

REQUEST FOR PROPOSAL FOR TRANSPORTATION OF PUPILS FOR THE 2026-2029 SCHOOL YEARS

Due Date: May 29, 2026

Time: 3:00 p.m.

Location: 19 Hackett Blvd. Albany NY 12208

HR/Benefit Administrator – Linda Oldenburg

Principal – Tamara Smith

Email: ldenburg@albanyleadership.org

Introduction

The Albany Leadership Charter School for Girls is soliciting proposals for:

1. Transportation to and from school using contractor's buses for Schenectady City School students, Cohoes City School students, Watervliet City School students, and Rensselaer City School students following two-tier routes developed by the charter school.

The school reserves the right to accept or negate any proposal and to negotiate only portions of a proposal. Separate contracts will be awarded by or determined by the school. The School may award contracts for one, two, or three years. Extensions of contracts may be awarded for ensuing years.

Request for Proposal Specifications

General Conditions and Guidelines

The Albany Leadership Charter School for Girls (the Charter school) is requesting proposals for pupil transportation services herein described. The enclosed specifications outline all of the requirements and conditions for furnishing this service. Any aspects of the service not addressed by these specifications are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposal rests. The contract will be awarded to the best proposers as determined by the Charter school. It is appropriate to emphasize that the lowest proposer may not be the best. The Charter school recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the proposer, the School will evaluate and score each proposal in accordance with the categories and criteria as set forth in the public notice for the RFP.

The Charter school invites proposals for the transportation contract to meet the 2026-27, 2027-

28, and 2028-2029 transportation needs of the Charter school. These specifications are intended to provide for school bus services for transportation. The Transportation Programs are defined and described in the Appendices annexed to these specifications. Each proposer must inform itself fully to the Charter school as to the conditions relative to the fulfillment of the contract by August 15.

The contractor needs to strive for a 90% or better school bus inspection rate. If the contractor's bus inspection (NYSDOT) profile falls below 75%, the Charter school reserves the right to terminate the contract. Anytime the profile falls below 90%, the contractor shall immediately notify the school Business Administrator and submit a plan for correction.

The contractor's safety program will be based on trained staff and safety meetings. The staff will include a terminal manager with full authority over all employees and a dispatcher on duty on-site from 6:30 a.m. until all route buses have completed p.m. routes. The Contractor will provide a DMV Article 19A Examiner and a School Bus driver trainer that meets State Education Department requirements by August 15.

The terminal manager will ensure that the transportation service meets the daily needs of students and will respond to school directives and parent communications.

The Contractor shall only employ labor in connection with the Contract capable of working harmoniously. There shall be no strikes, picketing, work stoppages, lockouts, slowdowns, or other disruptive activity in connection with this contract for any reason. The Contractor shall be responsible for providing vehicles and drivers required to proceed under any circumstances. If the Contractor has engaged the services of workers who are members of trade unions, the Contractor shall make all necessary arrangements to reconcile, without delay, damage or cost to the Charter school, any conflict between the agreement and regulations of any kind at any time in force among members or union councils. The Contractor shall ensure that its work continues uninterrupted during pendency of a labor dispute.

Section 1: Requirements for School Bus Drivers and Vehicles

- A. All documents required by the following laws, regulations, and acts will be maintained by the Contractor and made available to the school charter school:
 - 1. Article 19-A of the New York State Vehicle and Traffic Law
 - 2. CDL Licensing
 - 3. Section 156.3 of the Regulations of the Commissioner of Education
 - 4. U.S. Department of Transportation Regulations 49 CFR parts 40, 382, 391, 392, and 395 pursuant to the Omnibus Transportation Employee Testing Act of 1991 (P.L. 102-143) which govern the use of drugs and alcohol by commercial motor vehicle drivers. Immediate drug testing is required in the event of an accident.
 - 5. DOT Bus Inspection System Profile

- B. A Complete list of all regular, substitute drivers and bus monitors is to be submitted to the Charter school by September 1 of each school year.

