



SYRACUSE CITY SCHOOL DISTRICT

Jaime Alicea, Superintendent of Schools

Department of Finance

Suzanne Slack, Chief Financial Officer

November 26, 2020

Subject: Request for Proposal #SCSD2021-005
Pupil Transportation Services

Dear Vendor:

Attached is a Syracuse City School District Request for Proposal (RFP) seeking a contract to provide Pupil Transportation Services. The District is seeking a quality firm to provide excellent services.

Please review the attached materials and respond in accordance with the instructions in the RFP. If you have technical questions relating to the scope of services or questions relating to the RFP process please submit all questions via email to RFP@scsd.us by no later than 3:30 p.m. EST, on December 10, 2020.

The original proposal with five (5) copies of the proposal, AND one electronic PDF copy of the proposal on USB/DVD/CD must be submitted all together in a sealed package to the Syracuse City School District, Attn: Deanne Dwyer, 1025 Erie Boulevard West, Syracuse, NY 13204, no later than 3:30 p.m. EST, on January 28, 2021.

Thank you for your anticipated interest in providing this service to the Syracuse City School District. If it is not your intention to submit a proposal, please notify us via email at RFP@scsd.us before the proposal close date.

Sincerely,

Suzanne Slack
Chief Financial Officer

Attachments

SYRACUSE CITY SCHOOL DISTRICT *REQUEST FOR PROPOSAL*

Pupil Transportation Services

RFP# #SCSD2021-005

Syracuse City School District
Finance Department

REQUEST FOR PROPOSAL
RFP REFERENCE #SCSD2021-005

Syracuse City School District

ONE (1) ORIGINAL PROPOSAL AND FIVE (5) COPIES OF THE PROPOSAL
AND ONE (1) ELECTRONIC PDF COPY OF THE COMPLETE, SIGNED PROPOSAL ON
USB/DVD/CD MUST BE RECEIVED PRIOR TO
3:30 P.M. EST, ON JANUARY 28, 2021
AT THE FOLLOWING ADDRESS:

SYRACUSE CITY SCHOOL DISTRICT
ATTN: DEANNE DWYER
1025 ERIE BOULEVARD WEST
SYRACUSE, NY 13204

NO EXCEPTIONS

SPECIAL NOTE:

Proposal packages must be sealed and clearly marked on the exterior showing
the proposal name and reference number as listed in this solicitation.

PROPOSAL REFERENCE #SCSD2021-005

Pupil Transportation Services

PLEASE PRINT THE WORDS "ORIGINAL" ON YOUR ORIGINAL COPY
AND LABEL ALL COPIES WITH THE WORD 'COPY'.

PUBLIC ATTENDANCE IS NOT PERMITTED.

GENERAL INFORMATION

The Syracuse City School District, Syracuse, New York (the District) is soliciting written proposals for Pupil Transportation Services from firms that have had experience in providing high quality services of this type to comparable clients/municipalities of similar size and scope, and that have the staff capacity and expertise to do so for the District.

This Request for Proposal provides general information regarding the District and the specific requirements for proposals to be submitted.

The anticipated term of the contract will be for an initial term of three (3) years beginning September 1, 2021 and ending August 31, 2024, and then may be renewed for two (2) additional one (1) year periods thereafter for September 1, 2024 through August 31, 2025 and September 1, 2025 through August 31, 2026.

BUDGETARY FUNDING

Execution of a definitive agreement for the initial proposal year and for any year beyond the initial proposal year is contingent upon the annual appropriation of sufficient funds for this contract and approval of the Board of Education.

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

PROPOSAL SUBMITTAL REQUIREMENTS

Only complete signed proposals addressed to Syracuse City School District, Attn: Deanne Dwyer and submitted prior to or by the appointed time and date at the designated delivery address in this RFP #SCSD2021-005, will be considered valid.

Proposals received by the due date and time will be recorded in private at the Syracuse City School District Finance Department and given to appropriate District personnel for further review.

PUBLIC ATTENDANCE IS NOT PERMITTED.

Proposals submitted after the stated time and date will not be considered and will be returned to the Proposer unopened.

SPECIFICATION AVAILABILITY

Proposers may review an electronic copy of the RFP specification on the District's website (www.syracusecityschools.com). Proposers shall affirm in their responses that they have had the opportunity to review the specifications.

EXAMINATION OF SOLICITATION DOCUMENTS & ADDENDA

Prospective proposers shall examine Solicitation Documents carefully before submitting a proposal. Proposers are expected to examine all special provisions, specifications, schedules and instructions included in this request. Failure to do so will be at the Proposer's risk.

Any questions, or requests for clarification of any ambiguity, or correction of any inconsistency or error in the documents **must be submitted in writing by e-mail to RFP@scsd.us no later than 3:30PM EST on December 10, 2020. No exceptions.**

If any substantive requests for information are received and responded to by the District, a written addendum to this RFP will be issued and shall be binding on all Proposers.

The District's response to such substantive written request shall be issued in a written addendum to the RFP and shall be binding on all Proposers.

Please provide complete contact information with email address as soon as possible after receiving this request through email to RFP@scsd.us so responses, if required, can be distributed uniformly via addendum.

Only written addenda issued by the District's Finance Department shall be binding. No officer, employee, or agent of the Syracuse City School District is authorized to clarify or amend the Solicitation Documents by any other method. Any such clarification or amendment, if given, is not binding on the Syracuse City School District.

TIMELINE

The timeline set out herein represents the District's best estimate of the schedule that will be followed. However, delays to the procurement process may occur which may necessitate adjustments to the proposed schedule. If a component of this schedule, such as the submission deadline, is delayed, the rest of the schedule may be shifted as appropriate. Any changes to the dates up to the proposal submission deadline of the RFP will be posted on the District's website (www.syracusecityschools.com) as an official, written addendum prior to the proposal submission deadline of this RFP. After the close of the RFP, the District reserves the right to adjust the remainder of the proposed dates, including the dates for evaluation, negotiations, contract award and the contract term on an as-needed basis with or without notice.

The anticipated schedule is as follows:

Advertise RFP on District's website	November 26, 2020
Final Date for Submission of Questions	December 10, 2020
Addendum Issued by District (if necessary)	December 18, 2020
Proposal Submission Deadline	January 28, 2021
RFP Evaluations Begin	January 29, 2021
Evaluation Committee Recommendation	April 12, 2021
Award Recommendation (Work Session)	April 26, 2021
Expected Award Date (Board of Education)	May 11, 2021
NYSED Contract Approval	September 1, 2021
Expected Contract Start Date	September 1, 2021

ACCEPTANCE PERIOD

All proposal information may be considered proprietary during the evaluation period. After award of the contract(s), all information will be considered public and will be made available for inspection by appointment and/or via the Freedom of Information Law (FOIL) process.

FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officer Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of which could cause substantial injury to the Proposal's competitive position or constitute a trade secret. Proposers who have a good faith belief that the information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law must clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page, "**THE PROPOSER 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 has 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.

MODIFICATION AND/OR WITHDRAWAL OF PROPOSAL

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

Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing under the signature of the Proposer and must be received by the District prior to the official closing time and date for receipt of proposals.

Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

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

DURATION OF PROPOSAL

To be considered, proposals must be held firm for a minimum of two hundred (200) days from the deadline for submission of the proposals to allow for acceptance by the District.

CONTRACT AGREEMENT

The selected Proposer will be required to enter into and sign a formal written contract (See Attachment #1) between the District and the Proposer, reviewed by legal counsel for the Syracuse City School District. This RFP and the response of the successful Proposer will become a part of the Contract and will be in effect for the duration of the contract period. The Contract language will control over any language contained within this RFP that conflict with the signed and fully executed Contract.

The District retains the option of canceling the award if the successful Proposer fails to accept such obligations.

CONTRACT AVAILABILITY (“Piggybacking”):

The District will make this contract available to all municipalities, school districts and political subdivisions subject to eligibility under state law. Contracted vendors can provide substantially the same goods and services under the same terms and conditions detailed in the RFP, provided local law permits and the requesting municipality, school district and/or political subdivision make their own payment arrangements. The vendor may not increase the price on the contract but may negotiate a reduction. The District is not responsible for determining an entity’s ability to piggyback, and that right is reserved exclusively to local counsel. Extension of the contract to additional entities is optional for the vendor.

NEGOTIATED CHANGES

In the event negotiated changes occur after the awarding of the contract, the same pricing policies called for in the original contract will remain in effect.

NOTE TO PROPOSERS

Please retain a copy of this complete document for your records. This is the only copy you will receive.

You will be forwarded notice of the awarded services only.

The Syracuse City School District reserves the right to waive any formalities and to reject or negotiate any and all proposals without assigning any reason.

Please be advised that any exceptions to these specifications may be cause for your proposal to be disqualified.

Any and all exceptions to this specification must be clearly and completely indicated. Attach additional pages if necessary.

TERMINATION

Either party may terminate this Agreement:

1. without cause by giving the other party ninety (90) days' prior written notice of such termination;
2. immediately upon a party failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from the other party; or
3. immediately upon reasonable cause and notice to the other party.

The District may terminate this Agreement immediately and without penalty upon the revocation or unexpected discontinuance of relevant funding.

In the event of early termination of this Agreement, Contractor shall reimburse the District for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

Termination will be effected by delivery to the Proposer of a written notice to terminate, stating the date upon which the termination becomes effective. Upon receipt of the notice to terminate, the Contractor shall:

1. Stop all work
2. Assign to the District all right, title and interest in the work being developed.
3. Deliver forthwith to the District all completed work and work in progress.
4. Preserve and protect, until delivery to the District, all material plans, and documents related to this contract, which, if the contract had been completed, would have been furnished to the District or necessary to the completion of the work.
5. Return all supporting documents, data, or other materials supplied by the District to the Proposer; such conveyance to be in a manner so as to preserve the inherent or assumed confidential nature of such documents, data or other materials.

FORCE MAJEURE

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

impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of this Request for Proposals.

LIVING WAGE ORDINANCE:

The Living Wage Ordinance applies to this proposal. The current rates are as follows:

With Benefits: \$13.63

Without Benefits: \$16.10

Any vendor providing a service under this contract to the Syracuse City School will be responsible for complying with the City of Syracuse living wage ordinance while providing said service. The living wage statute and supporting documents can be found on the City of Syracuse website at: www.syracuse.ny.us

INSURANCE REQUIREMENTS

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

The policy naming the SCSD as an additional insured shall:

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

Indemnification:

Contractor agrees to indemnify and hold harmless SCSD from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any claim or demand is asserted against it which reasonably may result in liability to SCSD, that Contractor shall give prompt notice thereof in writing to SCSD and shall cooperate in the investigation of the claim and any defenses arising therefrom.

PROHIBITION AGAINST CONFLICTS OF INTEREST, GRATUITIES AND KICKBACKS

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

Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seem to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

AUTHENTICATION OF PROPOSAL AND AFFIDAVIT OF NON-COLLUSION AND NON-DISCRIMINATION

Authentication of proposal, affidavit of non-collusion and non-discrimination forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

BACKGROUND

Syracuse City School District

The Syracuse City School District is a dependent district of the City of Syracuse that provides quality educational services to over twenty-one thousand (21,000) students in grades Pre-Kindergarten through Grade 12, in approximately thirty-five (35) buildings. The District operates and maintains its own transportation, food service and maintenance programs. The District's fiscal year begins on July 1 and ends on June 30. The District is designated as a Large City School District (cities having a population in excess of 125,000) a/k/a/ a "Big 5" School District and is fiscally dependent on the City of Syracuse.

The District has eleven (11) bargaining units that cover approximately 3,900 employees.

The District has a seven (7) member Board of Education elected by seat.

