

142601
(SED CODE)

The State Education Department
Transportation Unit, Room 475 EBA
Albany, New York 12234

C
Contract Number
(SED will fill in)

TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

| | | |
|---|-------------|---|
| John Bracato Contact Person | | Tele (716) 874-8400 Fax (716) 874-8621 |
| Kenmore Town of Tonawanda UFSD School District/BOCES | | |
| 1500 Colvin Blvd. Street or P.O. Box | | |
| Buffalo City | NY State | 14223 Zip Code |

- Check if applicable:
- Special Education Pupils - Transportation required as a related service.
 - Contract will begin part way through the school year and cost \$20,000 or less.
 - One-month emergency contract -31 Calendar Days.
 - Contract for bus maintenance only.
 - District will supply contractor with fuel.
- Specifications include:
- Provision for attendants, escorts or monitors.
 - Clause for increasing or decreasing service.

This AGREEMENT made this 6 day of September 2016 by and between

Kenmore Town of Tonawanda Union Free School Dist., County of Erie, N.Y.

party of the first part and Transpo Bus Services LLC, party of the second part.

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin

September 6 2016 and to end June 23 2016.

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ _____ or \$ 315.00 if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ 118,440.

If awarded through a request for proposals, date of request of such proposals 3/16/16 (see note on reverse)

IN WITNESS WHEREOF, The parties have set their hands the day and year above written.

| | | |
|--|-------------------------------------|--|
| _____ (Signature of Trustee or President of Board of Education) | _____ (Party of the First Part) | _____ (Post Office Address) |
| <u>Ken-John</u> (Signature of Contractor) | _____ (Party of the Second Part) | <u>233 Fillmore Ave</u> <u>Tonawanda</u> <u>NY 14150</u> (Post Office Address) |

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: _____ Filed by: _____
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

KENMORE-TOWN OF TONAWANDA SCHOOL DISTRICT

1500 COLVIN BLVD.,

BUFFALO, NEW YORK

14223-1196

Popularly known as KEN-TON SCHOOLS

SPECIFICATIONS AND BID FORM FOR

TRANSPORTATION OF STUDENTS

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in the Ken-Ton Bee on Wednesday, March 16, 2016. Bids will be publicly opened and read in the office of the Purchasing Manager on Thursday, March 31, 2016 at 10:00 a.m.

Name of bidder: TRANSPO BUS SERVICES LLC

Address of bidder: 233 Fillmore Ave

TONAWANDA NY 14150

Telephone Number: 716-264-4090

Fax Number: 716-264-4213

Ask for: Tim Foley

Bid Reference #: _____
(If Any)

In submitting this bid, the bidder agrees to the terms and conditions of the bidding package which includes the following:

Title Page 1 page
 Instructions to Bidders 3 pages
 Non-Collusive Certification 2 pages
 Specifications for Transportation of
 Students5 pages
 Bid Form for Transportation of Students..... 4 pages

Bidder shall indicate (X) form of ownership:

- Sole Proprietorship
- Partnership
- Corporation

If sole proprietorship or partnership bidder shall give name(s) of principal or partners;

~~Ken-Ton~~ _____

If a corporation, said corporation is known to be organized under the laws of the state

of NEW YORK

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Ken-Ton UFSD receive information that a person is in violation of the above-referenced certification, Ken-Ton UFSD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Ken-Ton UFSD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

Ken-Ton UFSD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed Tina Foley Title GENERAL MANAGER

Dated MARCH 24, 2016

Company Name TRANSCO BUS SERVICES

274-8618

Transpo Bus Services, LLC

233 Fillmore Ave Tonawanda, New York 14150

P - 716-264-4090

F - 716-264-4213

Jim,

Here's the quote on the two routes:

Route 443# - \$255.00(no aide) \$ 315.00(with aide) *

Route 409# - \$275.00(no aide) \$ 335.00(with aide) – due to miles on route.(80 miles)

I can look at all of the routes and give you pricing, let me know.

Thank You

Tim Foley

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT
Purchasing Department

April 5, 2016

TO: Dawn Mirand, Board of Education

FROM: Ken Morton, Purchasing Manager
Deborah Hoffman, Supervisor of Transportation

SUBJECT: Transportation of Students

It is recommended that the Board of Education accept the attached schedule as a basis to award contracts in the aforementioned category to the lowest responsible bidder, the only bidder, Transpo Bus Lines.

The spreadsheet illustrates the structure of the bid which proposes routes to various "zones" throughout Western New York (i.e. Amherst, Clarence, Sweet Home & Williamsville comprise Zone 1; the City of Buffalo is Zone II, etc.).

The timing of the release of this bid is critical to avoid being charged premium rates once other districts have released their bids for subcontracting routes. The irony is that no route is, as yet, specifically defined; most of this happens in late August - the students are then identified as are their intended destinations.

