

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

ASSIGNMENT OF CONTRACT

It is hereby mutually agreed that the transportation contract entered into between the Board of Education of School District Kenmore Town of Tonawanda USD in Erie County and Carrier Coach under date of June 25th, 2016 for a period of 1 years beginning on July 11th, 2016 is hereby assigned to Buffalo Transportation.

In agreeing to such assignment the Board of Education agrees to pay to the assignee the amounts of money specified in the original contract. It is also agreed by the assignee that the conditions of the original contract will be carried out in exactly the manner specified therein and in accordance with the intentions of the Board of Education at the time the contract was entered into for the amounts of money specified.

Trustee or President of the Board of Education*

Debra L. Crow

Effective Date of Assignment

Contractor (Assignor)

[Signature]

New Contractor (Assignee)

I have reviewed the original contract as well as the above assignment of same.

Approved: _____

District Superintendent of Schools

*Signatures required for school districts:

For Board of Education, President

For Three Trustee Districts, Chairman

For Sole Trustee Districts, Trustee Only

KENMORE-TOWN OF TONAWANDA
UNION FREE SCHOOL DISTRICT
Purchasing Department

February 4, 2015

original award of bid

TO: Dawn Mirand, Board of Education
FROM: Ken Morton, Purchasing Manager
SUBJECT: Transportation, With an Accompanying Attendant,
For A Student with Special Needs

In conjunction with the Director of Transportation, Mr. Jack Burns, it is recommended that the Board of Education award the contract in the aforementioned category to the low bidder meeting specifications, Carrier Coach as detailed below.

School Term – February 11th, 2015 through June 5th, 2015:

<u>Company</u>	<u>Bid Amount</u>
Carrier Coach	\$20,945
Student Transportation of America	\$23,075

Summer School Term – July 13th, 2015 through August 21st, 2015:

<u>Company</u>	<u>Bid Amount</u>
Carrier Coach	\$8,850
Student Transportation of America	\$9,750

Bids were opened February 4, 2015
Number of Bids Sent Out = 3
Number of Bids Received = 2

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 WITH AN ACCOMPANYING ATTENDANT
FOR A SPECIAL NEEDS STUDENT

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, January 28, 2015. Bids will be publicly opened and read in the office of the Purchasing Manager on Wednesday, February 4, 2015 at 3:00 p.m.

Name of bidder: Carrier Coach Inc.

Address of bidder: 3999 Lake Shore Rd

Blasdell, Ny 14219

Telephone Number: 716 627 5919

Fax Number: 716 627 0299

Ask for: Debra Hultberg

Bid Reference #: _____
(If Any)

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

Page 2

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.

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 Carrier Coach Inc.

Signed by Dulma S. Hattbey

Title General manager

Date 2/4/15

Specifications Transportation, With An Accompanying Attendant, For A Student with Special Needs

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, With an Accompanying Attendant, For A Student With Special Needs.

1. The student with special needs is in the 8th grade and will need transportation from 27 Riverdale Ave., Buffalo, NY 14224 to the Heritage Center Maryvale Campus located at 777 Maryvale Drive, Buffalo, NY 14207 where the school hours are from 8:00 a.m. until 2:15 p.m. **ONLY AUTHORIZED PASSENGERS APPROVED BY THE SCHOOL DISTRICT ARE ALLOWED ON THIS TRANSPORT.**
2. An attendant will need to be on board to accompany the student at all times.
3. The contract term shall be in two parts:
 - (i) Until the end of the current academic year in June starting with the approval of said contract at the Board of Education meeting slated for February 10th, 2015. That is, from February 11th, 2015 through June 5th, 2015 less Winter Recess Feb. 16th – 20th, Spring Break, April 3rd – 10th and Memorial Day. (71 days)
 - (ii) Summer School session runs from July 13th, 2015 through August 21st, 2015 (30 days).
4. Payment for services rendered shall relate to days of attendance by the student. That is, if the student becomes ill and cannot attend school, no service shall be required, no payments made.
5. 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.
6. Payment to bidder will be made during the month following the rendering of service, based upon a monthly invoice for work performed. Example: for February work – payment in March
7. 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 ChromeYellow), and must be marked and equipped according to N.Y.S. Department of Transportation and Department of Motor Vehicles regulations.