The District's management consists of:

- Superintendent of Schools
- Chief of Staff
- Chief Academic Officer
- Chief Accountability Officer
- Chief Financial Officer
- Chief Human Resources Officer
- Chief Ombuds / Student Support Services Officer
- Chief Operations Officer

SCOPE OF SERVICES

The District is seeking qualified vendors to provide Pupil Transportation Services as described below. Any aspects of the service not addressed in the Scope of Services are left for the Proposer to address. It is important for the Proposer to state any assumptions on which its proposal rests.

The contract will be awarded to the best Proposer as determined by the District. It is appropriate to emphasize that the lowest Proposer may not be the best. The district recognizes the complicated nature of delivering reliable and efficient school transportation. In order to adequately measure the capabilities of the Proposer, the District will evaluate and score each proposal in accordance with the criteria presented in the Evaluation Criteria section below. The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

The Proposer is required to address each of the requirements identified in the minimum requirement sections to follow.

PROPOSALS

Thank you for your anticipated interest in providing this service to the District. If it is not your intention to submit a proposal, please notify the District in writing before the proposal close date.

The proposal shall be clear, concise and shall include sufficient detail for effective evaluation and for substantiating the validity of stated claims.

To enable the District to compare the proposals received, the District asks that your proposal include the information specified below in the sequence listed, with each section of your proposal numbered to correspond to the number sequence below.

I. MINIMUM REQUIREMENTS FOR QUALIFICATION OF PROPOSER / REFERENCES

Each proposer shall submit as part of the proposal a statement of Proposer qualifications including at least three (3) references from similar Districts/Entities where services of a comparable nature and size to the scope of services requested were provided including the District/Entity name, contact person, telephone number, email address, scope of services provided, and dates services were provided. Written letters of recommendation from these clients are strongly encouraged to be included in the proposal. References cannot be from the Syracuse City School District and/or any current employees of the District cannot be used as a reference. Previous services provided for the District cannot be used as a reference.

II. MINIMUM REQUIREMENTS FOR PRICING

The price shall include all labor, materials, equipment, buses, supplies, fuel, overhead and profit, and all other related costs.

The District reserves the right, prior to an award of contract, to evaluate the segment prices of regular route cost, extra trip cost, and negotiate and/or reject any unit price that is determined by the District to be unreasonable in amount. The District reserves the right to correct mathematical errors in extensions and additions by the proposer. The District's corrected proposal sum in total shall take preference over the proposer's incorrectly computed proposal sum total.

Time Calculations

Time will be calculated from when the first child boards a bus until the last child exits the bus at a school on an AM route, from the time the first child boards the bus and the last child exits the bus on a noon time route, or from the time the first child boards the bus at a school site until the last child exits the bus at the end of the route.

Schedule Changes

There will be no additional charge for closures caused by pandemic-like illnesses, mandated closures, early dismissals, delay of opening or exam schedules at any school serviced by the successful proposer.

Program Growth

The District reserves the right to increase or decrease the number of buses over the life of the contract, due to increase or decrease in schools' services, student population, change in school hours, or any other demographic change. The number of buses needed may increase or decrease based on student enrollment and placement. The proposer may suggest a viable alternative to increased bus service; however, the District retains the right to make the final determination as to the course of action to follow.

Add/Delete Clause

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

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

Route Mileage

The successful Proposer will supply a complete set of mileage documents to the nearest tenth of a mile and student counts for all routes. This information will be supplied to the District each year on forms supplied by the District when requested at no additional cost.

III. MINIMUM REQUIRMENTS FOR EQUIPMENT & PERSONNEL

Bus Listing

The Proposer shall submit a complete listing of all vehicles including make, model, valid registration, inspection, year and vehicle age that will be used to provide services including spare buses under the terms of this proposal.

Equipment Ownership

The Proposer shall submit proof of ownership or financing and ability to deliver the required number of school buses (including spare buses) must be provided. A physical inspection of all equipment and resumes of key personnel such as the Senior Location Manager as well as lower-level management including operations manager, dispatchers, compliance officer, and road supervisor will be part of this evaluation.

Any vehicle used in this contract may not exceed eight (8) years in age and should average no greater than five (5) years in age including spare buses.

Any new vehicle purchased during the contract term for use in providing service to the District will be equipped with A/C and tinted windows.

Refer to Vehicle Specifications section for additional requirements relating to vehicles.

Technical Plan

A technical plan with specific dates must be provided to track the events that will lead up to the first day of service under this contract. Such dates should include delivery of equipment, hiring of staff and drivers, etc.

Maintenance Program

A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.

Facilities

A detailed description of all terminals and maintenance facilities must be submitted. This should include location, square footage, age, condition and a list of other equipment or resources available to better service the District. Photographs must be included. A physical inspection of these facilities may be part of this evaluation. All facilities must meet local zoning codes and be within reasonable distance within the limits of the City. Proposer must provide adequate storage and indoor repair and inspection facilities..

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

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

The successful Proposer must provide voice communication between base of operations and drivers, shall supply the District with two (2) portable radio sets to the band of Proposer's operations for all frequencies at no additional cost to the District.

The successful Proposer shall provide the District with two (2) two-way radio sets capable of monitoring vehicles supplied to the District in performance of this contract at no additional cost to the District. There should be 2 sets per Proposer location – meaning if the successful Proposer is based out of 2 separate locations, one location must provide two (2) two-way radio sets and the other location must also provide two (2) two-way radio sets.

The successful Proposer will supply all fuel for all vehicles necessary for use of any part of the proposal.

Accidents

The Proposer must submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period. The level of losses and other statistics such as

incident per vehicle per year will be considered in this evaluation. This information must include all companies that are currently or previously owned by the Proposer either in part or in whole.

The successful Proposer shall immediately report any accident while under the District contract and have a road supervisor at the scene. The successful Proposer must provide appropriate written documentation to the District within twenty-four (24) hours or the next school day. The successful Proposer shall also notify the school and the appropriate state agencies. All accidents will be reviewed at the Accident Review Committee meeting with a company representative.

Equal Employment and Non-Discrimination

The District is committed to a policy of providing equal job opportunities on public contract and prohibiting discrimination against any employee, applicant, or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation. The Proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital and parental status, national origin, race, sex, veteran status, or political opinion or affiliation. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

The successful Proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful Proposer; state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, or political opinion or affiliation.

The successful Proposer shall cause any subcontractor engaged to perform any services required by this contract to include this Equal Opportunity clause in all solicitations, advertisements and employment practices it shall perform.

Management Staff

The District defines a route as the entire daily assignment of a vehicle or vehicles by the District for home to school each school day, to provide proper and effective management of such routes. The successful Proposer must have not less than one (1) operations manager and two (2) dispatchers, one (1) compliance officer, one (1) road supervisor for every fifty (50) vehicles on the road assigned to the District bus routes. At least one (1) must be available so that the lines of communication are maintained between the District and the successful Proposer during the times the buses are on their scheduled routes or field/athletic trips. This shall include evenings and weekends. The Proposer shall provide a schedule identifying the staff member who will be available each day including evenings and weekends when buses are scheduled with their direct contact information.

Drivers

The Proposer must supply properly certified, qualified New York State school bus drivers and bus attendants. Written certification of all driver training covered shall be provided to the District within seven (7) days of course completion.

The successful Proposer must provide a continuing safety education program for school bus drivers, bus attendants and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect. Copies of such notices shall be provided to the District within seven (7) days of completion. Written certification of all driver attendant and student training shall be provided to the District within seven (7) days of course completion. This includes emergency evacuation drill compliance forms.

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

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

The successful Proposer must provide adequate personnel to supervise drivers at all times during service hours, including in-service road supervision, field surveys, conduct driver interviews and discipline, and provide a liaison with the District.

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

The successful Proposer must submit a copy of the current Company policies concerning driver recruitment, training, and supervision and performance evaluation.

All bus drivers and bus attendants shall be subject to annual physical examinations as stated in Section 156.3 of the commissioner's Regulations (including Annual test for tuberculosis) and continuing approval of the school authorities. Physical examinations taken more than sixty (60) days prior to start of service shall not be considered current and shall not be accepted.

All bus drivers shall be subject to all regulations, imposed by school authorities, which are reasonable, and which are intended to safeguard the health and safety of the passengers, including but not limited to dress and appearance.

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

A direct telephone line(s) shall be provided at the successful Proposer's expense to the District transportation office so that immediate communication between the contract dispatcher and the

District transportation office is attained. Expanded service of five (5) direct lines or more is necessary at peak times in order to ensure immediate communication.

The successful Proposer will be responsible for all costs of hiring staff, including drivers and attendants and keeping them qualified for the remainder of the contract. This includes training, physicals, drug testing, physical performance tests, fingerprinting, refreshers, basic and advanced courses, safety meetings, abstracts, required 19A testing and all initial trainings and for retraining or any other such certifications required by state or local law, or other applicable law.

A complete description of the successful Proposer's driver compensation package and negotiations history must be submitted. This must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses. Agreements and/or employee handbooks must also be provided. The Proposer assumes all responsibility and/or liability that may arise in connection with existing labor agreements involving the present provider(s) of the transportation services being sought through the Request for Proposal. The Living Wage Ordinance is applicable to services provided under this Proposal.

All contract personnel shall be issued photo identification badges. Such badges shall be worn at all times when transporting District students, entering District buildings and must follow all sign in procedures when entering or leaving a building at the expense of the contractor.

All drivers shall ensure that a sign, no less than 8" x 10" designating the school name and school designed bus number, is posted in the second window on the passenger side of their bus prior to the start of their route. It must be visible at a distance of 15 ft. from the bus. The District will provide this list to the successful Proposer prior to the start of service.

The successful Proposer will hold a mandatory meeting before the start of the program each year. This meeting will include District staff, assigned drivers, attendants, dispatchers, trained bus supervisors, managers and anyone else the District deems necessary to attend. The District may require additional meetings and/or trainings with all costs for such to be the successful Proposer's responsibility.

The successful Proposer agrees that the District has the right to remove from District service any driver or attendant who in its judgment will detract from the safe and/or efficient operation of school buses under this contract.

Failure to Furnish

The District reserves the right to reject the proposal of any Proposer who fails to furnish the above information under Section "Drivers".

Approval for Drivers and Bus Attendants

The District's transportation department must validate and approve any school bus driver or school bus attendant prior to the beginning of the school year and whenever the successful Proposer assigns a new driver. A full roster of all school bus drivers and school bus attendants is then submitted to the Superintendent or Designee for final approval.

Substitutions

Substitutions of prior approved buses, personnel, equipment and materials may be authorized by the District in the following instances:

1. Failure by the Proposer to meet Specifications
2. Failure of a driver to pass physical examination or meet statutory or regulatory requirements and/or
3. Failure of the Proposer's supplier to meet delivery schedule or other conditions of the contract

IV. MINIMUM REQUIREMENTS FOR VEHICLE SPECIFICATIONS **Vehicles**

The successful Proposer certifies ownership or lease provisions for an adequate number of vehicles with equipment or features that are capable of providing for a child's special needs as specified on the route sheets. Such equipment shall include but shall not be limited to safety vests and car seats. The successful Proposer at no additional expense, shall provide such equipment to the District. Certification of ownership or lease provisions must be provided to the District no later than June 30, 2021 and then June 30th of each subsequent contract year.

All vehicles must be equipped with operable two-way radios which must be turned on at all times and child check when in service and must be capable of vehicle-to-station transmission. A GPS Tracking system that is compatible with current routing system Edulog, Transfinder or similar programs must be used. School Bus GPS tracking App for parent compatibility with Edulog, Transfinder or similar program must be included.