- C. The successful Contractor shall provide for adequate office and safety supervision of his/her contractual obligations with the Charter school. There shall be no additional cost to the Charter school for these services.
- D. The Contractor agrees to have its drivers utilize 75-watt two-way radios and cell phones must be made available for use by all drivers. All vehicles will be equipped with two-way radios and cell phones. CB units are not acceptable. Proof of radio equipment must be made within 5 days of contract award. Buses will be equipped with camera system acceptable to the charter school.
- E. The buses to be used in the contract must meet the school bus identification and construction standards of the New York State Department of Motor Vehicles and the New York State Department of Transportation. For the purpose of determining cost, the charter school will use the current transportation as outlined in the Appendix.
- F. In compliance with Homeland Security, the contractor will comply with Charter school and County's emergency plan. All drills will be held at no additional cost to the Charter school.
- G. Drivers
 - 1. Each proposed regular or substitute school bus driver, attendant or monitor must be twenty-one years of age or older.
 - 2. Each regular or substitute school bus driver shall be examined by a physician prior to beginning service. An examination to determine the physical condition of each driver shall be reported by the physician on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law and Section 156 of the Regulations of the Commissioner of Education. Such physical exam shall be conducted no less than four weeks prior to the beginning of service in each school year.
 - 3. The Bus Driver 19 A/SED checklist must be submitted annually to the Charter school for each driver. No regular or substitute driver is to be assigned to perform any part of this contract prior to such written approval by the Principal of ALC School for Girls or designee.
 - 4. For each regular or substitute school bus driver, the contractor must submit an annual report of the bus driver's driving records for review and approval by the Charter school on a form prescribed by the Commissioner of Education which complies with the requirements of Article 19-A of the Vehicle and Traffic Law, Section 156 of the Regulations of the Commissioner of Education and the schedule of the school.
 - 5. Each regular or substitute bus or assistant bus driver must submit themselves for fingerprinting by police authorities as prescribed by the Commissioner of Education and Article 19-A of the Vehicle and Traffic Law.
 - 6. Drivers shall comply with all other safety aspects prescribed by Section 156 Compliance of the Regulations of the Commissioner of Education in addition to all other regulations or statutes to which such drivers might be subject.
 - 7. Contractors shall not smoke on the bus or school property.
 - 8. Each Proposer must submit a complete list of all school bus drivers assigned to this contract who have been involved in accidents during the past three years. (Provide accident records for current drivers in the proposer's closest operation)

9. The successful contractor must agree that no later than September 1, the Proposer shall submit to the Charter school a list of the bus drivers to be assigned for that current year with driver abstracts. The contractor must also submit a list of drivers who the contractor proposes to use as substitutes. All information required for regular drivers must also be provided for substitute drivers. Drivers will be issued identification cards by the contractor which must be in their possession when driving.
10. Since the action and conduct of the bus drivers reflect upon the school, the Charter school reserves the right to have the bus Contractor immediately replace drivers the Charter school determines unsatisfactory. The Charter school reserves the right to interview all drivers before they are assigned. The Principal of Schools or designee shall be the final authority for making determination concerning the acceptability of drivers, and he/she may require the replacement of a driver at any time for any reason.
11. The Principal of ALC School for Girls or his/her designee reserves the right, in the exercise of his/her sound discretion, to reject or replace drivers and bus monitors without being limited to considerations of health and driving records.
12. Each driver shall be properly trained and shall hold the proper class license as to operate the vehicle under his bid. The license will be in each driver's possession at all times.
13. The contractor must properly investigate the ability and character of all school bus drivers (regular and substitute) and must certify them to the Charter school, in writing.
14. It is understood that the contractor will maintain reasonable precautions to see that that contractor is informed as to the on or off-the-job involvement of employees. Should it come to the attention of the contractor that any employee has been or is reputed to have been involved in any crimes or act which might raise any doubts as to the employee's fitness for work with children; it shall be the duty of the contractor to immediately investigate such acts or allegations. Of particular importance would be moral crimes or automobile accidents. The matter shall be brought to the attention of the Charter school with all promptness, in writing.
15. Each driver will be responsible for complete control of the bus. Each driver will be responsible for the pupil discipline and the pupil management of the bus and will have commensurate authority to cope with this responsibility. Violation of good conduct and improper behavior on the part of the students shall be handled strictly according to the procedures in effect during the term of the Contract. It is of paramount importance that the drivers and driver assistants maintain good order on the school buses. Drivers and/or driver assistants will be required to attend suspension or corrective hearings in relation to the poor bus conduct of student(s) that were or are in their charge. This attendance is mandatory and failure to attend may cause withdrawal of the Charter school's certification of any driver who fails to do so. Any cost or salary reimbursement for attendance by drivers and/or driver assistants shall be borne by the Contractor.

