward from one year to the next to determine the Marlboro Central School District's right of termination. Damage deductions from monthly payment will be $200.00 for each late/missed trips plus a pro-rata cost of the vehicle. The Marlboro Central School District shall have the right to secure other transportation as deemed necessary and all costs above the contracted rate will be deducted from the monthly payment.

If the Contractor's driver is unaware of the trip location and/or the most efficient way to travel to/from the location and this requires the Marlboro Central School District to provide directions, the Marlboro Central School District shall collect damages equal to the one hour of drive time from the Contractor's monthly payment. This damage payment shall be in addition to any damages paid for being late to the Field and/or Sports Trip's destination a result of being unaware of the trip's location and/or the most efficient means of traveling to/from the location. Damages for missed/late Marlboro Central School District Field and Sports Trips where the driver is unaware of the trip location or the most efficient way to travel to/from the location shall not be held or be part of the accumulation of damages held in abeyance that are

described in Section 9.18 of these specifications. They shall be collected from the monthly payment to the Contractor for the month the violation occurred.

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

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

9.15 The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Marlboro Central School District expects the Contractor to maintain a DOT passing rate of at least 90% (OOS of no more than 10%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation **Bus Inspection System Operator Profile** (for the fleet servicing the Marlboro Central School District) no later than 30 days from receipt but not later than August 15th, following the end of the March 31st, reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Marlboro Central School District does not eliminate the mandate. If the DOT inspection rate does not achieve the 90% passing rate level, the Marlboro Central School District reserves the right to require the following actions and damages:

9.15.1 If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Marlboro Central School District an action plan to achieve the 90% plus level by the end of the current inspection reporting period for school buses in service to the Marlboro Central School District. This action plan will be reviewed with Marlboro Central School District personnel or its representative(s) and must be approved by the Marlboro Central School District. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Marlboro Central School District of a copy of the form MC300 for each DOT inspection made of school buses in service to the Marlboro Central School District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The Marlboro Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Marlboro Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level during the next reporting period, the Marlboro Central School District reserves the right to assess damages of $250 from the monthly payment to the Contractor for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria.

9.15.2 If the average DOT passing rate is between 85.0% and 87.4% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the Marlboro Central School District an action plan to achieve the 90% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the Marlboro Central School District. This action plan will be reviewed with Marlboro Central School District personnel or its representative(s) and must be approved by

the Marlboro Central School District. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Marlboro Central School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the Marlboro Central School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The Marlboro Central School District may make modifications to the action plan if a review of the MC300 forms indicates that such action is appropriate. The submission of the MC300 form allows the Marlboro Central School District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the 90% plus level within six months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, the Marlboro Central School District reserves the right to assess damages of $400 from the monthly payment to the Contract for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria.

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

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

9.15.4 If the DOT passing rate is 84.9% or less at the terminal from which the fleet operating this Contract is located, the Marlboro Central School District reserves the right to assess a damage of $750 from the monthly payment to the Contractor for each vehicle dedicated to the Marlboro Central School District reported as failing under the "A" or "B" inspection criteria and reserves the right to terminate the Contract upon 60 days prior written notice.

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

9.16 Buses are required to carry proper identification signs, pursuant to these specifications. This identification is essential for the District' staff and pupils to identify the buses. Buses displaying no identification, multiple identifications, or wrong identification, generate confusion, inefficiency, and are sometimes costly in duplicating transportation. In order to enforce the requirements to display the prescribed identification, the Marlboro Central School District reserves the right to levy a cost of $100 per day as liquidated damages for each bus route operating in violation of these requirements.

9.17 If the Contractor fails to meet any of the requirements stated in these specifications that is not previously addressed in this Section 9, the Contractor shall be liable to a deduction of $300 per day per failure from the monthly payment for each such occurrence.

9.18 It is understood and agreed by the Contractor that the assessment of non-performance liquidated damages shall be in addition to the right of the School District to terminate this Contract and that in the event of termination, the above liquidated damages will be applied and assessed for the full period of any non-compliance during the school year. The

rights and remedies set forth in this Section are in addition to any other rights or remedies available to the District under this Contract, in law and equity.