All vehicles used in the performance of this contract shall comply with the requirements of the New York State Department of Transportation, the New York State Department of Education and the Vehicle and Traffic Laws of the State of New York, the County of Onondaga, the City of Syracuse, and all other laws, regulations, or Executive Orders of the State of New York pertaining to the transportation of children – school children, preschool children, or children with special needs. All vehicles including spares substitutes, or emergency vehicles must be inspected by the New York State Department of Transportation and display a current Department of Transportation inspection. Every month the contractor will supply the District with an updated D.O.T. Fleet Pass/Fail Profile. A minimum of 80% pass rate will be enforced. Whenever the pass rate falls below 80%, a review of the fleet and recommendations for improvement will be provided by the successful Proposer to the District within thirty (30) days.

All vehicles must be equipped with a camera system that allows for online streaming and cloud storage capability as well as a real time video connection of both the inside and outside of the bus. Inside the bus, there should be a four-camera system with the following views:

- 1 Dedicated front window/drive camera
- 1 Front-to-Rear facing camera
- 1 Rear-to-Front facing camera
- 1 camera showing the step well and driver seat

Specifications and capabilities of this system must include but are not limited to:

1. System must have the ability to utilize up to four 1080p HD Digital cameras to provide the recording inside and/or outside the vehicle with maximum image clarity.
2. System must have the ability to utilize up to four 1080p HD analog cameras to provide recording and real-time viewing on display inside the vehicle or observation purposes.
3. The system must have the ability to use wide angle exterior cameras to provide coverage from headlight to taillight on each side of the vehicle with a single camera per side.
4. The system shall include a GPS antenna to receive satellite data that includes no less than latitude, longitude, speed, and date/time.
5. Recording unit must have built in multi-function LED status indicators for simple operation status and diagnostics
6. Recording unit must save data onto advanced DVR system log file to provide accurate event history for management and maintenance.
7. The recording unit and its primary data storage divide must be completely solid state and capable of powering up at -22 degrees Fahrenheit and operations up to an ambient temperature of 140 degrees Fahrenheit.
8. The system must utilize positive locking connectors for all connections
9. System should have high-fidelity audio capabilities.

Tapes, recordings, etc. shall be retained no less than 2 weeks prior to purging or disposal. When requested by the Transportation Department, Building Principal, or District designee, videos (hardcopy and electronic file) are to be provided to the requestor within 24 hours of the request at no additional cost to the District.

In the event of a breakdown or other unforeseen emergency the successful Proposer shall have a sufficient number of spare buses available to avoid interruption of schedules. The minimum number of spares is 10% or one (1) standby for every ten (10) buses.

The successful Proposer shall furnish the District a complete description of all vehicles to be used, including spares, substitute, or emergency vehicles prior to the contract start date, annually each August during the contract term and upon the District's requests at no additional cost to the District.

The District reserves the right to inspect all vehicles used in the performance of this contract at any time at no additional cost to the District.

Failure to provide or operate a sufficient number of vehicles as required by the Board of Education shall be sufficient reason to cancel this contract with thirty (30) days written notice of intent to terminate. Repetitive instances (as defined by the District) of safety violations, unsatisfactory driver performance, late buses, and/or failure to adhere to schedules shall constitute a breach of contract.

Should a carrier incur a delay of more than fifteen (15) minutes at the commencement of or at any time during the performance of a route, the driver shall immediately notify the transportation staff via telephone.

Air Conditioning and Tinted Windows

All buses purchased after the date of the proposal for use in services for the District must be equipped with A/C and tinted windows.

V. MINIMUM REQUIREMENTS FOR COMPUTERIZED ROUTING

Upon the request of the District's Transportation Director or his/her designee, the successful Proposer will provide such information as necessary for state reports at no additional cost to the District.

The successful Proposer will be provided routes electronically or in paper form from the District's Transportation Department giving the approximate time of departure from starting point together with indicated stops and the school to which the students are to be taken at no additional cost to the District.

The successful Proposer will not be allowed to change the bus stops, bus routes or A and B Block alignment unless directed by the District. Recommended changes must be provided in advance to the District Transportation Department in writing. In emergency situations the successful Proposer and the District will be allowed to request changes by telephone or written change form.

It is the District's responsibility to align bus routes with First School (A Block) and Second School (B Block) for efficiency. Routes that are not aligned and not efficient must be reported to the Director of Transportation immediately.

The District Transportation Department reserves the right to revise routes at any time.

All vehicles, personnel, and routing are subject to continuous supervision and approval by the District.

The successful Proposer is required to have the bus driver assigned to the routes complete a dry-run of all assigned routes prior to the start of the school year, summer program and/or when new routes are created during the school year.

VI. ADDITIONAL MINIMUM SPECIFICATIONS FOR THE TRANSPORTATION OF STUDENTS

The number of the students transported under this contract may vary significantly at different times of the year. The District does not guarantee any specific number of students to be transported under this contract.

Additional special safety equipment may be required. Special safety equipment may include, but is not limited to, star seats, harnesses & vests. The successful Proposer shall supply and ensure the use of safety equipment at all times at no additional cost to the District.

All buses and transportation vehicles must be cleaned and maintained to be in compliance with the New York State Department of Transportation Bus & Passenger Vehicle Regulations (Title 17, Parts 720, 721, 722 & 723) which can be located at:

<https://www.dot.ny.gov/divisions/operating/osss/bus-repository/busregs1.pdf>

In addition to the above, all buses need to be sanitized once per week and kept in broom clean condition prior to the beginning of each route. Drivers and attendants must wear masks and be in compliance the New York State Department of Health Guidance for Cleaning and Disinfection of Public Transportation settings found at:

<https://www.governor.ny.gov/sites/governor.ny.gov/files/atoms/files/PublicTransportationSummaryGuidance.pdf>

In the event of a school closure by the District, the following lead times will apply:

- 1-hour/2-hour Delay – Successful Proposer will be notified 1 hour prior to the start of the school day at the latest.
- Full Closure due to inclement Weather – Successful Proposer will be notified 1 hour prior to the start of the school day at the latest.
- Emergency Closures Due to Unforeseen Circumstances/Events – Successful Proposer will be notified 1 hour prior to the start of the school day at the latest.
- State Mandated Closure/Closures Related to Pandemic-like Illnesses – Successful Proposer will be notified as soon as possible after the District is notified that a closure is needed.

No transferring of pupils between vehicles will be permitted unless approved in advance by the District's Director of Transportation. Proposers will plan their routes so that pupils are transported in the same vehicle to both school and home.

NOTICE: All routes are to be services by a D.O.T. approved yellow school bus with flashing lights unless otherwise stipulated.

VII. NON-PERFORMANCE DAMAGES

Whenever the successful Proposer fails to comply with the specifications as outlined herein in the performance of the contract, the successful Proposer shall be subject to the following non-performance damages. The following listing is illustrative in nature and should not be considered as the comprehensive set of incidents. Refer to Appendix #1 for a schedule of non-performance damages.

VIII. REVIEW OF PERFORMANCE FOR CORRECTION / IMPROVEMENT

The successful Proposer shall meet with the District as required to review, report, and discuss performance. The District shall immediately inform the successful Proposer of any aspect of the contract performance that requires correction or improvement.

IX. STUDENT DISCIPLINE

The successful Proposer shall report all discipline problems to the building Principal and the Transportation Department and will work with school personnel to correct such problems in accordance with the Code of Conduct. The successful Proposer may be required to participate in the establishment of any revision of bus rules and regulations. The District, however, shall have final authority in establishing and revision bus rules and regulations affecting student behavior and discipline.

X. INVOICING

The successful Proposer shall bill for the services provided on a monthly basis providing sufficient detail for each charge as requested by the District. Electronic invoices in PDF Format will be emailed to the Accounts Payable Department at APayable@scsd.us no later than the 15th day of the following month for services rendered during that preceding month. Example: Invoices for services provided in October must be emailed by November 15th.

XI. STANDARD CONTRACT

By submission of its Proposal, successful Proposer accepts all terms in the District's standard contract template language (Attachment #1). In the event any other written agreements entered into between the District and successful Proposer contain terms inconsistent with Attachment #1, Attachment #1 shall govern.

EVALUATION CRITERIA

The District will review the proposals and select a Proposer on the basis of the evaluation criteria listed. The District reserves the right to reject and/or to negotiate any and all proposals submitted, to request additional information from all Proposers and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the firm that, in its opinion, best meets the District's needs, not necessarily the firm whose fees are the lowest.

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

Evaluation Criteria and the maximum possible points to be awarded for each criterion will be as follows:

No.	Evaluation Criteria	Maximum Points
1	The previous experience of the Proposer in transporting pupils	10
2	The name of each transportation company of which the Proposer has been an owner or manager	10
3	A description of any safety programs implemented by the Proposer	10
4	The record of accidents in motor vehicles under the control of the Proposer	5

5	The driving history of employees of the Proposer	10
6	Inspection records and model year of each of the motor vehicles under the control of the Proposer.	10
7	Maintenance schedules of the motor vehicles under the control of the Proposer	10
8	A Financial analysis of the contractor	5
9	Documentation of compliance with motor vehicle insurance requirements	5
10	Total cost of the Proposal	25

The District reserves the right to consider all relevant and reasonable information relating to the evaluation criteria listed, which may or may not be explicitly stated in the Scope of Services description, when selecting the successful Proposer.

Proposer Submission Requirements for Evaluation Criteria and Evaluation Considerations

1. Previous Experience

The Proposer will provide a listing of references as well as a description of previous experience including students with special needs. Written letters of recommendation from these clients are strong encouraged to be included in the proposal. References cannot be from the Syracuse City School District. No current employee of the District can be used as a reference. Previous services provided for the District cannot be used as a reference.

The Proposer will provide resumes for all key personnel that will be overseeing and providing services to the District such as the senior location manager, operations manager, dispatchers, compliance officers, and road supervisors.

The Evaluation committee will rate Proposer's previous experience in providing services to this District and other Districts of comparable size. Priority will be given to the level of service provided to those Districts. Safety, on time performance, sufficient coverage of all routes, problem solving, accessibility of management, and all staff including drivers' appearance are to be considered in evaluation of the Proposer. Scores may range from a high of 10 points to a low of 0 points.

2. Transportation Management

The Proposer will provide the name of each transportation company that the Contractor has been an owner or a manager at and previous experience including previous title(s) and responsibilities.

The Evaluation Committee will rate based on factors such as the scope, quality, continuity and/or history of titles held. Scores may range from a high of 10 points to a low of 0 points.

3. Safety programs

The Proposer will provide a description of safety programs implemented and program results.

The Evaluation Committee will rate the safety programs implemented by the Proposer and compliance with all appropriate Federal, State, and Local Agencies. Evaluation of training as well as mandated courses will be considered. Scores may range from a high of 10 points to a low of 0 points.

4. Record of Accidents

The Proposer will provide the last 5 statistical reports included in the Affidavit of Compliance.

In addition, the Proposer must submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period. The level of losses and other statistics such as incident per vehicle per year will be considered in this evaluation. This information must include all companies that are currently or previously owned by the Proposer either in part or in whole.

The Evaluation Committee will consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving injury shall be weighted more heavily than minor damage accidents. Scores may range from a high of 5 points to a low of 0 points.

5. Driving History of Employees

The Proposer will provide the driving abstracts for all drivers that will service the District.

The Evaluation Committee will review the driving abstracts and length of service of the employees of the Proposer. Scores may range from a high of 10 points to a low of 0 points.

6. Inspection Record and Model year

The Proposer will provide the previous 5 years of DOT BUSNET ratings including out of service rate.

The Proposer will provide a listing of all vehicles that will be used for this contract including model, year, mileage and capacity.