Each driver must be able to communicate both verbally and in writing, as necessary, in English to execute his/her responsibilities in this regard. It will be the duty of the driver through the Contractor's dispatch/management staff and written incident reporting procedures to notify the Charter school of all accidents and all other unusual situations that should be brought to the Charter school's attention immediately.

16. **Staffing:** Due to the daily involvement and management requirements of a transportation system of this size, this contractor must have a fully qualified staff necessary to carry out effectively the requirements of the contract, including safety and road supervisors, trainers and terminal managers as specified in this RFP.
17. Drivers and Bus Monitors must dress appropriately.
18. Drivers will keep the interior and exterior of buses in sanitary condition. Buses shall be cleaned on the interior daily. The Charter school reserves the right to inspect buses for compliance. Drivers may not permit pupils to help clean buses. However, a driver may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning be swept out as litter on school properties but must be deposited into receptacles designated for such debris and trash.
19. Drivers are required to be in the buses during the loading and unloading of passengers to supervise such loading and unloading. At times, the driver will help load the bus during p.m. dismissals. Buses are never to be left unattended on school property unless the ignition is off, the emergency brakes are on, the bus doors are closed, and the ignition keys are in the driver's possession at all times. Airbrakes must be pumped down completely until the spring engages.
20. Drivers are required to check all seats on the bus every day following each trip of their route assignment after unloading students, to ensure that children or articles have not been left on the vehicle. When a vehicle is parked, a sign indicating that the vehicle has been checked for pupils must be put in the back window, so it is visible from the outside. At the beginning of the next shift, the sign should be retrieved from the back and brought to the front of the bus.
21. Drivers shall not disembark from the school bus when children are inside except in case of emergency; and in such case, before leaving his/her seat, the driver shall stop the motor, leave the transmission in gear, set the auxiliary brake, and remove the ignition key.
22. Drivers shall admit and discharge only authorized passengers and only at designated bus stops.
23. Drivers will be required to complete transportation forms regarding mileage, pupils, pupil counts, time on routes, times between stops, etc., or other kinds of forms at times as shall be stipulated by the Charter school.
24. If, at any time, the contractor uses a driver in the performance of this contract who has NOT been approved by the Principal of ALC School for Girls, in writing, prior to the start of service, the contractor may be liable in the sum of \$300.00 for each occurrence driven by said driver.
25. The contractor shall not reassign drivers after the first four weeks of school, except in the event of a resignation or termination, at the Charter school's request, or with the Charter school's prior approval.
26. A driver assigned in connection with this contract shall be available for meetings when requested by the Principal of ALC School for Girls or his/her designee.
27. **Non-Performance Damages**

Up to \$1000 May be deducted from contract payments for the following:

- a. Each time a driver operates a vehicle in service under this contract when he/she has not received the proper training, instruction, and/or courses as specified herein within the time period.
- b. Each time a driver is found guilty or pleads guilty to a moving violation of the New York State Vehicle and Traffic Law while driving a school bus.
- c. Each school day or portion thereof the contractor provides services with a vehicle that does not have a two-way radio set, cell phone, or cameras in sound working order.
- d. Each time a contractor transports an unauthorized rider on an approved school route.
- e. Each school day or portion thereof the contractor provides contract services with a vehicle that has an expired New York State Department of Transportation certificate, motor vehicle inspection sticker, New York State Department of Motor Vehicle registration, or expired insurance.
- f. Each school day or portion thereof that the contractor provides contract services with a vehicle that does not fully comply with all specifications and requirements of this contract and with all applicable laws, including structural and safety provisions.
- g. Each occurrence, after a driver unloads students at a facility or home drop off point, where a child has been left on the vehicle unattended.
- h. Each time a driver is caught smoking on the bus or school property, and each time a driver is caught eating or drinking on a school bus.
- i. Each time an accident/incident is not reported to the Charter school immediately.
- j. Each time an unapproved driver is used.
- k. Each time a driver is using a cell phone while operating a school bus.
- l. Each time a bus does not have the proper equipment in it (ex. Harness, oxygen tank holder, wheelchair tie downs, or seat belts, car seats, etc.)
- m. Each time bus runs are doubled up without the Charter school's approval.
- n. Each time a bus(es) and/or replacement bus(es) are more than 15 minutes late without good cause.
- o. Each time the Contractor has changed bus routes without prior approval by the Charter school.
- p. Each time a driver makes an unauthorized house stop.
- q. Each time the proper amount of vehicles are not supplied.
- r. Each time onsite dispatcher is absent and the charter school has to get involved with