The District shall accumulate any liquidated damages and delay any assessment to the Contractor unless and until the accumulated liquidated damages reach or exceed $1,000 in any school year. Should the assessment level be reached, the District reserves the right to assess all accumulated liquidated damages. During the term of any accumulation, the District will provide the Contractor notice of liquidated damages assessed and provide the Contractor an opportunity to remedy the violating actions and/or respond to the District's determination.

It is expressly understood by the Contractor that the District, by not exercising its rights, or by waiving any of the provisions of this contract, or by exercising the provisions of this contract in a particular way, shall not be deemed to have waived any of its rights or the contract requirements despite any previous nonexercised or waiver.

10 Alternates

The District has determined certain option(s) that it would like to consider in reviewing the bid submitted by the Contractor. These options or alternates to the bid will be reviewed and their acceptance or rejection by the District will be solely at the discretion of the District. It is important to note that if the Contractor fails to submit a response to the Alternates requested, the District may reject the Contractor's Bid.

10.1 Performance Bond

Pursuant to the requirements detailed in Section 8.4, the District is requesting the annual cost for providing a 100% Performance Bond for each operating contract. The annual cost for the Bond must be entered on the Forms of Bid in the space provided. Although the District prefers that the Contractor submit an annual cost in a flat dollar amount format, the District will accept a percentage of the calculated cost of the contract. Should a percentage be submitted by the Contractor, the District will determine the annual cost based on the calculated bid amounts consistent with the calculation process described in the specifications for bid evaluations and bonding purposes. The District will determine whether to require a Bond based upon a number of factors and variables as described herein. All bids must include the required Bond documentation, and an annual price, to be considered for award.

10.2 Zero Emission Plan and Pricing

With the mandate to switch from combustion engines to zero emission transportation vehicles each contractor should provide a tentative transition plan. The district does not want to pay for electric vehicles at this time but would like to have pricing available if the contract is extended past a point where electric vehicles would need to be implemented.

The transition plan should include ideas on infrastructure, challenges that would need to be overcome with the partnership with the district and any other pertinent information that would be pertinent to this contract.

The district is not interested in implementing electric vehicles without extensive work with the contractor. The district is requiring contractors to submit pricing for drivers and office staff to operate electric vehicles. This pricing should not account for any electric costs, infrastructure, or buses.

Alternate 10.2				
	2027-28	**2028-29**	**2029-30**	**2030-31**
3 Hours				
4 Hours				
5 Hours				
6 Hours				
Excess				

Appendix A: Program Description

CONTRACT #1 - HOME-TO-SCHOOL								
	3 Hours	3.5 Hours	4 Hours	4.5 Hours	5 Hours	5.5 Hours	6 Hours	Excess
65/66 Passenger		4	9	5	2	1		1
20 Passenger		2	9	1		1		
15 Passenger +1W/C								
7 Passenger		1	6	2	5			
Monitor	1		8	2	2			

CONTRACT #2 - FIELD & SPORTS TRIPS			
In-District			
Capacity	Driving Hours	Waiting Hours	Miles over 25
65/66 Passenger	240	15	
20 Passenger	3	2	
15 Passenger +1W/C			
Monitor	3	2	
Out-of-District			
Capacity	Driving Hours	Waiting Hours	Miles over 25
65/66 Passenger	685	800	7250
20 Passenger	15	20	350
15 Passenger +1W/C			0
Monitor	5	5	

CONTRACT #3 - SUMMER HOME-TO-SCHOOL								
	3 Hours	3.5 Hours	4 Hours	4.5 Hours	5 Hours	5.5 Hours	6 Hours	Excess
65/66 Passenger		2	4	2	1			
20 Passenger		1	4	1				
15 Passenger +1W/C		1						
7 Passenger		1	2	1	1			
Monitor	1		3	1	2			

Appendix B Forms

FLEET LIST

Pursuant to the Specifications, I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of the Contract.

Bidder's Name: _____

District(s) to be assigned these vehicles: _____

Authorized Signature: _____

Make/Model	Year	Capacity	Fuel Type

Attach additional sheets as required. This page may be copied for additional vehicle listings. If vehicles are not currently under the ownership of the Bidder, adequate documentation demonstrating the ability to obtain the required vehicles must be provided pursuant to the Specifications.