The New York State DOT BUSNET ratings for the Proposer for NYS terminals will be considered by the Evaluation Committee. Scores for this section will be determined by the BUSNET ratings as follows:

100-95% for ALL Terminals	10
90-94% for ALL terminals	8
85-89% for ALL terminals	5
80-84% for ALL terminals	2
79% or Lower for ALL terminals	0

Scores may range from a high of 10 points to a low of 0 points.

7. Maintenance Schedules

The Proposer will provide the maintenance schedules for all vehicles that will service the District.

The Evaluation Committee will review the preventative maintenance of the Proposer. Frequency of major repairs shall be noted as it relates to the age of the equipment and the down time of vehicles for repairs. Scores may range from a high of 10 points to a low of 0 points.

8. Financial Analysis

Proposers will submit audited and/or certified financial statements or in the case of publicly traded companies, their annual report.

The Evaluation Committee will review the financial documents submitted to determine the financial strength of the Proposer. Scores may range from a high of 5 points to a low of 0 points.

9. Motor Vehicle Insurance Requirements

The Proposer will submit proof of compliance with motor vehicle insurance requirement for the vehicles that will service the District.

The Evaluation Committee will review the financial documents submitted to determine the financial strength of the Proposer. Scores may range from a high of 5 points for full compliance of 0 for non-compliance.

10. Total Cost of Proposal

The Proposer will submit a service proposal describing services to be provided and the cost of those services.

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

Lowest Cost Proposal – 25 points

All Other Proposals – Less than 25 points based on formula below:

Points= Lowest price proposal divided by the price proposal being evaluated multiplied by cost points

Example: Vendor A (lowest proposal) proposers \$1,600,000, Vendor B price proposal is \$1,800,000 and Vendor C price proposal is \$1,980,000

Vendor A points will be $((1,600,000/1,600,000) \times 25) = 25$ points

Vendor B points will be $((1,600,000/1,800,000) \times 25) = 22.22 = 22$ points

Vendor C points will be $((1,600,000/1,980,000) \times 25) = 20.20 = 20$ points

11. Other Required Information

Provide completed Proposer's Information Sheet with current IRS Form W-9.

Provide completed Statement of Qualifications Form.

Provide acknowledgement of Non-Collusive Bidding Certification and complete Non-Discrimination Questionnaire as detailed in the following pages of this document.

The Proposer should state whether or not they are a Minority and/or Women-Owned Business and submit their current M/WBE certificate if applicable.

The Proposer should state whether or not they have a physical business location within the limits of the City of Syracuse and the address of such location.

Confirm the Proposer's acceptance of the District's standard contract template language (Attachment #1) or describe any proposed modifications to the District's standard contract template language.

Provide any other information that you believe will assist the District in making its selection. Such information may be in this last section of your proposal or may be presented in one or more appendices.

During the evaluation process, the Districts may, at its discretion, invite the top two (2) or more qualified Proposers for an interview. The District reserves the right to make a decision based on the interviews, in accordance with the Evaluation Criteria above. The District will make reasonable attempts to schedule each interview at a time that is agreeable to the Proposer. Failure of a Proposer to report to an interview on the date scheduled may result in rejection of the Proposer's proposal. Not all Proposers may be asked to make such oral presentations.

AWARD

The District hereby notifies all Proposers that it will affirmatively ensure that any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit offers and will not be discriminated against on the grounds of race, color, national origin in consideration of the award. Proposers hereby agree that should the Proposer be awarded this contract, or any portion of this contract, the Proposer will not discriminate against any person who performs work there under because of race, religion, color, sex, national origin, ancestry or any other protected category.

The District reserves the right to reject any or all proposals, to waive any informalities or technical defect in proposals, and unless otherwise specified by the District to accept any portion(s) of the proposal that may best serve the interest of the District including the right to award a contract without further discussion or negotiation with anyone proposing these services.

The District reserves the right to award this proposal in full or in part to one or more Proposers so as to best meet the District's needs.

Neither the contract nor any interest therein or payments to be made thereunder shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the District.

PRICE REDUCTION SUBSEQUENT TO AWARD

If at any time after the date of the proposal, the Proposer makes a general price reduction in the comparable price of any material/service covered by the contract to customers generally, an equivalent price reduction based on similar quantities/considerations shall apply to this contract for the duration of the contract period (or until the price is further reduced). Such price reduction shall be effective at the same time and in the same manner as the reduction in the price to customers generally. For purpose of this provision, a “general price reduction” shall mean any horizontal reduction in the price of an article or service offered (1) to Contractor’s customers generally, or (2) in the Contractor’s price schedule for the class of customers, i.e., wholesalers, jobbers, retailers, etc., which was used as the basis for bidding on this solicitation. An occasional sale at a lower price, or sale of distressed merchandise at a lower price, would not be considered a “general price reduction” under this provision. The Contractor shall submit his or her invoice at such reduced prices indicating on the invoice that the reduction is pursuant to the “Price Reduction” provision of the contract documents. The Contractor in addition will within ten days of any general price reduction notify the District of such reduction by letter. FAILURE TO DO SO MAY RESULT IN TERMINATION OF THE CONTRACT FOR CAUSE. Upon receipt of any such notice of a general price reduction, all ordering offices will be duly notified by the District.

MONITORING AND EVALUATION OF SERVICES

SCSD reserves the right to monitor and/or evaluate the services provided under an agreement with the Contractor. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with District and funding source requirements and guidelines.

DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

By submitting a proposal in response to this RFP, the Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

STUDENT PRIVACY

The Syracuse City School District (“SCSD”) is an educational agency within the meaning of Section 2-d of the New York State Education Law ("Section 2-d"), please refer to Attachment #1 Standard Contract Template, Attachment B for additional information and guidelines regarding Student Data and Privacy.

DATA SHEET RFP #SCSD2021-005

Proposer's Information

Please complete and return the following form with your response along with a copy of your firm's completed IRS Form W-9:

Company Name:	
Company Address: 	
City, State, Zip	
Contact Person:	
Name:	Title:
Email Address:	Fax No.:
Office Phone No.:	Mobile Phone No.:

PROFESSIONAL REFERENCES

(Inclusion of written letters of recommendation from References is **STRONGLY** encouraged.
The District and/or any current employee of the District cannot be used as a reference.)

REFERENCE #1 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #2 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

REFERENCE #3 _____

SCOPE OF SERVICES PROVIDED _____

DATES OF SERVICE _____

CONTACT PERSON _____

TITLE _____

PHONE # _____ **EMAIL** _____

PROPOSAL QUOTATION SHEET PROJECT #1
LARGE BUSES

FOR PUPIL TRANSPORTATION SERVICES
RFP #SCSD2021-005

***ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M EST. ON JANUARY 28, 2021
AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE
DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.***

**BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE
SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.**

PROPOSER'S NAME AND ADDRESS

Three (3) Year Period – September 1, 2021 – August 31, 2024

Approximately one hundred fifteen (115) Large** Buses will be needed to meet the needs for transportation for Home to School transportation during the school year. This transportation includes students in PreK through 12th grade and runs from September through June each year per the official school calendar. The number of buses needed could be increased or decreased based on student enrollment and placement.

Throughout the school day the District will need to utilize shuttles to transport students from one school to another, and from a school location to the location of various special programs. Shuttle schedules will be provided at the beginning of the year, with updates communicated by the Transportation Department for any adjustments that need to be made. In general, the district utilizes 10-15 shuttle buses per day, but this number may increase or decrease based on student enrollment, program participation and placement.

The Afterschool programs at the District end between 4:00pm and 6:30pm based on location. Routes for the Afterschool programs will be provided one (1) month prior to the beginning of the programs. Bus Attendants may be required to ride the after-school program buses if required by a student's IEP. Approximately eighty-five (85) buses will be needed for the After-School program routes, though this number could increase or decrease based on student enrollment, program participation, and placement.

Vehicle use will be at the discretion of the Syracuse City School District. The District will prepare routes and will assume the availability of the buses, drivers, and attendants for the times required.

Section 1:

Year #1 Pricing* for Large Bus** (Annual increase for subsequent years is capped at the New York State Transportation CPI):

Vehicle price per day for 5 Hours _____

Vehicle price per day for 6 Hours _____

Vehicle price per day for 7 Hours _____

Vehicle price per shuttle per hour _____ (approx. 10-15 Buses per day)

After School Program bus per trip _____ (approx. 85 Buses)

Section 2:

This contract requires the successful Proposer to provide one school bus attendant per vehicle where required by the District.

Approximately 115 Bus Attendants will be needed for a period of 5-7 hours, though this number may increase or decrease based on student enrollment and placement.

Year #1 Pricing for Bus Attendants (annual increase for subsequent years is capped at the New York State Transportation CPI):

Bus Attendant per day 5 Hours _____

Bus Attendant per day 6 Hours _____

Bus Attendant per day 7 Hours _____

Bus Attendant per after school program trip _____

*All prices are all inclusive

**Large bus = 66 passenger or larger

Description of Vehicle Hours

Vehicle use will be at the discretion of the Syracuse City School District.

On school days vehicles will be assigned according to need between the hours of 6AM – 7 PM

There will be no additional charge for early dismissals, opening delays or exam schedules at any school serviced by the successful Proposer. Fees paid for an early dismissal, opening delays, or exam schedules will be based on actual 5, 6 or 7 hours of use on these days.

PROPOSAL QUOTATION SHEET PROJECT #2
SMALL BUSES/VANS & WHEELCHAIR BUSES
EQUIPPED WITH “TRACK FLOORING”

FOR PUPIL TRANSPORTATION SERVICES
RFP #SCSD2021-005

***ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M EST. ON JANUARY 28, 2021
AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE
DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.***

**BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE
SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.**

PROPOSER’S NAME AND ADDRESS

Three Year Period – September 1, 2021 – August 31, 2024

Approximately Ten (10) Small Buses/Vans and Ninety (90) Wheelchair**Buses equipped with “Track Flooring” and Alternate Seating Capacities will be needed to service both home to school transportation needs and Special Education programs. Students riding these buses will range from Pre-K through 12th grade. The number of buses needed may increase or decrease based on student enrollment and placement.

Throughout the school day the District will need to utilize shuttles to transport students from one school to another, and from a school location to the location of various special programs. Shuttle schedules will be provided at the beginning of the year, with updates communicated by the Transportation Department for any adjustments that need to be made. In general, the district utilizes 10-15 shuttle buses per day, but this number may increase or decrease based on student enrollment, program participation and placement.

The Afterschool programs at the District end between 4:00pm and 6:30pm based on location. Routes for the Afterschool programs will be provided one (1) month prior to the beginning of the programs. Bus Attendants may be required to ride the after-school program buses based on student IEP requirements. Approximately twenty (20) buses will be needed for the After-School program routes that require Wheelchair capabilities, though this number could increase or decrease based on student enrollment, program participation, and placement.

Section #1 Pricing* for Small Bus** (annual increase for subsequent years is capped at the New York State Transportation CPI):

Vehicle price per day for 5 Hours _____

Vehicle price per day for 6 Hours _____

Vehicle price per day for 7 Hours _____

Section #2 Pricing for Wheelchair* Buses Equipped with “Track Flooring” and Alternate Seating Capacities capable of interchanging capacities as follows** (annual increase for subsequent years is capped at the New York State Transportation CPI):

Vehicle price per day for 5 Hours _____

Vehicle price per day for 6 Hours _____

Vehicle price per day for 7 Hours _____

Vehicle price per shuttle per hour _____ (approx. 10-15 Buses per day)

After School Program bus per trip _____ (approx. 20 Buses)

Section #3 Pricing* for Bus Attendants (annual increase for subsequent years is capped at the New York State Transportation CPI):

This contract requires the successful Proposer to provide one school bus attendant per vehicle where required by the District for home to school busing services and may require bus attendants for the afterschool program based on student IEP requirements.

Approximately one hundred (100) Bus Attendants will be needed for a period of time between 5-7 hours, though this number may increase or decrease based on student enrollment and placement.