day-to-day activity.

Biased on determination the School Business Administrator or designee, One Hundred-Fifty Dollars (\$150.00) may be deducted from the contractor's subsequent payment for the following:

- Each time a driver uses inappropriate language
- Each time unsafe driving is observed
- Each time any other provision of the contract is violated

In addition to the non-performance damages set forth above, in the event a strike, picketing, work stoppages, slowdowns, or other union/disruptive activity causes an interruption of services for more than twenty-four (24) hours, the Charter school shall have the right to secure such other transportation as may be necessary and charge the cost of the same to the account of the Contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for all financial liability incurred by the Charter school.

The Contractor shall be liable for all damages suffered by the Charter school occurring as a result of work stoppage, slowdowns, disputes or strikes.

Section 2-Safety

- A. All traffic regulations must be observed at all times. The Contractor's attention is especially directed to the safety load requirements of the appropriate agencies of officials of the State of New York.
- B. Each driver is expected to remain with his/her bus at all times, whether at a school building or on the route.
- C. It shall be the duty of each driver to operate his/her bus at a reasonable rate of speed at all times in conformity with the traffic ordinances and regulations governing the use of buses and motor vehicles in Vehicle and Traffic Law and State Education Department Regulation 156.3(g)(6).
- D. Each driver shall use all care to guard the children, prevent undue crowding and maintain order in his/her bus at all times without the use of force or fear. Any child refusing to obey the driver shall be reported to the building principal immediately.
- E. Every driver is responsible for the following: All children riding on the buses are to board and be discharged at designated stops only. Courtesy stops are prohibited. Unauthorized passengers are prohibited unless prior approval is granted by school administrator. All children are to enter and leave the vehicle at roadside or curbside. Children who are designated crossers should not cross before the arrival of the bus in the morning or after departure of the bus in the afternoon.
- F. The vehicle shall come to a full stop before crossing the tracks of any railroad and follow the procedures as outlined in State Education Department training program.
- G. Buses will hold school bus safety drills as described in 156.3(h) and (i) of the Regulations of the Commissioner of Education at such times and locations as will be designated by school officials. The first emergency drills shall be conducted during the first week of the school term. The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location, use and operation of emergency door, fire extinguisher, first aid equipment, and

windows as means of evacuation drills, according to State Education Department regulations as well as new student bus safety indoctrination held in late summer or early fall. Such services shall be provided at no additional cost to the Charter school.

- H. The contractor's employees shall not smoke on Charter school premises, within buildings of the Charter school or within contractor-owned vehicles.
- I. Standees will not be permitted in excess of the seating capacity of any contractor-owned or operated vehicles on any route.
- J. The Contractor will ensure that bus drivers, when called upon by either the Charter school or municipal authorities, will cooperate in the prosecution of cases before the court involving motorists who are charged with having passed a stopped school bus.
- K. After one month of operation, the drivers will have learned the names of the school bus riders and seat assignments.
- L. The Contractor shall comply in all respects with requirements of 8 NYCRR Part 156.3.