Transportation Report

Marlboro Central School District's TRANSPORTATION REPORT

MONTHLY ACTIVITY REPORT MONTH/YEAR: _____

# FULL OPERATING DAYS - YEAR-TO-DATE:				days
FULL OPERATING DAYS REMAINING IN YEAR:				days
HOME-TO-SCHOOL MILEAGE	CURRENT MONTH		YEAR-TO-DATE	
Regular Runs				
_____				
Special Runs				
Late Runs				
Other:				
Totals:				
SAFETY AND TRAINING ACTIVITY:				
ACCIDENT INFORMATION: (Describe any accidents and attach copy of accident reports filed. Explain impact upon operation.)				
OPERATING EVENTS THIS MONTH: (New employees, route changes, new procedures, vehicle inspections, etc.)				
FUEL USAGE: Contractor shall supply detail on fuel usage for the month, including detail on fuel deliveries, vehicle usage, special trips, and related issues.				

Date Prepared: _____/_____/_____

Prepared by: _____

Title: _____

Bidder's Initials: _____

Transportation Policies

District policies are available on the individual District websites.

Appendix C Agreements & Forms

Bidder Information

Legal Name of Bidder: _____

Address: _____ City _____ State _____ Zip _____

Telephone (_____) _____

_____

E-Mail: _____

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

_____

Corporate Seal

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

_____ _____

Signature of same individual stipulated directly above:

_____

Date: _____

HOLD HARMLESS AGREEMENT

Marlboro CENTRAL SCHOOL DISTRICT

THIS FORM MUST BE SIGNED AND NOTARIZED ==== SUBMIT WITH BID ====

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

- Any injury to person or damage to property sustained by the contractor, its agents, servants, or employees or by any person, firm, or corporation employed directly or indirectly by them upon or in connection with their performance or failure to perform under the contract, except for such injury or damage wherein it is finally determined that the Marlboro Central School District, its officers, agents, servants, or employees were grossly negligent or committed willful misconduct.
- Any injury to person or damage to property sustained by any person, firm, or corporation, caused by any negligent act, default, error or omission of the contractor, its agents, servants, or employees or of any person, firm, or corporation, directly or indirectly employed by them upon or in connection with performance under the contract.
- Fines, penalties, costs, and expenses which may be incurred by or levied and assessed against the Marlboro Central School District, or any officer, agent, servant or employee of the Marlboro Central School District in connection with the contractor's performance or failure to perform under the contract.

The contractor at its own expense and risk shall defend any legal proceedings that may be brought against the Marlboro Central School District, or any officer, agent, servant, or employee of the Marlboro Central School District on any such claim or demand, and shall satisfy any judgment, fine or penalty which may be rendered or assessed against the Marlboro Central School District, or any officer, agent, servant, or employee of the Marlboro Central School District arising out of any

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

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgment, claim or demand, of whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. it is intended that this agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgment, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor; provided however, this indemnification, defense, and hold harmless agreement shall not apply to any lawsuit, action, proceeding, liability, judgment, claim, demand, fine or penalty wherein it is finally determined that the Marlboro Central School District, its officers, agents, servants or employees were negligent or committed willful misconduct.

Signature _____ Date _____

Sworn to before me this ___ day of _____

_____

(NOTARY PUBLIC)

Bidder's Initials: _____

FINANCIAL INFORMATION COMPLIANCE

Pursuant to Section 2.2.2. of the Marlboro Central School District Request for Bid, dated 11/19/2026 10:00 AM, the undersigned hereby acknowledges the following:

If requested, the stipulated financial information will be provided within 72 hours of the District's request.

Information relative to any pending lawsuits, judgments and/or liens has been provided.

□ YES □ NO

If NO, the Bidder stipulates by initialing in the following space that there are no lawsuits, judgment and/or liens.

Initials: _____

Information on any bankruptcy filings has been submitted.

□ YES □ NO

If NO, the Bidder stipulates by initialing in the following space that there are no applicable bankruptcy filings.

Initials: _____

Information on any denials of Performance Bonds has been submitted.

□ YES □ NO

If NO, the Bidder stipulates by initialing in the following space that there are no Performance Bond denials to report.

Initials: _____

Bidder certifies compliance with the Comprehensive Iran Sanctions, Accountability, and Divestment Act pursuant to section 8.14.1.

□ YES □ NO

If NO, the Bidder shall submit a statement setting forth the details of the reasons therefore pursuant to the Act.