Up to twenty (20) Bus Attendants may be needed between the hours of 4:00pm and 6:30pm EST. This number could increase or decrease based on student IEP requirements, program participation, placement and enrollment.

Bus Attendant per day 5 Hours _____

Bus Attendant per day 6 Hours _____

Bus Attendant per day 7 Hours _____

Bus Attendant per after school program trip _____

*All Prices are all inclusive

**Small Bus = Less than 66 student capacities

***Wheelchair Bus = Equipped with “Track” Flooring to permit interchangeable seating capacity such as:

49 students + 5 wheelchair stations

42 students + 4 wheelchair stations

30 students + 1 wheelchair station

28 students + 2 wheelchair stations

24 students + 3 wheelchair stations

18 students + 1 wheelchair station
12 students + 2 wheelchair stations
9 students + 3 wheelchair stations

All wheelchair buses must be equipped with A/C and tinted windows.

Description of Vehicle Hours

Vehicle use will be at the discretion of the Syracuse City School District.

On school days, the vehicles will be assigned according to need between the hours of 6AM – 7PM

Students riding these buses can range in grade level from PreK-12th grade.

There will be no additional charge for early dismissals, opening delays or exam schedules at any school services by the Proposer. Fees paid for an early dismissal, opening delays, or exam schedules will be based on actual 5, 6 or 7 hours of use on these days.

PROPOSAL QUOTATION SHEET PROJECT #3
FIELD TRIPS AND ATHLETICS TRIPS

FOR PUPIL TRANSPORTATION SERVICES
RFP #SCSD2021-005

***ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M EST. ON JANUARY 28, 2021
AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE
DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.***

**BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE
SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.**

PROPOSER'S NAME AND ADDRESS

Three (3) Year Period – September 1, 2021 – August 31, 2024

Transportation needs will vary according to the times of year and sports schedules. There will be no daily guarantee of the minimum or maximum amount of buses needed. Students riding Field Trip/Athletic busing range from Pre-K through 12th Grade. During a busy time, there may be 45 large buses needed between the hours of 2PM -7PM. In general field trips may take place between the hours of 7am and 4pm. Athletic transportation services are based on athletic schedules and pick ups may be required as early as 4pm and as late as 7PM. The district is not able to guarantee a definitive end time for athletic events.

The District will agree to pay a cancelation fee as specified in the proposal submission when a bus is not cancelled prior to one (1) hour before the time the trip is scheduled to begin.

There are times when our students with disabilities go on field trips. The successful Proposer must have wheelchair equipped buses available for these trips.

Year #1 Pricing for Field Trip and Athletics Buses (annual increase for subsequent years is capped at the New York State Transportation CPI) per destination as listed in the subsequent table:

*all prices are all inclusive and are from the District location to the destination specified and back.

SYRACUSE FIELD TRIPS AND ATHLETIC TRIP DESTINATIONS

ALL PRICING IS FROM SYRACUSE TO THE DESTINATION LISTED AND BACK

<u>Destinations</u>	<u>Round Trip</u>	<u>2 One-Ways</u>
Within Syracuse	\$	\$
Albany	\$	\$
Alexandria Bay	\$	\$
Amsterdam	\$	\$
APW	\$	\$
Auburn	\$	\$
Aurelius	\$	\$
Baldwinsville	\$	\$
Batavia	\$	\$
Binghamton	\$	\$
Boonville	\$	\$
Brewerton	\$	\$
Bridgewater	\$	\$
Brighton	\$	\$
Brockport	\$	\$
Brutus	\$	\$
Buffalo	\$	\$
Callicoon	\$	\$
Camden	\$	\$
Camillus	\$	\$
Canandaigua	\$	\$
Canastota	\$	\$
Carthage	\$	\$
Castile	\$	\$
Cato	\$	\$
Catskill	\$	\$
Cayuga	\$	\$
Cazenovia	\$	\$
Central Square	\$	\$
Cheektowaga	\$	\$
Chenango Forks	\$	\$
Chittenango	\$	\$
Cicero	\$	\$

<u>Destinations</u>	<u>Round Trip</u>	<u>2 One-Ways</u>
Clay	\$	\$
Clinton	\$	\$
Cobleskill	\$	\$
Colonie	\$	\$
Conquest	\$	\$
Constantia	\$	\$
Cooperstown	\$	\$
Corfu (Darien Lake)	\$	\$
Corning	\$	\$
Cortland	\$	\$
Cortlandville	\$	\$
Dewitt	\$	\$
East Hampton	\$	\$
East Rochester	\$	\$
Elbridge	\$	\$
Elmira	\$	\$
ESM	\$	\$
Fabius	\$	\$
Fayetteville	\$	\$
Fenner	\$	\$
Fishkill	\$	\$
Fulton	\$	\$
Geddes	\$	\$
Geneseo	\$	\$
Geneva	\$	\$
Georgetown	\$	\$
Glens Falls	\$	\$
Gouverneur	\$	\$
Greece	\$	\$
Hamilton	\$	\$
Hannibal	\$	\$
Henrietta	\$	\$
Herkimer	\$	\$
Homer	\$	\$
Horseheads	\$	\$
Howes Cave	\$	\$
Ilion	\$	\$
Ithaca	\$	\$

<u>Destinations</u>	<u>Round Trip</u>	<u>2 One-Ways</u>
Jamestown	\$	\$
Jamesville	\$	\$
Jordan	\$	\$
Lafayette	\$	\$
Lake George	\$	\$
Lake Placid	\$	\$
Lancaster	\$	\$
Lebanon	\$	\$
Liverpool	\$	\$
Lockport	\$	\$
Lowville	\$	\$
Lysander	\$	\$
Manlius	\$	\$
Marathon	\$	\$
Marcellus	\$	\$
Martville	\$	\$
Mattydale	\$	\$
Medina	\$	\$
Mexico	\$	\$
Montezuma	\$	\$
Moravia	\$	\$
Morrisville	\$	\$
Mount Vernon	\$	\$
Nedrow	\$	\$
New Hartford	\$	\$
New Haven	\$	\$
New York City	\$	\$
Newark	\$	\$
Niagara Falls	\$	\$
North Syracuse	\$	\$
Old Forge	\$	\$
Oneida	\$	\$
Oneonta	\$	\$
Onondaga	\$	\$
Oswego	\$	\$
Otisco	\$	\$
Owasco	\$	\$
Owego	\$	\$

<u>Destinations</u>	<u>Round Trip</u>	<u>2 One-Ways</u>
Penn Yan	\$	\$
Phoenix	\$	\$
Plattsburgh	\$	\$
Pompey	\$	\$
Port Byron	\$	\$
Potsdam	\$	\$
Poughkeepsie	\$	\$
Preble	\$	\$
Pulaski	\$	\$
Rensselaer	\$	\$
Rochester	\$	\$
Rome	\$	\$
Salina	\$	\$
Sandy Creek	\$	\$
Saranac Lake	\$	\$
Saratoga Springs	\$	\$
Schenectady	\$	\$
Scriba	\$	\$
Seneca Falls	\$	\$
Sennett	\$	\$
Sherrill	\$	\$
Skaneateles	\$	\$
Sodus	\$	\$
Spafford	\$	\$
Sterling	\$	\$
Thendara	\$	\$
Throop	\$	\$
Tonawanda	\$	\$
Troy	\$	\$
Truxton	\$	\$
Tully	\$	\$
Union-Endicott	\$	\$
Utica	\$	\$
Van Buren	\$	\$
Vernon	\$	\$
Verona	\$	\$
Vestal	\$	\$
Victory	\$	\$

<u>Destinations</u>	<u>Round Trip</u>	<u>2 One-Ways</u>
Volney	\$	\$
Wampsville	\$	\$
Wappingers Falls	\$	\$
Waterloo	\$	\$
Watertown	\$	\$
Watkins Glen	\$	\$
Webster	\$	\$
Weedsport	\$	\$
West Point	\$	\$
White Plains	\$	\$
Whitesboro	\$	\$
Yonkers	\$	\$

Cancellation Fee: \$_____ charge will be imposed if scheduled charter is cancelled within 1.0 hour of scheduled pick up time

Overnight Trips: Add \$_____ per night to cover expenses for driver (room, meals, etc.)

One Way*: Within Syracuse \$_____

**One Way trips are defined as trips that only go to the destination and do not involve a return trip.*

PROPOSAL QUOTATION SHEET PROJECT #4
SPECIAL NEEDS SUMMER TRANSPORTATION

FOR PUPIL TRANSPORTATION SERVICES
RFP #SCSD2021-005

***ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M EST. ON JANUARY 28, 2021
AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE
DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.***

**BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE
SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.**

PROPOSER'S NAME AND ADDRESS

Three (3) Year Period – September 1, 2021 – August 31, 2024

Approximately ninety (90) vehicles will be needed to meet the needs of the special needs summer school program (K-12 Students) which runs from July through August each year per official school calendar. The number could be increased or decreased based on student enrollment and placement.

Vehicle use will be at the discretion of the Syracuse City School District. The District will prepare routes and will assume the availability of the buses, drivers, and attendants for the times required.

Estimated Vehicle Types and Sizes:

- 1 - 10 Buses/Vans to accommodate up to 7 passengers
- 2 - 40 Buses to accommodate up to 42 passengers
- 3 - 40 Buses to accommodate up to 56 passengers

The number for each type could be increased or decreased based on student enrollment and placement.

Section 1:

Year #1 Pricing for Wheelchair Buses Equipped with “Track Flooring” and Alternate Seating Capacities capable of interchanging capacities as follows** (annual increase for subsequent years is capped at the New York State Transportation CPI):

Vehicle price per day for 6 Hours _____ (approx. 10 7-Passenger Buses/Vans)
Vehicle price per day for 6 Hours _____ (approx. 40 42-Passenger Buses)
Vehicle price per day for 6 Hours _____ (approx. 40 56-Passenger Buses)

Section 2:

Year #1 Pricing* for Bus Attendants (annual increase for subsequent years is capped at the New York State Transportation CPI)

This contract requires the successful Proposer to provide one school bus attendant per vehicle where required by the District.

Bus Attendant per day 6 Hours _____ (approx. 80-90)

*All prices are all inclusive

**Wheelchair Bus = Equipped with “Track” Flooring to permit interchangeable seating capacity such as:

49 students + 5 wheelchair stations
42 students + 4 wheelchair stations
30 students + 1 wheelchair station
28 students + 2 wheelchair stations
24 students + 3 wheelchair stations
18 students + 1 wheelchair station
12 students + 2 wheelchair stations
9 students + 3 wheelchair stations

All wheelchair Buses must be equipped with A/C and tinted windows.

Description of Vehicle Hours

All routes are for a period of six (6) hours.

There will be no additional charge for early dismissals, opening delays or exam schedules at any school services by the successful Proposer. Fees paid for an early dismissal, opening delays, or exam schedules will be based on actual 5, 6 or 7 hours of use on these days.

PROPOSAL QUOTATION SHEET PROJECT #5
LARGE BUSES SUMMER TRANSPORTATION

FOR PUPIL TRANSPORTATION SERVICES
RFP #SCSD2021-005

***ALL PROPOSALS MUST BE RECEIVED PRIOR TO 3:30 P.M EST. ON JANUARY 28, 2021
AT THE SYRACUSE CITY SCHOOL DISTRICT BOVA FACILITY, ATTN: DEANNE
DWYER, 1025 ERIE BOULEVARD WEST, SYRACUSE, NY 13204.***

**BE SURE THAT YOU HAVE COMPLETED AND SIGNED THIS PROPOSAL QUOTE
SHEET AND PROVIDED ALL OF THE INFORMATION REQUESTED.**

PROPOSER'S NAME AND ADDRESS

Three (3) Year Period – September 1, 2021 – August 31, 2024

Approximately Seventy-Five (75) Buses will be needed to meet the needs of the Summer School program which runs from July through August each year per the official school calendar. The number could be increased or decreased based on student enrollment and placement.