The number of students and their starting and ending times precludes the specific amount of the awards prior to September, however, New York State requires that transportation contracts are to be made before the end of June. There are other factors that will influence the decision on who will transport students:

- Union negotiations are considered regarding "in house" transport,
- Conferences with other school districts regarding "trade-offs" for buses already transporting students to common regions, and
- Contracted services where a company already has a bus scheduled for a particular site which will serve to lower the price.

All of this happens within the framework of the price schedule submitted. The lowest possible price to the school district is the ultimate goal once all of the variables have been fixed and the options fully evaluated.

KENMORE-TOWN OF TONAWANDA SCHOOL DISTRICT

1500 COLVIN BLVD.,

BUFFALO, NEW YORK

14223-1196

Popularly known as KEN-TON SCHOOLS

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TRANSPORTATION OF STUDENTS

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Telephone Number: 716-264-4090

Fax Number: 716-264-4213

Ask for: Tim Foley

Bid Reference #: _____
(If Any)

Prices are to Be Based on Roundtrip

"Stand Alone" Means The Price for Putting A Bus into Service To Transport A Single Student

| # of Students By Zone | "Stand Alone" | Price Per Additional Child | "Stand Alone" Price Per Non-Ambulatory Child | Price Per Additional Non-Ambulatory Child |
|---|---------------------|-------------------------------|--|---|
| 26 ZONE I AMHERST CSD CLARENCE CSD SWEET HOME CSD WILLIAMSVILLE CSD | \$ 350 | \$ 50 ⁻ | \$ NO BID | \$ NO BID |
| 39 ZONE II BUFFALO CITY | \$ 350 | \$ 50 ⁻ | \$ NO BID | \$ NO BID |
| 27 ZONE III CHEEKTOWAGA CSD CHEEKTOWAGA-SLOAN CLEVELAND HILL CSD DEPEW CSD MARYVALE CSD | \$ 350 | \$ 50 ⁻ | \$ NO BID | \$ NO BID |
| 1 ZONE IV EAST AURORA IROQUOIS CSD LANCASTER CSD | \$ NO BID | | | \$ 1 |
| 12 ZONE V FRONTIER CSD HAMBURG HOPEVALE LACKAWANNA CITY | \$ NO BID | | | \$ 1 |
| 1 ZONE VI GRAND ISLAND CSD LEWISTON PORTER NIAGARA FALLS CITY | \$ 350 ⁻ | \$ 50 ⁻ | \$ NO BID | \$ NO BID |
| 4 ZONE VII ORCHARD PARK CSD WEST SENECA CSD | \$ NO BID | | | \$ 1 |

Prices are to Be Based on Roundtrip

"Stand Alone" Means The Price for Putting A Bus Into Service To Transport A Single Student

| | "Stand Alone" | Price Per Additional Child | "Stand Alone" Price Per Non-Ambulatory Child | Price Per Additional Non-Ambulatory Child |
|--|---------------|-------------------------------|--|---|
| 5 ZONE VIII NIAGARA WHEATFIELD NORTH TONAWANDA CSD LOCKPORT CITY | \$ 300 | \$ 50 | \$ NO BID | \$ NO BID |
| 1 ZONE IX STARPOINT | \$ 300 | \$ 50 | \$ NO BID | \$ NO BID |
| 1 ZONE X TONAWANDA CSD | \$ 300 | \$ 50 | \$ NO BID | \$ NO BID |
| 1 ZONE XI AKRON CSD ALDEN CSD | \$ NO BID | | | |
| 1 ZONE XII EDEN CSD LAKESHORE CSD NORTH COLLINS CSD | \$ NO BID | | | |
| 1 ZONE XIII GOWANDA CSD SPRINGVILLE-GRIFFITH INSTITUTE | \$ NO BID | | | |
| 1 ZONE XIV HOLLAND CSD PIONEER CSD | \$ NO BID | | | |
| 1 ZONE XV ROYALTON-HARTLAND CSD NEWFANE CSD WILSON CSD BARKER CSD | \$ 350 | \$ 50 | \$ NO BID | \$ NO BID |

Price Per Attendant (Roundtrip)

\$ 65.00

Price Per Nurse (Roundtrip)

\$ 180.00

KENMORE-TOWN OF TONAWANDA UNION FREE SCHOOL DISTRICT
1500 Colvin Boulevard
Buffalo, New York
14223

March 10, 2016

Bee Group Newspapers (Attn: Mary R Potter)
5564 Main St.,
Williamsville, NY, 14221

Dear Mary,

Please publish the advertisement shown below, one time only, in Wednesday's (March 16th) edition of the Ken-Ton Bee. Use P.O. # BU16-00860 for billing purposes and please call with a price at your earliest convenience. Thank you.