Specifications Transportation, With An Accompanying Attendant,
For A Student with Special Needs

8. 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.

9. Experience: Bidder is requested to indicate his experience along with a minimum of three (3) references in transporting special needs students. 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.

10. 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.

11. 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.

12. Required Liability Coverage: The successful bidder, at his sole expense, shall carry the following insurance:

- a) Automobile liability insurance with the minimum limits of:

Combined single limit	\$ 1,000,000.00
Excess liability	\$10,000,000.00

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.

**Specifications Transportation, With An Accompanying Attendant,
For A Student with Special Needs**

13. **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 a completed SBM-15 form as soon as possible after the start of service.

14. Bidder must use Bid Form attached, which is supplied by Kenmore-Town of Tonawanda UFSD for submission of bid prices.

15. 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.

16. **Motor Fuel:** Fuel is the responsibility of the bidder.

17. **Dispatcher:** Each contractor shall have a dispatcher on duty for each school day during the times bus is en route. 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.

18. 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.

19. **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.

20. **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.

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..

Specifications Transportation, With An Accompanying Attendant,
For A Student with Special Needs

- b) Bus aides shall have the same training pertaining to special education students as required by the Commissioner of Education for bus drivers.
 - c) 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.
 - d) The successful bidder shall maintain the same driver on each bus run as much as possible and regular routes shall be maintained.
 - e) 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.
21. 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.
22. Shuttling of Students: No transferring of pupils between vehicles will be permitted unless approved by the school district.
23. 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.
24. 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.
25. Routing: All routes must be prepared by contractor and receive approval by the Kenmore-Town of Tonawanda UFSD Transportation Supervisor.
26. 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 Transportation, With An Accompanying Attendant, for a Student With Special Needs

PART (i):

Bid for Transportation, With An
Accompanying Attendant, for a Student With
Special Needs As Per Bid Specifications

Price Per Day (Roundtrip) for Student = \$ 295.00

Estimated Total Contract Value from February 11th through
June 5th, 2015

\$ 295.00 x 71 = \$ 20,945.00
Price Per Day (Roundtrip) for Student

Comments (if any):

Bid Form for Transportation, With An Accompanying Attendant, for a Student With Special Needs

PART (ii):

Bid for Transportation, With An
Accompanying Attendant, for a Student With
Special Needs As Per Bid Specifications

SUMMER SCHOOL

Price Per Day (Roundtrip) for Student = \$ 295.00

Estimated Total Contract Value from July 13th through
August 21st, 2015

\$ 295.00 x 30 = \$ 8,850.00
Price Per Day (Roundtrip) for Student

Comments (if any):

Bid Form for Transportation, With An Accompanying Attendant, for a Student With Special Needs

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 Student Transport.....	4 pages
Bid Form for Student Transport	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 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.

Bid Form for Transportation, With An Accompanying Attendant, for a Student With Special Needs

Signed Alma S. Hattley Title General Manager

Dated February 4, 2015

Company Name Carrier Coach Inc.

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

Title sheet filled in ✓

Compliance Requests Per Bid Specifications
(Experience, Ownership, Insurance, etc.)
To Be Forwarded to Ken-Ton Director of
Transportation if Bidder is Successful ✓

Unit prices/Totals filled in ✓

SIGNATURES ✓

READ, UNDERSTOOD, & APPLIED
SPECIFICATION INSTRUCTIONS ON
FILLING OUT THE BID FORM, KNOWING
THAT FAILURE TO COMPLY SHALL
RESULT IN DISQUALIFICATION OF THE BID ✓

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, With An Accompanying
Attendant, for a Student With Special Needs
Bid Opening Deadline: 3:00 p.m.
Wednesday, February 4, 2015