Vehicle use will be at the discretion of the Syracuse City School District. The District will prepare the routes and will assume the availability of the buses, drivers, and attendants for the times required.

Section 1:

Year #1 Pricing* for Large Bus** (annual increase for subsequent years is capped at the New York State Transportation CPI)

Vehicle price per day for 6 Hours _____ (approx. 75 Buses)

Section 2:

This contract requires the successful Proposer to provide one school bus attendant per vehicle where required by the District.

Approximately seventy-five (75) Bus Attendants will be needed for a period of 6 hours, though this number may increase or decrease based on student enrollment and placement.

Year #1 Pricing for Bus Attendants (annual increase for subsequent years is capped at the New York State Transportation CPI):

Bus Attendant per day 6 Hours _____

*All prices are all inclusive

**Large bus = 66 passenger or larger

All buses must be equipped with A/C and tinted windows

Description of Vehicle Hours

All routes are for a period of six (6) hours

There will be no additional charge for early dismissals, opening delays, or exam schedules at any school serviced by the successful Proposer. Fees paid for an early dismissal, opening delays, or exam schedules will be based on actual 5, 6 or 7 hours of use on these days.

STATEMENT OF QUALIFICATIONS

Please answer the following questions regarding your company's past performance. Attach a financial statement or other supportive documentation. Failure to reply to this instruction may be regarded as justification for rejecting a proposal.

1. Number of years in business _____.
2. Number of personnel employed Part time - _____, Full time - _____,
3. Is your company designated as a Minority and/or Women Owned Business (M/WBE):

-Minority Owned Business -Women Owned Business -Both -Neither

4. ORGANIZATIONAL STRUCTURE OF PROPOSER (check all which apply)
- | | |
|--|---|
| <input type="checkbox"/> general partnership | <input type="checkbox"/> corporation doing business under a tradename |
| <input type="checkbox"/> limited partnership | <input type="checkbox"/> individual doing business under a tradename |
| <input type="checkbox"/> limited liability corporation | <input type="checkbox"/> other (specify): _____ |
| <input type="checkbox"/> limited liability partnership | |

5. STATUS OF THE BUSINESS AND ITS CURRENT STANDING WITH THE SECRETARY OF STATE'S OFFICE; e.g., are all required filings current and in good standing or has the entity been withdrawn or canceled.
- ☐Yes ☐No

New York corporations - Will the Secretary of State be able to issue a Certificate of Good Standing within 30 days of the proposal opening?

or

Out-of -state Corporation - Do you have a valid license to do business in the State of New York? (Evidence in the form of a Certificate of Authority from the New York Secretary of State will be required within 30 days of the proposal opening.)

- ☐Yes ☐No

6. Is your local organization an affiliate of a parent company? If so, indicate on the next page, the principal place of business of your company and the name of the agent for service if different from what has been indicated on the response form:
- ☐ Yes ☐ No

7. Have you failed to complete any contract awarded to you within the last 5 years? _____
If so, when, where and why? _____

8. Have liens or lawsuits of any kind been filed against you or any officer, director or partner of your organization, arising out of any of your contracts within the last 5 years? _____
If so, give details: _____

Business Name: _____

Address: _____

City: _____

State: _____

Zip: _____

Name of Agent: _____

NOTE: In the case of a Limited Liability Corporation or a Limited Liability Partnership a certified copy of the Articles of Organization certified as valid and in effect as of the date of the proposal opening will be required within 30 days of the proposal opening.

A listing of the corporate officers, in the case of a corporation; the general or managing partners, in the case of a partnership; or the managers and members in the case of either a limited liability partnership or company will be required within 30 days of the proposal opening.

All responses to this questionnaire are understood to be proprietary to the vendor, and will be considered confidential. Additional information may be requested subsequent to your responding to this proposal request.

NON-COLLUSIVE CERTIFICATION

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

I hereby affirm under the penalties of perjury that the following statement is true.

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 210 of the Penal Law.

NON-DISCRIMINATION QUESTIONNAIRE

Complete all items

Is your Firm:

Yes No

• Currently employing less than 25 persons, exclusive of the parents, spouse or children of the employer?

____ ____

• Quoting an amount which, added to the award amounts of other non-construction City of Syracuse contracts during this calendar year, totals less than \$10,000.00?

____ ____

During the performance of this contract, the Proposer or vendor agrees:

• That they will not discriminate against any employee or applicant for employment because of race, religion, age, color, sex, national origin, gender identity, marital status, familial status, domestic violence victim status, genetic predisposition, or military or veteran status.

SIGNATURE

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

The undersigned hereby declares that he/she carefully examined the form of contract and specifications and will do all the work and furnish all the materials called for by said contract and specifications, and the requirements under them.

The undersigned hereby declares that he/she has read and acknowledged the non-collusive bidding certifications, non-discrimination questionnaire and quote signature page set forth above, agrees to abide by the requirements therein and affirms under the penalties of perjury that all statements, figures of affirmations set forth therein are true and accurate.

Entity Making

Quote _____

SIGN BELOW

Signature of

Authorized Agent _____

Entity's Address _____

Print Name and Title of Authorized Person

Dated

Telephone Number

Fax Number

E-Mail Address

APPENDIX #1

Instances of Non-Performance Resulting in Assessment of Liquidated Damages

(The following listing is illustrative in nature and should not be considered as a comprehensive list.)

Service Failures	Assessment
1. Failure to ensure that drivers have a current valid state school bus operator's license while operating SCSD routes.	\$5,000/occurrence
2. Failure to maintain sufficient number of sub drivers.	\$150/day
3. Failure to provide minimum number of in-service training hours for driver or attendant.	\$100/ occurrence
4. Failure to maintain bus attendant as directed on routes.	\$150/incident
5. Failure to maintain required average fleet age.	\$500/day
6. Failure to maintain maximum fleet age.	\$500/day
7. Failure to maintain a 10% standby for school buses	\$500/day
8. Failure to maintain video camera system on all buses.	\$150/ occurrence
9. Failure to provide copies of video within required time frame.	\$100/ occurrence
10. Failure to maintain radio communication system on buses.	\$100/ occurrence
11. Failure to maintain driver, vehicle and crash information.	\$100/ occurrence
12. Failure to report late buses as required.	\$200/ incident
13. Failure to staff terminal office during required time frame.	\$100/day
14. Failure to maintain required number of phone lines & answering lines.	\$100/ day
15. Failure to report accidents and incidents as required.	\$150/ incident
16. Failure to operate routes on time due to driver leaving lot late, driver becoming lost, assignment of sub driver or related company error.	\$300/incident
17. Failure to provide acceptable customer service	\$150/incident
18. Failure to check bus for sleeping child resulting in student being left unattended on a school bus after route is complete.	\$5,000/ incident
19. Failure to check bus for sleeping child resulting in student remaining on the bus after other students are unloaded at the designated school and the bus leaves the school loading/unloading area but the driver never leaves the bus	\$500/ incident
20. Failure to provide road supervisor as required.	\$200/day
21. Failure to maintain required insurance.	\$1,000/day

APPENDIX #1

Instances of Non-Performance Resulting in Assessment of Liquidated Damages

(The following listing is illustrative in nature and should not be considered as a comprehensive list.)

Service Failures	Assessment
22. Failure to provide buses with required State License and/or valid State Inspection Certificate.	\$5,000/occurrence
23. Failure to ensure that drivers and attendants do not operate routes under the influence of alcohol or illegal drugs.	\$1,000/incident
24. Failure to ensure that drivers do not unload students early at school.	\$100/incident
25. Failure to ensure that employees are removed from SCSD routes upon direction to do so.	\$300/ occurrence
26. Failure to ensure that drivers stop as required at Railroad Crossing and follow proper RR Regulations while transporting students.	\$5,000/occurrence
27. Failure to maintain GPS Tracking system	\$100/day
28. Failure to supply GPS Tracking reports as required	\$100/day
29. Failure of driver to follow approved routes, making unauthorized or unapproved stops	\$100/occurrence
30. Failure of driver to make proper stops, pickup or discharge students	\$200/occurrence
31. Failure of driver to correct and update routes, submit no show riders, correct route directions, etc.	\$200/occurrence
32. Failure to follow SCSD Idle Policy	\$100/occurrence
33. Failure to provide proper equipment for special needs students	\$200/occurrence
34. Failure to ensure that Dispatcher Office is properly staffed	\$400/day

Attachment #1

Standard

Contract

(Contract for review only – proposer is not required to sign and submit this document with their proposal. Contract will be signed after the RFP has been awarded.)

AGREEMENT
between
Syracuse City School District
and

Parties to the Agreement:

This agreement (the “Agreement”) is prepared for the purpose of identifying the terms under which _____ (the “Contractor”) will provide contracted services to the Syracuse City School District (“SCSD”).

Term and Termination:

This Agreement shall commence on _____, 201_ and terminate on _____, 201_ (the “Term”), if not previously terminated pursuant to the paragraphs below:

Either party may terminate this Agreement:

- i. without cause by giving the other party ninety (90) days’ prior written notice of such termination;
- ii. immediately upon a party failing to cure a breach of this Agreement within ten (10) days of receipt of a written notice of breach from the other party; or
- iii. immediately upon reasonable cause and notice to the other party.

SCSD may terminate this Agreement immediately and without penalty upon the revocation or unexpected discontinuance of relevant funding.

In the event of early termination of this Agreement, Contractor shall reimburse SCSD for any and all payments that relate to services that will not be earned by Contractor between the date of such termination and the expiration of the Term.

Description of Services:

During the Term, Contractor will provide the Pupil Transportation Services (the “Services”):

The Contractor shall perform all services set forth in its response to the District’s RFP which is attached hereto as Appendix “B”. In addition, the Contractor shall perform and be responsible for all services set forth in the District’s Scope of Services, which is attached hereto as Appendix “C” and made a part of this agreement. The Contractor’s listing of services in its response to the District’s RFP shall not diminish, alter, or change the services required by this Agreement and the District’s RFP document. In the event of a conflict or ambiguity, the provisions of this Agreement shall control.

The Contractor must maintain all books, documents, papers, accounting records and other information pertaining to costs incurred. Such materials are to be available for inspection by Federal, State, and City authorized representatives and copies thereof must be furnished if requested.

The District reserves the right to review the project during the work in order for the District to determine if any changes or other actions are warranted.

The Contractor shall abide by all Federal, State and Local laws governing the Project.

[THE PROVISION BELOW WILL BE INCLUDED IN ALL CONTRACTS FOR COMMUNITY AGENCY SERVICE PROVIDERS]

Additionally, SCSD and Contractor, a community agency, agree to abide by the Memorandum of Understanding attached hereto and made a part hereof as **Attachment C**.

Payment:

In consideration for the Services, SCSD agrees to pay Contractor for services provided for within that month provided that payments shall be contingent upon (i) Contractor's satisfactory completion of all of its responsibilities under this Agreement; (ii) Contractor's submission of an invoice for each payment at apayable@scsd.us by the 15th day of the following month..

Monitoring and Evaluation of Services:

SCSD reserves the right to monitor and/or evaluate the services provided under this Agreement. Such monitoring and evaluation may be conducted through on-site visits and observations, surveys, interviews with participants and stakeholders, document and artifact collection and review, and any other applicable means. Services provided must be appropriate, allowable, and consistent with SCSD and funding source requirements and guidelines. All programmatic goals and decisions shall be made and determined by SCSD.