Sincerely, Ken Morton
Purchasing Manager
874-8400 Ext 20314

NOTICE TO BIDDERS

Sealed proposals will be received by the
KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT in
the Administration Building Business
Office at 1500 Colvin Blvd., Tonawanda,
New York, 14223, at which time they will
be publicly opened and read. Bid opening
times and dates for the purchase of
services and commodities are as follows:

TRANSPORTATION OF STUDENTS

10:00 a.m., March 31, 2016

*****Specifications

and bid forms may be obtained at the
address noted above.

By order of the
Board of Education
Gina Santa Maria
District Clerk

KENMORE-TOWN OF TONAWANDA SCHOOL DISTRICT

1500 COLVIN BLVD.,

BUFFALO, NEW YORK

14223-1196

Popularly known as KEN-TON SCHOOLS

* * * * *

SPECIFICATIONS AND BID FORM FOR

TRANSPORTATION OF STUDENTS

* * * * *

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* * * * *

Name of bidder: _____

Address of bidder: _____

Telephone Number: _____

Fax Number: _____

Ask for: _____

Bid Reference #: _____
(If Any)

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT
Buffalo, NY
14223-1196

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INSTRUCTIONS TO BIDDERS

1. Sealed proposals for the furnishing and delivery, and installing, where called for, of the services, materials, equipment and/or supplies, as required by the Board of Education of the Kenmore-Town of Tonawanda Union Free School District, County of Erie, popularly known as Ken-Ton Schools, and as set forth in the following specifications prepared under the direction of said Board of Education, will be opened in the office of the Purchasing Manager, located at 1500 Colvin Boulevard, Buffalo, New York, 14223-1196, on the day and hour stated on page 1 (title page) hereof.

2. The person, firm or corporation making such proposal shall submit it in a sealed envelope to the Purchasing Manager or his duly designated representative at the place herein mentioned on or before the hour and day stated on page 1 (title page) hereof, and the envelope shall be endorsed on its face with the name of the person, firm, or corporation making such proposal, the date of its presentation, and the title of the services, materials, equipment, or supplies for which such proposal is made.

3. The bidder shall insert the price per stated unit and the extension against each item in the bid form hereto annexed, which he proposes to furnish and deliver. In the event of a discrepancy between the unit price and the extension, the unit price will govern. The price inserted must be net and must include delivery charges. Computation must be made of the total amount of the bid for all items bid upon, and the total shall be stated in the space provided at the end of the schedule.

4. No charge will be allowed for cases, boxes, carboys, bottles, etc., nor for freight expenses, expressage, or cartage. No empty packages, cases, boxes, carboys, bottles, etc., will be returned to the bidder or contractor and none will be paid for by the Board of Education. Such empty cases, boxes, etc. may be removed by the bidder or contractor at his own expense.

5. No charge will be allowed for federal, state or municipal sales and excise taxes (excluding NYS Gross Receipts Tax), from which the Board of Education is exempt. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished upon request.

6. When a catalog reference follows the description of an item in a bid request, such catalog reference is intended as a means of more fully describing the item in the shortest possible space and is to be regarded as part of the description of the item. All catalogs to which reference is made are available at the office of the Purchasing Manager. The use of such catalog or catalog names or numbers is not intended to limit competition.

7. Unless the bid schedule contains a complete specification, items listed in the schedule must be equal to the sample in the office of the Purchasing Manager. Items delivered by successful bidder must be equal in all respects to the sample or those referred to by catalog number. If the bidder proposes to furnish a substitute for the item called for on an "or equal or approved" basis, the determination of whether it is the equal shall be by the Board of Education.

8. The successful bidder guarantees:

(a) His products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.

(b) To furnish adequate protection from damage for all work and to repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.

(c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, liability, etc.

(d) That all deliveries will be equal to the accepted bid sample.

(e) That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the school district.

Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

9. WHEN THE BID SCHEDULE REQUIRES A BID DEPOSIT, such bid deposit shall consist of a BID BOND, IRREVOCABLE LETTER OF CREDIT, OR A CERTIFIED CHECK drawn upon a state or national bank or trust company, OR A CHECK OF SUCH BANK OR TRUST COMPANY SIGNED BY A DULY AUTHORIZED OFFICER THEREOF, drawn to the order of the Board of Education, Kenmore-Town of Tonawanda Union Free School District. The bid deposit shall be enclosed in a sealed envelope within the envelope containing the proposal. Receipt for the bid deposit will not be given, as bids will be publicly opened and read, and the amounts of bid deposits publicly announced at such time. Bid deposits will be returned to unsuccessful bidders.

10. Delivery will be required to be made to the receiving platform of the Administration Building, 1500 Colvin Blvd., Buffalo, NY, 14223-1196, unless the schedule or purchase order issued to the successful bidder thereon indicates otherwise. Where the schedule or purchase order provides for direct delivery to schools, the items must be placed at a point within the building as directed at the place of delivery. The weight, count, measure, etc., will be determined at the points of delivery. The contractor will be required to furnish proof of delivery in every instance. Where applicable, all materials and supplies must be securely packaged in uniform containers, adequately marked as to contents, and delivered without damage or breakage in such units as are specified in the bid schedule.

11. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

12. Each bid will be received with the understanding that the acceptance thereof in writing by the board, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. The successful bidder, at the discretion of the Board of Education, may be required to properly execute a contract to be prepared by the attorney for the Kenmore - Town of Tonawanda Union Free School District, in such form as may be directed by the Board of Education.

13. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.

14. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

15. No bid received can be withdrawn, for any reason whatsoever, within forty-five (45) days after the meeting at which bids are actually opened.

16. The school district reserves the right to reject all bids. Also reserved is the right to reject, for cause, any bid in whole or in part; to waive technical defects; qualifications; irregularities; and omissions if in its judgment the best interests of the district will be served. Also reserved is the right to reject bids and to purchase items on State or county contracts as provided by law.

17. These instructions are considered to be an integral part of all proposals.

Board of Education/Kenmore-Town of Tonawanda School District
1500 Colvin Blvd.
Buffalo, New York, 14223-1196

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

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

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

(1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and will not knowingly be disclosed by the bidder prior to opening, directly or indirectly, to any other bidder or to any competitor; and

(3) No attempt has been made or will be made by the bidder to induce any other person, partnership or corporation to submit or not to submit a bid for the purpose of restricting competition.

(b) A bid shall not be considered for award nor shall any award be made where (a) (1) (2) and (3) above have not been complied with; provided, however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

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

3. Furthermore, the bidder herein certifies that no member of the Board of Education, Kenmore-Town of Tonawanda School District, nor any officer or employee thereof, is directly or indirectly interested in the proposal.

Firm Name _____

Signed by _____

Title _____

Date _____

The following specifications shall be the basis for a contract to be executed with the Kenmore-Town of Tonawanda Union Free School District, Buffalo, New York, awarded as a result of bids submitted pursuant to the General Municipal Law of the State of New York, for Transportation of Students.

1. The attached bid form has most but not necessarily all of the school districts listed by zones as potential destinations for the transport of students.
2. The bidder may bid on ALL route destinations or selectively submit proposals for those economically feasible to the bidder (effectively hopscotching through the targeted zone destinations).
3. Most important though, is that ALL PRICES BID FOR TRANSPORT TO THE TARGETED ZONE DESTINATIONS MUST STAND ALONE. That is, the prices detailed in the bid must be non-conditional unless otherwise stated by exception.
4. The Ken-Ton School District can then selectively design route schedules at their discretion for utility, convenience and savings realized. The bidder may fill out the complete form with a price entry for every run. An alternative is to bid on only "select" routes (e.g. Proposal # 1 – may include specific prices that cover only Zone VIII and Zone IX; Proposal # 2 - may include specific prices that cover only Zone I, ZONE II and Zone III; etc.). There is no requirement to bid any more than one proposal but the bid form has been structured to allow it.
5. Please copy the bid pages as necessary and detail proposals sequentially, if more than one configuration is to be submitted.
6. The Board of Education reserves the right to award contracts on a yearly basis and for succeeding years if the service rendered is satisfactory and the intention of contract procedure is followed properly including a mutually acceptable price extension. The contractor shall notify the District of any price change - plus or minus - by June 1st of the year prior. If the contractor is requesting an increase such increase must be limited to that allowed by the State Law or submit a completed Cost Justification Form.
 - a. Payment to bidder will be made during the month following the rendering of service, based upon a monthly invoice for work performed. Example: for September work – payment in October.
 - b. Length of School Year – Service will be required for approximately one hundred eighty-five (185) days. It shall be the responsibility of the contractor to obtain calendars of the appropriate schools and adhere to these calendars at all times.