Initials: _____

Signature: _____

Name: _____

Title: _____

Company: _____

Date: _____

Bidder's Initials: _____

Form of Bid Contract # 1-3

MARLBORO CENTRAL SCHOOL DISTRICT
21 MILTON TURNPIKE, SUITE 100.
MILTON, NY 12547

HAVING CAREFULLY EXAMINED THE BID DOCUMENTS, THE EXISTING ROUTES, EXISTING SCHEDULES, EXISTING BUS STOPS, TRAFFIC CONDITIONS, TOPOGRAPHY, ROAD CONDITIONS, LOCATIONS OF DISTRICT, INCLUDING ENTRANCE DRIVEWAYS AND EXITS, AND ALL OTHER CONDITIONS AFFECTING THE SERVICES AND WORK, THE UNDERSIGNED _____ (Company Name) HEREBY PROPOSES TO PERFORM AND COMPLETE ALL SERVICES AND WORK FOR THE PRICE(S) SET FORTH ON THE ATTACHED PRICING SCHEDULES, IN STRICT ACCORDANCE WITH THE BID DOCUMENTS AND ALL ADDENDA (IF ANY) AS INDICATED BELOW:

ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____
ADDENDA NO: _____ DATED: _____

THIS BID WILL REMAIN FIRM FOR THE PERIOD OF TIME INDICATED IN THE BID DOCUMENTS. TO PROVIDE STUDENT TRANSPORTATION SERVICES FOR THE DISTRICT, AS SPECIFIED:

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

O Yes O No

If No, it must be authorized to do business in New York.

In submitting this Bid, the Bidder agrees to the terms and conditions of the Bid Documents. If this Bid is signed by a partner, the person hereby states that he or she has the authority to bind the partnership; if this is signed by an authorized corporate employee, that person hereby states that he or she has the authority to bind the corporation.

The Bidder has provided transportation services to the following school districts within the last three (3) years:

Pursuant to Specifications 8.8.2. vehicle list of Contractor must be included on Appendix B.

These Specifications require the submission of additional information that will be utilized to evaluate each Bid and which will become the basis for the award of the Contract by the individual District. The Bidder's endorsement below signifies that the Bidder is aware of all required information and that the Bid contained herein is a full, complete submission by the Bidder. The Bidder further understands that each District has the sole discretion to determine the best Bid to meet the needs of the individual District.

Very truly yours,

Signature:

Name:

Title:

Company:

NON-COLLUSIVE BID CERTIFICATION

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

NON-COLLUSIVE BID CERTIFICATION
By submission of this bid, the Bidder certifies that:

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

- The prices in this Bid have been arrived at independently without collusion, consultation, communication, or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor.
- Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
- No attempt has been made or will be made by the Bidder to induce and other person, partnership, or corporation to submit or not to submit a Bid for the purpose of restricting competition.

A Bid shall not be considered for award nor shall any award be made where (a) - (1), (2), and (3) above have not been complied with, provided however, that if in any case the Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid a signed statement which sets forth in detail the reasons therefor. Where (a) - (1), (2), and (3) above have not been complied with, the Bid shall not be considered for award, nor shall any award be made unless the District determines that such disclosure was not made for the purpose of restricting competition.

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

Any Bid shall be deemed to have been authorized by the board of directors of the Bidder, and such authorization shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificated as to non-collusion as the act and deed of the corporation.

Signature _____

Title ___

ACKNOWLEDGMENT BY BIDDER

If Individual or Individuals:

STATE OF } COUNTY OF } SS.:

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

Notary Public, State of _____Qualified in _____

Commission Expires: _____

If Corporation: _____

STATE OF } COUNTY OF } SS.:

On this _____ day of _____, 20____, before me personally appeared_____ to me known, who, being by me sworn, did say that he resides at (give address) _____; that he is the (give title) _____ _____ of the (name of corporation) _____, the corporation described in and which executed the above instrument; that the knows the seal of the corporation, and that the seal affixed to the instrument is such corporate seal; that it was so affixed by order of the Board of Directors of the corporation, and that he signed his name thereto by like order.