Representations and Warranties:

Contractor represents and warrants to SCSD that:

- i. It has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all of its obligations in this Agreement;
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action;
- iii. Its entering into this Agreement with SCSD and its performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Contractor is subject;
- iv. It and its employees have the required skill, experience, and qualifications to perform the Services; and,
- v. It and its employees shall perform the Services in compliance with all applicable federal, state, and local laws and regulations.

SCSD hereby represents and warrants to Contractor that:

- i. It has the full right, power and authority to enter into this Agreement and to perform its obligations hereunder; and
- ii. The execution of this Agreement by its representative whose signature is set forth at the end hereof has been duly authorized by all necessary action.

Independent Contractors:

Individuals provided by Contractor shall be and remain employees of Contractor. As such, Contractor employees shall not be considered employees of SCSD and shall not be eligible for workers' compensation, disability benefits, unemployment insurance, health insurance, retirement benefits and other benefits provided to SCSD employees, nor may the Contractor or its employees or agents have any authority to act for or in behalf of SCSD or to bind SCSD to any agreement or in any other manner without the express written consent of SCSD.

Non-solicitation:

The Contractor agrees that during the term of this Agreement and for a period of one (1) year thereafter, it will not solicit or in any manner encourage, either directly or indirectly, any employee of SCSD to leave SCSD for any reason; nor will it interfere in any other manner with the employment or business relationships at the time existing between SCSD and its current or prospective employees.

Taxes:

Contractor shall be solely responsible and required to pay all income taxes, employment taxes, and insurances related to the services and remuneration hereunder. SCSD shall not be required to withhold from or to pay over for or on behalf of Contractor any workers' compensation, disability benefits, federal or state withholding taxes, Social Security, or any other deductions required by the Internal Revenue Service, Social Security Administration, or other administrative or governmental agency. Contractor shall indemnify and hold harmless SCSD from and against any and all liabilities (including legal fees), taxes, penalties, and other expenses and state and federal demands which SCSD may incur as a result of Contractor's failure to pay any federal or state taxes of any kind whatsoever or Contractor's failure to declare and/or pay all required taxes on the remuneration paid hereunder, or relating to Contractor's failure to maintain all insurance required to be maintained by Contractor.

Insurance:

Contractor shall be responsible for obtaining insurance coverage that is reasonably necessary, as determined by SCSD in its discretion, to cover potential claims arising out of the performance of this agreement. Upon request, Contractor shall provide SCSD with proof of such coverage.

Indemnification:

Contractor agrees to indemnify and hold harmless SCSD from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by Contractor, its employees, agents and servants, upon or in relation to the fulfillment of its responsibilities and obligations under this Agreement, including but not limited to, the provision of Services. Regardless of the nature of the claim, Contractor further agrees that if any claim or demand is asserted against it which reasonably may result in liability to SCSD, that Contractor shall give prompt notice thereof in writing to SCSD and shall cooperate in the investigation of the claim and any defenses arising therefrom.

Subject to the availability of lawful appropriation and consistent with the New York State Court of Claims Act, SCSD agrees to indemnify and hold harmless Contractor from any and all liabilities, losses, damages, costs, fines, or expenses (including reasonable attorneys' fees) arising out of negligence or other malfeasance or nonfeasance by SCSD, its employees, agents and servants, when acting within the course and scope of their employment, upon or in relation to this Agreement, including, but not limited to, the payment for services under this Agreement. Regardless of the nature of the claim, SCSD further agrees that if any claim or demand is asserted against it which reasonably may result in liability to Contractor that SCSD shall give prompt notice thereof in writing to Contractor and shall cooperate in the investigation of the claim and any defenses arising therefrom.

Compliance with Law:

Contractor will adhere to all applicable New York State and federal law and regulations governing the performance of Services under this Agreement, including but not limited to those related to fingerprint background clearance for any and all employees of Contractor who will have direct contact with SCSD students.

Contractor will adhere to all certifications regarding lobbying, debarment, suspension and other responsibility matters, and drug-free work-place requirements, as more fully set forth in **Attachment A**, attached hereto and incorporated by reference.

Contractor will comply with all applicable requirements regarding the confidentiality of student and employee records, including the Family Educational Rights and Privacy Act, HIPAA and regulations of the United States and the New York State Education Departments, as set forth in more detail in **Attachment B**, attached hereto and incorporated by reference.

Contractor shall comply with all federal, state, local laws, rules, regulations, executive orders, guidance and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the Agreement. Contractor shall defend, indemnify and hold harmless the SCSD, its Board of Education, its officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments, penalties, costs and expenses (including reasonable attorneys' fees) arising out of or caused by negligent or intentional acts or omissions of Contractor in connection with the COVID-19 pandemic (for example, arising from Contractor's failure to comply with COVID-19 health and safety protocols).

Dispute Resolution:

This Agreement is governed by the laws of New York, excluding its conflicts of law principles. The parties agree that they shall first attempt to resolve any claim, action, or proceeding arising from or relating to this Agreement informally or using mediation, in the sole discretion of SCSD. The parties agree to share equally in the costs of the mediation. The mediation shall be conducted at a location agreed to by the parties, or telephonically. If, after two (2) days of mediation, the parties have not settled the dispute, then any unresolved dispute arising from or relating to this Agreement may be settled by litigation, which shall be heard in the state or federal court of proper jurisdiction located in Onondaga County, New York.

Notices:

Any notices by either party shall be in writing and hand-delivered to the offices below or sent by registered or certified mail to the respective addresses as shown below or such other address as a party may designate by written notice in accordance with this provision. Notices shall be effective upon receipt. Facsimile shall not be considered effective delivery of notice.

Jaime Alicea, Superintendent of Schools
Syracuse City School SCSD
725 Harrison Street
Syracuse, New York 13210

Severability:

If any provision of this Agreement is invalid, illegal or incapable of being enforced, by reason of any rule of law, administrative order, judicial decision or public policy, all other conditions and provisions of this Agreement shall, nevertheless, remain in full force and effect, and no covenant or provision shall be deemed dependent upon any other covenant or provision unless so expressed herein.

Force Majeure.

Except for payment obligations for services actually rendered hereunder, neither party shall be liable for any failure or delay in or termination of its performance under this Agreement 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”). SCSD shall have the right to terminate the Agreement immediately upon written notice to Contractor of any Force Majeure event and shall not be liable for payment under this Agreement upon such termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of the execution of this Agreement.

Subsequent Modification:

No modification made after execution of this Agreement shall be enforceable unless it is in writing and signed by both parties to this Agreement.

Waiver:

The failure or omission of any party hereto to insist, in any instance, upon strict performance by the other party of any term or provision of this Agreement or to exercise any of its rights hereunder shall not be deemed to be a modification of any term hereof or a waiver or relinquishment by the one party of the required future performance of any such term or provision by the other party, nor shall such a failure or omission constitute a waiver of the right of the one party to insist upon future performance by the other of any such term or provision.

Merger Clause:

This Agreement contains the entire agreement of the parties, and no representations, inducements, promises or agreements, oral or otherwise, not appearing therein shall be of any force or effect.

APPROVED BY:
Syracuse City School SCSD

Signature Date

Title Superintendent of Schools

Signature Date

Title Chief Operations Officer

APPROVED BY:

Signature Date

Title

Attachment A
SCSD Agreement/Subaward Agreement

By signing the Agreement/Subaward Agreement, the authorized official of the Contractor certifies, to the best of his/her knowledge and belief, that:

Certification Regarding Lobbying

No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee or a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Debarment, Suspension and Other Responsibility Matters

Contractor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

OMB Circular A-133 Assurance & Reporting

Contractor assures the Syracuse City School SCSD that it complies with OMB-Circular A-133, or applicable audit standards related to Contractor organization, and that it will notify SCSD of completion of required audits and of any adverse findings, which impact this MOA/Subaward. The Contractor will adhere to any awarding agency requirements and regulations pertaining to reporting and will provide SCSD with requested information in a timely manner, should such request be made.

Remedies for Breach, Sanctions, Penalties

Should Contractor breach any provisions of this agreement, SCSD may temporarily withhold payments pending correction of the deficiency; disallow all or part of the cost of the activity not in compliance; wholly or partly suspend or terminate the current agreement with the Contractor; withhold further contracts/agreements with Contractor; or, take other legal remedies which may be available to SCSD.

Compliance with Federal Statutes and Executive Orders

Contractor certifies that it complies with the following:

Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60).

Compliance with Copeland "Anti-Kickback" Act (18 U.S.C 874) as supplemented in Department of Labor regulations (29 CFR part 5).

Compliance with the wage rate requirements (40 U.S.C. 3141-3148) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with the Contract Work Hours and Safety Standards (40 U.S.C. 3701-3708) as supplemented by Department of Labor regulations (29 CFR part 5).

Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act as amended (42 U.S.C. 7606), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).

Compliance with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act as amended (42 U.S.C. 6321-6326)

Copyrights and Patent Rights

The Federal Awarding Agency, where applicable, reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes the copyright in any work developed under a grant, subgrant or contract under a grant or subgrant and any rights of copyright to which a grantee, subgrantee or a contractor purchases ownership with grant support. Contractor will adhere to any awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under this agreement.

Records Accessories

The Contractor agrees to provide access by SCSD, the grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the Contractor which are directly pertinent to this specific agreement for the purpose of making audit, examination, excerpts and transcriptions.

Records Retention

The Contractor agrees to retain all records in relation to this agreement for five (5) years after the project period had ended all other pending matters are closed.

Attachment B

DATA PRIVACY PLAN AND

PARENTS' BILL OF RIGHTS FOR

DATA SECURITY AND PRIVACY

Pursuant to Section 2-d of the Education Law, agreements entered between the District and a third-party contractor which require the disclosure of student data and/or teacher or principal data that contains personally identifiable information ("PII") to the contractor, must include a data security and privacy plan and must ensure that all contracts with third-party contractors incorporate the District's Parents' Bill of Rights for Data Security and Privacy.

As such, the [NAME of CONTRACTOR] agrees that the following terms shall be incorporated into the contract for services ("the Contract") and it shall adhere to the following:

1. The Contactor's storage, use and transmission of student and teacher/principal PII shall be consistent with the District's Data Security and Privacy Policy 5671 (See attachment D)
2. Contractor shall not sell personally identifiable information nor use or disclose it for any marketing or commercial purpose or permit another party to do so.
3. The exclusive purposes for which the student data or teacher or principal data will be used under the contract are set forth in *Description of Services* Paragraph of the Contract only for the term of the Contract as set forth in the *Term & Termination* Paragraph.
4. The Contract shall maintain the following administrative, operational and technical safeguards and practices in place to protect PII, which shall align with the NIST Cybersecurity Framework, including:
 - a. PII data will be protected using encryption while in motion and at rest by [ENTER HOW].
 - b. PII will be stored in a manner as to protect its security and to mitigate any potential security risks. Specifically, all student data and/or teacher or principal data will be stored by [ENTER HOW STORED]. The security of this data will be ensured by [ENTER SECURITY SAFEGUARDS].
 - c. Physical access to PII by individuals or entities described in paragraph 3 above shall be controlled as follows: [DESCRIBE]

5. The Contractor shall ensure that no PII is disclosed to employees, subcontractors, or other persons or entities unless they have a legitimate educational interest and only for purposes necessary to provide services under the Contract.
 - a. By initialing here _____ Contractor represents that it will not utilize any subcontractors or outside entities to provide services under the Contract and shall not disclose any PII other than as required pursuant to paragraph 6 below.
 - b. [IF SUBCONTRACTORS ARE USED DESCRIBE HOW CONTRACTOR WILL “MANAGE RELATIONSHIPS”]
6. Contractor shall ensure that all employees, subcontractors, or other persons or entities who have access to PII will abide by all applicable data protection and security requirements, including, but not limited to those outlined in applicable laws and regulations (e.g., FERPA, Education Law Section 2-d). Contractor shall provide training to any employees, subcontractors, or other persons or entities to whom it discloses PII as follows: [DESCRIBE]
7. Contractor shall not disclose PII to any other party other than those set forth in paragraph 4 above without prior written parental consent or unless required by law or court order. If disclosure of PII is required by law or court order, the Contractor shall notify the New York State Education Department and the District no later than the time the PII is disclosed unless such notice is expressly prohibited by law or the court order.
8. Upon expiration of the contract, the PII will be returned to the District and/or destroyed. Specifically, [ENTER TRANSFER AND/OR DESTRUCTION INFORMATION (i.e., whether, when and in what format the data will be returned to the district, and/or whether, when and how the data will be destroyed)]
9. The parent, student, eligible student, teacher, or principal may challenge the accuracy of the student data or teacher or principal data collected by [ENTER PROTOCOL; (i.e., in writing, to whom)]
10. The Contractor shall take the following steps to identify breaches or unauthorized releases of PII and to notify the District upon learning of an unauthorized release of PII. [DESCRIBE – below are minimum requirements]
 - a. Provide prompt notification to the District no later than seven (7) calendar days from date of discovery of a breach or unauthorized release of PII. Contractor shall provide notification to the District’s data privacy officer by phone and by email.
 - b. Contractor shall cooperate with the District and law enforcement to protect the integrity of the investigation of any breach or unauthorized release of PII.
 - c. Where a breach or unauthorized release is attributed to the Contractor, the Contractor shall pay for or promptly reimburse the District for the full cost of such notification.