Section 3-Insurance

As a Contractor providing service to Albany Leadership Charter School for Girls, we require that you provide us with evidence of insurance with the minimum requirements outlined below:

Commercial General Liability (Occurrence Form)

General Aggregate (other than Prod/Comp Ops Liability)	\$3,000,000
Products/Completed Operations Aggregate	\$3,000,000
Personal & Advertising Injury Liability	\$3,000,000
Each Occurrence	\$3,000,000

Workers Compensation and Employers Liability

Worker's Compensation	State Statutory Limits
Employers Liability	
Bodily Injury by Accident	\$1,000,000 per accident
Bodily Injury by Disease	\$1,000,000 policy limit
Bodily Injury by Disease	\$1,000,000 per Employee

Umbrella Liability

Each Occurrence and Aggregate	\$10,000,000
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Property

Property of Others in Your Care, Custody & Control	<u>\$ as agreed</u>
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The terms below apply to the required coverage:

- 1. The Contractor shall maintain, and in addition, shall assure that any assignee or subcontractor used by Contractor shall maintain, the following insurance coverages at all times:
 - a. **Commercial General Liability Insurance-** Such coverage shall be in place for all purposes during the performance of the Work, and shall continue thereafter for the purpose of Products/Completed Operations, and shall provide as follows:
 - i. Proof of insurance coverage shall be fully descriptive Acord Certificate of Insurance, and original copies of all relevant policy endorsements (including, at minimum CG 20 10 and CG 20 37). The certificate and

endorsements shall name Albany Leadership Charter School for Girls, its subsidiaries, affiliates and indemnities, and all officers, directors, trustees and committee members, employees, agents and representatives thereof as additional insured (the "Additional Insureds"). The Certificate Holder shall be the Albany Leadership Charter School for Girls, 19 Hackett Blvd. Albany, NY 12208.

- ii. The coverage afforded to the Additional Insureds must be at least equal to \$1,000,000 per occurrence, \$3,000,000 aggregate.
 - iii. The coverage afforded to the Additional Insureds must be written on a primary basis and must not require or contemplate contribution by any other policy or policies or other insurance obtained by, or available to, any Additional Insured.
 - iv. Coverage is to include a Waiver of Subrogation in favor of the Albany Leadership Charter School for Girls and its subsidiaries and affiliates.
 - v. Coverage is to include an affirmative endorsement to provide defense and indemnity against allegations of sexual abuse and molestation. Alternatively, a separate policy will be provided at minimum limits of \$1,000,000/\$3,000,000.
- b. **Umbrella/Excess Liability-** at least following form of underlying commercial General Liability policies, with limits of \$10,000,000. No aggregate shall apply to any coverage that is not subject to any aggregate in the underlying policy.
 - c. **Automobile Liability-** covering any liability of Contractor and Additional Insureds with respect to the ownership, maintenance or use of any auto, with a limit at least equal to \$1,000,000.00 per occurrence, with Waiver of Subrogation in favor of the Albany Leadership Charter School for Girls and its subsidiaries and affiliates.
 - d. **Workers Compensation, Statutory Disability-** where required, and all other insurance requires by law or that Charter school may reasonably request, covering Contractor and any subcontractors, with Waiver of Subrogation in favor of the Albany Leadership Charter School for Girls and its subsidiaries and affiliates. Regardless of which state Contractor is domiciled in, the Workers Compensation policy (ies) must list New York under Section 3.A (only listing in 3.C is not adequate).
 - e. **Commercial Property and/or Marine insurance** covering all equipment & materials used by Contractor. At no time will Albany Leadership Charter School for Girls or affiliates be responsible for any loss, damage, or theft of any equipment or materials belonging to Contractor.

All Such liability policies described in this paragraph must contain Waivers of Subrogation in favor of the Albany Leadership Charter School for Girls, its subsidiaries, affiliates, and indemnities, and all officers, directors, trustees and committee members, employees, agents, and representatives thereof.

- 2. All required insurance policies must be written on Occurrence forms with insurance companies licensed and admitted doing business in New York State. Such policies need to cover damages, losses, liabilities, and expenses, including, but not limited to attorney's fees, costs, court costs, expenses and disbursements, related to bodily injury, death or property damage (including loss of use therefor), arising out of or in connection with the Work. This indemnification obligation shall not be limited by any general or standard conditions provided by Contractor.