Specifications for Transportation of Students

7. Non-Ambulatory Students: It is the responsibility of the contractor to assist, when requested, non-ambulatory students to and from house to vehicles and to and from vehicles to school.
8. Vehicle Equipment Color Requirements: All vehicles used in this contract, and any future equipment changes including back-up or spare vehicles must be painted school bus yellow (National Chrome Yellow), and must be marked and equipped according to N.Y.S. Department of Transportation and Department of Motor Vehicles regulations.
9. Equipment: Contractor shall provide whatever special equipment - harnesses, youth seats, etc., that special needs of the children may require for safe transportation, at the contractor's expense.
10. Experience: Bidder is requested to indicate his/her experience along with a minimum of three (3) references in transporting handicapped pupils. Bidder is also requested to provide documentation showing that they are in compliance with NYSDMV. The Board of Education reserves the right to investigate the contractor's background as it may relate to the district in determining the expected performance of the contractor.
11. Ownership of Vehicles:
 - a) Each vehicle to be used for the transportation for students covered in the bid shall be approved by the Department of Transportation of the State of New York and shall otherwise comply in all respects with the provisions of the Vehicle and Traffic Law of the State of New York, and with the provisions of any other federal, state, or local law applicable thereto.
 - b) The successful bidder shall be required to provide a description of all vehicles to be used.
 - c) The Board of Education reserves the right to reject equipment proposed to be used, or after the contract shall have been awarded, equipment which may have been in use, whether or not such equipment meets the specifications of the Department of Transportation, such specifications shall be deemed minimal. All buses shall be open to authorized representatives at all times.
 - d) Location of Vehicles – bids will indicate the location of the terminal dispatching the buses to be used for the contract.
12. The Board of Education or its representatives will make an investigation necessary to determine the ability of the bidder to fulfill the contract. If, in the opinion of the Board, the bidder is not properly qualified to perform the obligation of the contract, the Board reserves the right to reject the bid.
13. Required Liability Coverage: The successful bidder, at his sole expense, shall carry the following insurance:
14.
 - a) Automobile liability insurance with the minimum limits of:

| | |
|-----------------------|-----------------|
| Combined single limit | \$ 1,000,000.00 |
| Excess liability | \$30,000,000.00 |

Specifications for Transportation of Students

The form of such liability insurance shall be either comprehensive automobile liability or other coverage that shall include all owned, non-owned and hired vehicles. The policy shall be extended to include the interest of the Board of Education as additional insured, with no responsibility for the payment of premiums. Such extension of coverage is to be evidenced by a signed endorsement from the insuring company to this effect.

- b) All insurance required shall name the Kenmore-Town of Tonawanda UFSD as an additional insured and be maintained with insurance companies licensed as "admitted carriers" by the New York State Insurance Department. Certificates of insurance shall be submitted in a form acceptable to the Board of Education. Such certificates shall be kept current and on file with the Director of Transportation at all times.
- 15. Contracts: Bidders must agree to complete and sign a New York State Education Department Standard Transportation Contract, listing routes to and from school daily, time schedule, payment agreements, prices charged, insurance coverage, etc. Also to submit in a timely fashion any other forms required by NYSED for Transportation Aid purposes.
- 16. Bidders must agree to accept additional pupils for whom transportation is requested.
- 17. Bidder must use Bid Form attached, which is supplied by Kenmore-Town of Tonawanda UFSD for submission of bid prices.
- 18. Successful bidder will be expected to comply with requests to handle early dismissals from school. Such dismissal will be arranged as efficiently as possible so as not to involve additional buses or costs.
- 19. Motor Fuel: Fuel is the responsibility of the bidder.
- 20. Dispatcher: Each contractor shall have a dispatcher on duty for each school day during the times buses are on routes. The contractor shall furnish to the Supervisor of Transportation a list of dispatchers' names and business telephone numbers prior to the commencement of service. A telephone answering machine or service is not an acceptable substitute for a dispatcher. a) Radio: Each vehicle used to transport students shall be equipped with two-way radio communications between the dispatcher at the base station and the drivers in the field. The radio will be "manned" during the hours when students are being transported to or from school.
- 21. Each contractor shall furnish to the Supervisor of Transportation a list of telephone numbers where a responsible person may be reached at non-school hours for use during emergency times. While students are in transit, a responsible representative of the contractor shall be available until completion of service.

Specifications for Transportation of Students

22. Time on Bus: Bidders should plan on transporting pupils directly to the schools attended in the shortest possible time and no pupils should ride more than 60 minutes either to or from school, except in unusual cases of outlying destinations, subject to the approval of the Supervisor of Transportation.
23. Bus Drivers, Bus Aides and Student Pick-Up:
- a) Bus drivers shall satisfy all requirements of Article 19A of the Vehicle and Traffic Law, and section 156.3 of the Regulations of the Commissioner of Education, the New York State Department of Transportation, the Federal Department of Transportation regarding Drug and Alcohol Testing for transportation department employees engaged in safety sensitive occupations, and all other regulations applicable thereto. The Board of Education reserves the right to have additional physical examinations performed at the Board's expense, when the discretion of the Board dictates that their best interest would be served by such additional physical examinations. All other examinations are performed at the sole expense of the contractor.
 - b) A complete list of all regular and substitute bus drivers, together with their driving abstract dated within thirty (30) days, must be submitted to the Supervisor of Transportation prior to the start of service.
 - c) Bus aides shall have the same training pertaining to special education students as required by the Commissioner of Education for bus drivers.
 - d) Daily pick-up and drop-off at homes of special education students should be consistent, and arrival and departure will be within fifteen (15) minutes of either starting or dismissal of school attended. The pick-up and drop-off place will be at the pre-arranged point and will not change, unless approved by the Supervisor of Transportation.
 - e) The successful bidder shall maintain the same driver on each bus run as much as possible and regular routes shall be maintained.
 - f) The Supervisor of Transportation retains the right to request the immediate change of a driver and/or bus attendant at any time during the duration of the contract.
24. Safety:
- b) Each driver must remain with his/her bus at all times, whether at a school building or on a route.
 - c) Each driver shall use care to guard the students, prevent undue overcrowding and maintain order on his/her bus at all times without the use of fear or force. Drivers shall report to the building principal any incidents of disruptive behavior. The contractor shall notify the Supervisor of Transportation if the behavior of any students jeopardizes the safety of other occupants.
 - d) All students riding on the buses are to board and be discharged at the designated stop only. Courtesy stops are prohibited.
 - e) In addition to the safety instruction required by law, emergency safety meetings will be held at the discretion of the Supervisor of Transportation and all drivers and bus aides shall attend.