The District shall publish this contract addendum on its website.

Signed By:

VENDOR NAME

Signature

Date

Title

Attachment C
Additional Understandings
Between
SCSD and Community Agency Contractor

These additional Understandings between SCSD and Contractor:

- are intended to state a set of shared principles for the development of program specific agreements among SCSD and Contractor, a community agency;
- set forth a framework to enable SCSD and Contractor to create a viable Multi-Tiered System of Support for children and families;
- build on the interdependent relationship of all those partners seeking to build improved academic and behavioral outcomes for students;
- will create and sustain strategic relationships to maximize and potentially increase existing resources to be used within the SCSD; and,
- establish a focused point of accountability to ensure all students' right to an education in a safe, civil and caring environment that allows students to be active and contributing members of this community, nation, and world.

Both parties to these Understandings recognize the shared efforts necessary to create and maintain a highly functioning system for improving important academic and behavior outcomes for all students.

Mission Statement:

To ensure all students' right to an education in a safe, civil and caring environment through a multi-tiered system of supports which addresses the academic and social/emotional developmental needs of all students, utilizes best practices to enhance academic success, and enables all students to become productive, responsible citizens who can succeed in a rapidly changing world.

Goals of these Understandings:

- i. Increase capacity and efficacy to serve all students to ensure social, emotional and academic achievement.
- ii. Create and maintain an infrastructure that links and coordinates system functions.
- iii. Increase family involvement in student's educational success.
- iv. Improve systems collaboration among partners in schools as well as at the district level.

Values:

The parties to these Understandings will seek to employ the following partnership values:

- i. Family Driven — full and meaningful participation of the children and families whom we serve; purposefully seek input from family
- ii. Strengths Based — build on and celebrate what is going well
- iii. Responsive Listening — seek to understand
- iv. Team Based — multidisciplinary approach, shared responsibility for services and outcomes
- v. Data Informed — information to support decisions
- vi. Youth Guided — if youth buy-in they will achieve
- vii. Culturally and Developmentally Responsive and Inclusive — seek to understand and respond in supportive / non-judgmental manner
- viii. Relentlessness — keep working with the students with challenging behaviors and dedicated to keeping them in class and ready to learn

- ix. Honoring the work of other partners

Communication:

The parties to these Understandings agree to fully communicate both within agencies and among each other by:

- i. Designating a staff member to attend monthly meetings of the Think Tank for the purpose of shared decision-making, assessing needs/gaps, planning, sharing of data, and ongoing program evaluation;
- ii. Sharing information to the fullest extent possible, within the parameters of applicable regulations and respect for family privacy, in support of school success as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act, in accordance with the Agreement and **Attachment B**;
- iii. Abiding by the SCSD Parents' Bill of Rights for Data Privacy and Security:
 - a. The Syracuse City School District does not sell or release a student's personally identifiable information for any commercial purposes;
 - b. Parents have the right to inspect and review the complete contents of their child's education record;
 - c. State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- iv. Developing common information sharing protocols and utilizing internal records management protocols to respect each other's confidentiality mandates;
- v. Conducting cross trainings among stakeholder staff to increase understanding of our various services, processes and offerings;
- vi. Assigning resources to participate in weekly School Intervention Team meetings and providing an updated roster to the lead social worker of the buildings for which the respective party is responsible; and,
- vii. Providing informed consent to parents for work that relates to their students.

Accountability:

The parties to these Understandings agree to foster accountability and sustain the process by:

- i. Clearly defining performance indicators, outcomes and shared data within the partnership;
- ii. In collaboration with the SCSD Think Tank, defining the criteria for students that are responding and not responding to the service;
- iii. Ensuring that the Student Intervention Team and/or the School Social worker goes through a process with the partner prior to discharge of cases to ensure the student and family are supported appropriately;
- iv. Conducting annual audits of effectiveness, relevance and implementation of partnership services provided to SCSD students and families and share results with Syracuse City School District Student Support Services. Audits should report data by race, gender, special education distinction and ethnicity;
- v. Establishing evidence informed training curriculum and professional development practices for all external and internal partners;
- vi. Providing a plan to aggressively outreach to referrals from SIT team and the corresponding engagement benchmarks within a timely window for each service;

- vii. Providing and facilitating access to student and participant data and records for the purpose of assessing student achievement and attainment of program goals and objectives as allowed by HIPAA, Social Services Law, FERPA and Common Core Standards Act;
- viii. Establishing and sharing protocols for discharge with teams at school and district level;
- ix. Designating the lead school social worker is the single point person for interventions and referrals to all supports and services associated with these Understandings;
- x. Committing to a "no reject" policy without the prior consultation with appropriate school or district staff; and,
- xi. Committing to an open door to all students and make it our responsibility to put forth the highest effort to engage with the student and family.

Resources:

The parties to these Understandings agree to maximize resources by:

- i. Leveraging funds to meet the goals of the Agreement;
- ii. Supporting innovation and enhancing service delivery whenever possible;
- iii. Offering trainings to all partners and their staff in the Think Tank either at the school or district level. The training should focus on the school team and its needs rather than the program specific needs;
- iv. Assisting in identifying potential resources to enhance service provision and ensure program sustainability;
- v. Ensuring that a minimum of 90% of slots will be filled from October 15 through June 30 of each school year in order to maximize utilization of services; and,
- vi. Ensuring that every student support staff team member and every service provider select a scheduled time block of a minimum of 2 hours every week to serve an "on call" support duty (to be available in situations when a student's coach is not available, a crisis situations in which a student doesn't have a coach, or when a student needs immediate attention in BIC.)

Attachment D

SCSD POLICY ON DATA SECURITY AND PRIVACY

The Board of Education is committed to maintaining the privacy and security of student data and teacher and principal data and will follow all applicable laws and regulations for the handling and storage of this data in the District and when disclosing or releasing Personally Identifiable

Information (“PII”) to others. The Board adopts this policy to implement the requirements of Education Law § 2-d and its implementing regulations.

Parent and Student Rights Under State and Federal Law

This Policy shall include all protections given to parents/persons in parental relationship and students pursuant all State and federal laws that protect student data, including but not limited to Board policies implementing the Family Educational Rights in Privacy Act and the Americans with Disabilities Act.

Parents Bill of Rights

The Superintendent, or designee, shall publish a Parents Bill of Rights in an appropriate location on the District’s website which shall inform parents:

- (1) A student’s personally identifiable information cannot be sold or released for any commercial purposes;
- (2) Parents have the right to inspect and review the complete contents of their child’s education record, and the process for requesting such review;
- (3) State and federal laws protect the confidentiality of personally identifiable information, and safeguards associated with industry standards and best practices, including but not limited to, encryption, firewalls, and password protection, must be in place when data is stored or transferred;
- (4) A complete list of all student data elements collected by New York State is available for public review on the State’s website, including link to that information, or by writing to the address and individual designated by the State including the contact information; and
- (5) Parents have the right to have complaints about possible breaches of student data addressed, and the process for making such complaints. Complaints should be directed to the Data Protection Officer, with contact information.

Use and Disclosure of Personally Identifiable Data

As part of its commitment to maintaining the privacy and security of student data and teacher and principal data, the District will take steps to minimize its collection, processing, and transmission of PII. Every use and disclosure of personally identifiable information by the educational agency shall benefit students and the educational agency (e.g., improve academic achievement, empower parents and students with information, and/or advance efficient and effective school operations). No personally identifiable information may be included in public reports or other documents, unless otherwise authorized by law.

Nothing in Education Law § 2-d or this policy should be construed as limiting the administrative use of student data or teacher or principal data by a person acting exclusively in the person's capacity as an employee of the District.

Chief Privacy Officer

The District will comply with its obligation to report breaches or unauthorized releases of student data or teacher or principal data to the Chief Privacy Officer in accordance with Education Law § 2-d, its implementing regulations, and this policy.

Data Protection Officer

The Board of Education shall designate a Data Protection Officer who shall be responsible for the implementation and oversight of this policy and any related procedures including those required by Education Law § 2-d and its implementing regulations. The Data Protection Officer will also serve as the main point of contact for data privacy and security for the District.

The Superintendent shall ensure that the Data Protection Officer has the appropriate knowledge, training, and experience to administer these functions. The Data Protection Officer may perform these functions in addition to other job responsibilities.

District Data Privacy and Security Standards

The District will use the National Institute for Standards and Technology Framework for Improving Critical Infrastructure Cybersecurity (Version 1.1) ("Framework") as the standard for its data privacy and security program.

Third-Party Contractors

Any and all contracts between the District and third-party contractors, under which a contractor will receive student data or teacher or principal data, shall include provisions requiring that the contractor maintain the

confidentiality of shared student data or teacher or principal data in accordance with law, regulation, and District policy.

In addition, the District will ensure that the contract or written agreement includes a signed copy of the Parents Bill of Rights and the contractor's data privacy and security plan, in compliance with Part 121 of the Commissioner's regulations and that has been accepted by the District.

The District will publish on its website a supplement to the Bill of Rights for any contract or other written agreement it has entered with a third-party contractor that will receive PII from the District. The Bill of Rights and supplemental information may be redacted to the extent necessary to safeguard the privacy and/or security of the District's data and/or technology infrastructure.

Agreements subject to this policy include any agreement created in electronic form and signed with an electronic or digital signature or a click wrap agreement that is used with software licenses, downloaded and/or online applications and transactions for educational technologies and other technologies in which a user must agree to terms and conditions prior to using the product or service.

Reporting a Breach or Unauthorized Release

The Superintendent or designee will report every discovery or report of a breach or unauthorized release of student data or teacher or principal data within the District to the Chief Privacy Officer without unreasonable delay, but no more than ten calendar days after the discovery.

Annual Data Privacy and Security Training

The Superintendent or designee shall ensure that annual data privacy and security awareness training is provided the District's officers and staff with access to PII. This training will include, but not be limited to, training on the applicable laws and regulations that protect PII and how staff can comply with these laws and regulations. This training may be delivered using online training tools. Additionally, this training may be included as part of the training that the District already offers to its workforce.

References:

Education Law § 2-d

8 NYCRR Part 121

(Board Policies 7240, 7241)

Adoption Date: June 10, 2020