Notary Public, State of _____ Qualified in _____

Commission Expires: _____

If Partnership:

STATE OF } COUNTY OF } SS.:

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

Notary Public, State of _____ Qualified in _____

Commission Expires: _____

Pricing Pages - Contract #1

Bidder Name:

HOME-TO-SCHOOL - CONTRACT #1					
Rate per Day per Vehicle					
	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
65/66 Passenger Bus					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
20 Passenger					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
15 Passenger +1W/C					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
7 Passenger Vehicle					
3 Hours per Day					
4 Hours per Day					
5 Hours per Day					
6 Hours per Day					
Excess Rate per Hour					
Bus Monitor/Attendant					
Rate Per Hour					

PERFORMANCE BOND
Annual charge for the provision of a Performance Bond consistent with Alternate
Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Annual fixed charge					
% of Annual Contract					

Is the Bidder willing to accept the award of Contract #1:

Without the award of Contract #2? **Yes:** **No:**

Without the award of Contract #3? **Yes:** **No:**

Submitted by:

Company: _____

Name: _____

Title: _____

Signature: _____

Date: _____

Pricing Pages - Contract #2

FIELD AND SPORTS TRIPS - CONTRACT #2

FIELD & SPORTS - IN DISTRICT

COST PER HOUR - 1 HR MINIMUM IN-DISTRICT

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
DRIVING TIME:					
65/66 Passenger Bus					
18-20 Passenger W/C					
Bus Monitor					
WAITING TIME:					
65/66 Passenger Bus					
18-20 Passenger W/C					
Bus Monitor					

FIELD & SPORTS - OUT-OF-DISTRICT

COST PER HOUR - 2 HR MINIMUM OUT-OF-DISTRICT

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
DRIVING TIME:					
65/66 Passenger Bus					
18-20 Passenger W/C					
Bus Monitor					
WAITING TIME:					
65/66 Passenger Bus					
18-20 Passenger W/C					
Bus Monitor					

Bidder's Initials: _____

	COST PER MILE OVER 25 MILES - OUT-OF-DISTRICT TRIPS				
65/66 Passenger Bus					
18-20 Passenger W/C					

PERFORMANCE BOND

Annual charge for the provision of a Performance Bond consistent with Alternate

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

	2026-2027	2027-2028	2028-2029	2029-2030	2030-2031
Annual fixed charge					
% of Annual Contract					

Is the Bidder willing to accept the award of Contract #2:

Without the award of Contract #1? **Yes:** **No:**

Without the award of Contract #3? **Yes:** **No:**

Submitted by:

Company:

Name:

Title:

Signature:

Date:

Pricing Pages - Contract #3

SUMMER TRANSPORTATION - CONTRACT #3					
Rate per Day per Vehicle					
	2026	2027	2028	2029	2030
65/66 Passenger Bus					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
20 Passenger					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
7 – 9 Passenger Vehicle					
2 Hours per Day					
3 Hours per Day					
4 Hours per Day					
Excess Rate per Hour					
Bus Monitor/Attendant					
Rate Per Hour					

PERFORMANCE BOND

Annual charge for the provision of a Performance Bond consistent with Alternate

Charge can be either a fixed amount per year, or a percentage (%) of the annual contract.

	2026	2027	2028	2029	2030
Annual fixed charge					
% of Annual Contract					

Is the Bidder willing to accept the award of Contract #3:

Without the award of Contract #1?	**Yes:**		**No:**	
Without the award of Contract #2?	**Yes:**		**No:**	

Submitted by:

Company:

Name:

Title:

Signature:

Date:

Alternate 10.2

Alternate 10.2				
	2027-28	**2028-29**	**2029-30**	**2030-31**
3 Hours				
4 Hours				
5 Hours				
6 Hours				
Excess				

Non-Bidder's Response

HOME-TO-SCHOOL; EXTRA-CURRICULAR; SUMMER

BID DATE: 11/19/2026 10:00 AM

The Marlboro City School District is interested in the reasons why prospective Proposers fail to submit proposals. If you are NOT submitting a proposal, please indicate the reason(s) below and return this form to the address above.

□ Unable to propose at this time.

□ Contract too small/large for our firm (circle one).

□ Lack of fleet to meet requirements.

□ Lack of facility to meet requirements.

□ Unable to meet specifications. Provide detail:

□ Insufficient time allowed for preparation and submission of proposal.

□ Other reasons: _____

You may remove our name from the bid/proposal list for:

□ All bids/proposals □ Remainder of this year

□ This particular service

□Other: _____

Officer of Company (Signature) _____

Date: _____

Title: _____

Company Name: _____

Telephone _____

Address_____

Email address: _____

Bidder's Initials: _____