Specifications for Transportation of Students

25. Wheelchair Students: Contractor will supply vehicles equipped with lifts or other special equipment to transport students in wheelchairs. Such vehicles shall have all necessary wheelchair hold-down and other safety equipment as necessary.
26. Wheelchair Securement: Employees are to be trained, with verification of training, in securing wheelchairs.
27. Shuttling of Students: No transferring of pupils between vehicles will be permitted unless approved by the school district.
28. Supervision of Transportation of Pupils: Contractor must agree to assume the responsibility of supervision of students transported by the carrier. Supervision is the responsibility of the carriers, not only portal to portal, but until said supervision is assumed by the transported students' parents or guardians and/or the school transported to. A bus attendant may be required on certain runs.
29. Accidents: All vehicle and student accidents and incidents must be reported to the Transportation Department of the Kenmore-Town of Tonawanda Union Free School District immediately upon the knowledge of the contractor. Oral reports are to be followed by a written report as soon as possible; however no later than two (2) days.
30. Routing: All routes must be prepared by contractor and receive approval by the Kenmore-Town of Tonawanda UFSD Transportation Supervisor.
31. Equipment Breakdowns: Sufficient back-up vehicles and/or road service must be readily available so as to not cause any delay longer than 45 minutes for either a to school or return trip for any students.

Bid Form For The Transportation of Students

Prices are to Be Based on Roundtrip

"Stand Alone" Means The Price for Putting A Bus Into Service To Transport A Single Student

| # of Students | By Zone | "Stand Alone" | Price Per | "Stand Alone" | Price Per |
|---------------|--|---------------|------------------|----------------------|---------------------------------|
| | | | Additional Child | Non-Ambulatory Child | Additional Non-Ambulatory Child |
| 26 | ZONE I AMHERST CSD CLARENCE CSD SWEET HOME CSD WILLIAMSVILLE CSD | \$ | \$ | \$ | \$ |
| 39 | ZONE II BUFFALO CITY | \$ | \$ | \$ | \$ |
| 27 | ZONE III CHEEKTOWAGA CSD CHEEKTOWAGA-SLOAN CLEVELAND HILL CSD DEPEW CSD MARYVALE CSD | \$ | \$ | \$ | \$ |
| 1 | ZONE IV EAST AURORA IROQUOIS CSD LANCASTER CSD | \$ | \$ | \$ | \$ |
| 12 | ZONE V FRONTIER CSD HAMBURG | \$ | \$ | \$ | \$ |

| | | | | | |
|---|--|----|-------------------------------|--|---|
| | HOPEVALE LACKAWANNA CITY | | | | |
| 1 | ZONE VI | \$ | \$ | \$ | \$ |
| | GRAND ISLAND CSD LEWISTON PORTER NIAGARA FALLS CITY | | | | |
| 4 | ZONE VII | \$ | \$ | \$ | \$ |
| | ORCHARD PARK CSD WEST SENECA CSD | | | | |
| Bid Form For The Transportation of Students | | | | | Page 13 |
| Prices are to Be Based on Roundtrip | | | | | |
| "Stand Alone" Means The Price for Putting A Bus into Service To Transport A Single Student | | | | | |
| | | | Price Per Additional Child | "Stand Alone" Price Per Non-Ambulatory Child | Price Per Additional Non-Ambulatory Child |
| 5 | ZONE VIII | \$ | \$ | \$ | \$ |
| | NIAGARA WHEATFIELD NORTH TONAWANDA CSD LOCKPORT CITY | | | | |
| 1 | ZONE IX | \$ | \$ | \$ | \$ |
| | STARPOINT | | | | |
| 1 | ZONE X | \$ | \$ | \$ | \$ |

In submitting this bid, the bidder agrees to the terms and conditions of the bidding package which includes the following:

Title Page 1 page
 Instructions to Bidders 3 pages
 Non-Collusive Certification 2 pages
 Specifications for Transportation of
 Students5 pages
 Bid Form for Transportation of Students..... 4 pages

Bidder shall indicate (X) form of ownership:

- Sole Proprietorship
- Partnership
- Corporation

If sole proprietorship or partnership bidder shall give name(s) of principal or partners;

If a corporation, said corporation is known to be organized under the laws of the state of _____

IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list. Additionally, Bidder/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is renewed, extended or assigned that it is not included on the prohibited entities list. During the term of the Contract, should Ken-Ton UFSD receive information that a person is in violation of the above-referenced certification, Ken-Ton UFSD will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then Ken-Ton UFSD shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default. Ken-Ton UFSD reserves the right to reject any bid or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signed _____ Title _____

Dated _____, 20 ____

Company Name _____

Place either a checkmark or N/A (not applicable) next to the following:

Title sheet filled in _____

Unit prices/Totals filled in _____

SIGNATURES _____

Bidder to Indicate Experience
(Pg. 8 Item 10 - Subsequent Bid Award) _____

Three (3) References
(Pg. 8 Item 10 - Subsequent Bid Award) _____

Description of Vehicles Used
(Pg. 8 Item 11 - Subsequent Bid Award) _____

Location of Vehicles Dispatching Buses
(Pg. 8 Item 11 - Subsequent Bid Award) _____

Insurance – Additional Insured
(Pg. 8 Item 14 - Subsequent Bid Award) _____

Dispatcher Names & Numbers
(Pg. 9 Item 20 - Subsequent Bid Award) _____

Telephone # Required Non-School Hours
(Pg. 9 Item 21 - Subsequent Bid Award) _____

Regular & Substitute Drivers List plus Abstract
(Pg. 10 Item 23b - Subsequent Bid Award) _____










Envelope properly addressed
This includes express overnight mail
(See Below) _____

| | |
|--|--|
| Company Name | |
| Street Address | |
| City, State | |
| Zip Code | |
| | KENMORE-TOWN OF TONAWANDA SCHOOL DISTRICT 1500 COLVIN BLVD., BUFFALO, NEW YORK 14223-1196 |
| Attn: Purchasing Manager Bid for Transportation of Students Bid Opening Deadline: 10:00 a.m. Thursday, March 31, 2016 | |

2016-2017 KEN-TON SCHOOL YEAR

Approved 3/8/2016 rev. 1

Legend

-  Holiday or Recess
-  Regular BOE Mtg
-  Supt Conference Day (5)
-  Budget Work Sessions (3)
-  Budget Hearing & Regular Mtg
-  Budget Vote
-  Regents Exams
-  Regents Rating Day
-  Early Release

Special Dates (subject to revision)

- 2016**
- 7/1 - Organizational BOE Mtg
 - 8/30-9/1 - Superintendent Conference Days
 - 9/5 - Labor Day
 - 9/6 - First Student Day
 - 10/7 - Emergency Drill/Dismissal
 - 10/10 - Columbus Day
 - 11/8 - Superintendent Conference Day
 - 11/11 - Veteran's Day
 - 11/24-11/25 - Thanksgiving Recess
 - 12/26-1/2/17 - Winter Recess
- 2017**
- 1/16 - Martin Luther King Day
 - 1/24-1/27 - Regents Exams
 - 2/7 - Budget Work Session
 - 2/20-2/24 - Early Spring Recess
 - 3/7 - Budget Work Session
 - 3/28 - Budget Work Session
 - 3/28-3/30 - 3-8 ELA Assessment
 - 4/4 - BOE Mtg & Anticipated Budget Adoption
 - 4/10-4/17 - Spring Break
 - 5/2-5/4 - 3-8 Math Assessment
 - 5/9 - Budget Hearing & BOE Mtg
 - 5/12 - Superintendent Conference Day
 - 5/16 - Budget Vote/Annual Meeting
 - 5/29 - Memorial Day Recess
 - 6/13-6/21 - Regents Exams
 - 6/19 - Last Day - Elem
 - 6/20 - Last Day - Middle
 - 6/21 - Last Day - HS
 - 6/22 - Regents Rating Day
 - 6/22 - Last Staff Day
 - 6/24 - Ken East Graduation
 - 6/25 - Ken West Graduation
 - 7/3 - Organizational BOE Mtg

School Open House

Elementary Schools:

K-Gr.4: See school calendar - Sept 2016

Middle Schools: FMS - 9/13 HMS - 9/15

High Schools:

Ken-East - 9/14/2016

Ken-West - 10/20/2016

Parent /Teacher Conferences

Elementary Schools:

(2016) 11/22 (pm), 11/29 (half day)

(2017) 4/26 (half day), 4/27 (pm)

Middle Schools:

(2016) 11/17 (half day), 11/22 (pm), 11/23 (half day)

(2017) 3/9

High Schools:

Ken-East - 12/6/2016

Ken-West - 12/1/2016

| JULY '16 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | 1 | 2 |
| 3 | 4 | 5 | 6 | 7 | 8 | 9 |
| 10 | 11 | 12 | 13 | 14 | 15 | 16 |
| 17 | 18 | 19 | 20 | 21 | 22 | 23 |
| 24 | 25 | 26 | 27 | 28 | 29 | 30 |
| 31 | | | | | | |

Teacher Duty Days: 0 Student Days: 0

| AUGUST '16 | | | | | | |
|------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Teacher Duty Days: 2 Student Days: 0

| SEPTEMBER '16 | | | | | | |
|---------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

Teacher Duty Days: 20 Student Days: 19

| OCTOBER '16 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | 31 | | | | | |

Teacher Duty Days: 20 Student Days: 20

| NOVEMBER '16 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | 1 | 2 | 3 | 4 | 5 |
| 6 | 7 | 8 | 9 | 10 | 11 | 12 |
| 13 | 14 | 15 | 16 | 17 | 18 | 19 |
| 20 | 21 | 22 | 23 | 24 | 25 | 26 |
| 27 | 28 | 29 | 30 | | | |

Teacher Duty Days: 19 Student Days: 18

| DECEMBER '16 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | 31 |

Teacher Duty Days: 17 Student Days: 17

| JANUARY '17 | | | | | | |
|-------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| 1 | 2 | 3 | 4 | 5 | 6 | 7 |
| 8 | 9 | 10 | 11 | 12 | 13 | 14 |
| 15 | 16 | 17 | 18 | 19 | 20 | 21 |
| 22 | 23 | 24 | 25 | 26 | 27 | 28 |
| 29 | 30 | 31 | | | | |

Teacher Duty Days: 20 Student Days: 20

| FEBRUARY '17 | | | | | | |
|--------------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | 1 | 2 | 3 | 4 |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | | | | |

Teacher Duty Days: 15 Student Days: 15

| MARCH '17 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | |
| 5 | 6 | 7 | 8 | 9 | 10 | 11 |
| 12 | 13 | 14 | 15 | 16 | 17 | 18 |
| 19 | 20 | 21 | 22 | 23 | 24 | 25 |
| 26 | 27 | 28 | 29 | 30 | 31 | |

Teacher Duty Days: 23 Student Days: 23

| APRIL '17 | | | | | | |
|-----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | | | 1 |
| 2 | 3 | 4 | 5 | 6 | 7 | 8 |
| 9 | 10 | 11 | 12 | 13 | 14 | 15 |
| 16 | 17 | 18 | 19 | 20 | 21 | 22 |
| 23 | 24 | 25 | 26 | 27 | 28 | 29 |
| 30 | | | | | | |

Teacher Duty Days: 14 Student Days: 14

| MAY '17 | | | | | | |
|---------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | 1 | 2 | 3 | 4 | 5 | 6 |
| 7 | 8 | 9 | 10 | 11 | 12 | 13 |
| 14 | 15 | 16 | 17 | 18 | 19 | 20 |
| 21 | 22 | 23 | 24 | 25 | 26 | 27 |
| 28 | 29 | 30 | 31 | | | |

Teacher Duty Days: 22 Student Days: 21

| JUNE '17 | | | | | | |
|----------|----|----|----|----|----|----|
| S | M | T | W | Th | F | S |
| | | | | 1 | 2 | 3 |
| 4 | 5 | 6 | 7 | 8 | 9 | 10 |
| 11 | 12 | 13 | 14 | 15 | 16 | 17 |
| 18 | 19 | 20 | 21 | 22 | 23 | 24 |
| 25 | 26 | 27 | 28 | 29 | 30 | |

Teacher Duty Days: 16 Student Days: ES 13
MS 14
HS 15

1. First Semester begins 9/6/2016, second semester begins 1/30/2017.
2. School year totals: 188 Faculty, 182 HS students, 181 MS students, 180 Elementary Students.
3. Four Superintendent conference dates also count towards 180 minimum days in session per SED for state aid purposes.
4. This calendar allows for four (4) "emergency days".
5. If additional emergency days are needed the options are as follows: Elementary students will attend June 20, June 21; Middle School will attend June 21.
* If additional days are needed they will come off spring break starting with April 10 and working forward as needed.



**Kenmore-Town of Tonawanda
Union Free School District**

Transportation Department

Debbie Hoffman
Transportation Supervisor
1680 Military Road
Buffalo, NY 14217
(716) 874-8611
Dhoffman2@ktufsd.org

September 6, 2016

RE: Transportation Contract for 2016-2017
Kenmore Town of Tonawanda UFSD and
Transpo Bus Services LLC

Enclosed

Transportation Contract
Transpo Bus Service LLC signed Bid Tabulation
Advertisement for bids
BOE Recommendation
Specification and Bid Form for Transportation of Students