Section 4-Charter school and Contractor Responsibility

- A. The Contractor will provide school buses and the Contractor will employ school bus drivers and provide supervision over the operation of the school buses. The Contractor will provide insurance. The Contractor will assist the Charter school in designing more efficient routes, subject to the Charter school's prior approval. If there is any question about mileage or route timing as stated in the specifications or the Appendices of the RFP, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in his/her proposal. The Contractor will provide the Charter school with New York State DOT BUSNET results four times a year.
- B. The successful contractor shall be required to furnish the Charter school's representative within eight (8) weeks after the start of the school actual route mileage for each route.
- C. Buses: Large buses are to be at least 65-72 pupil capacity.
- D. School Year and Number of Days: The school year will be a minimum of 180 days with the actual year to be determined by the Charter school through contractual agreements with employees. This may vary from year to year, and in any case, will be governed by the actual school calendar as adopted by the Charter school including the calendar of all other schools for which all other schools are closed (for any reason, including "Acts of God). Transportation is to be furnished on such other days as the Principal of ALC School for Girls is responsible for determining the closing or delayed opening of school due to emergency conditions. Every effort will be made to make decision prior to dispatching buses.
- E. Late Penalties: Certificates of Insurance if required, must be received prior to the expiration of previous document. A \$1,000.00 per day fine will be levied for late Certificates of Insurance and Performance Bonds.
- F. Route Responsibility: If there is any question about route mileage or route timing as stated in the specification, it shall be the responsibility of the Contractor to check the mileage and time prior to the submission of proposals and consider any inconsistencies in his/her proposal. No adjustments will be made in the contract price after award of the contract except as provided in other clauses of these specifications.
- G. Books and Records: The Contractor shall consent and agree to audits of any and all financial records relating to the proposed contract. In addition to this requirement, it is understood that any records maintained by the Contractor in connection with the performance of obligations arising out of the Contract(s) may be examined at a mutually agreeable time by duly authorized representatives of the Charter school. Records maintained 3 years after termination of contract per NYS section 362S Ed Law.

Section 5-Two Way Radios/Cell Telephones/AV Equipment/Digital Video

- A. All buses or other vehicles shall be equipped with two-way radios as outlined in the RFP. Driver to have cell phone ability to contact dispatcher at all times in case of emergency. Cell phones shall not be used while bus is in motion, including hands-free service.
- B. All vehicles are to be equipped with at least digital video recording equipment that shall include features no less than the ability to mark events for quick searching; the ability to quick search by date, time, or event.
- C. Capacity of at least 60 GB: Each bus is to be equipped with wireless cameras acceptable to the charter school.

The responsibility for the installation and maintenance of this equipment shall be with the Contractor.

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

The School recognizes that there may be limited times when these buses and/or vans with video and sound recording may be out of service for DOT inspections and/or maintenance service requirements. During these limited time periods (three consecutive operating days or less), the Contractor may replace the bus and/or van with a vehicle that is not equipped with the video and sound recording equipment. However, for any long-term removal from service (four consecutive operating days or more), the replacement vehicle must be equipped with the video and sound recording equipment. In all cases where a spare bus is being utilized, but where a camera is not available, the Charter school must be notified in advance and the Charter school reserves the right to require the reassignment of the bus to a different route or usage.

The Contractor shall include in their bid package, specific information about the camera system that will be provided.

Section 6-Laws of the State of New York and Regulations of the Commissioner of Education

The Contractor will comply with all applicable federal laws, laws of the State of New York and the requirements of 8 NYCRR Part 156.12 of the Regulations of the Commissioner of Education.

Section 7-School Locations and Time Schedules

Current schedules and destinations will be provided by the Charter school. The schedules and routes may be modified at the discretion of the charter school.

Section 8-Fleet Information and Bus Replacement (Contractor Owned Buses)

Fleet description, inspection records and results are to be included in the proposal. Buses must be newer than ten years old.

Section 9-Routes

Route descriptions are included in Appendices of the RFP. The Contractor agrees to cooperate with the Charter school in revising the trips specified to herein improve service, operating efficiencies or economy.

Section 10-Equal Opportunity and Non-Discrimination

The Charter school is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap, condition, marital status, national origin, race, sex, sexual orientation, veteran status, or 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 or parental status, national origin, race, sex, sexual orientation, veteran status, or political opinion or affiliation. Such actions 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 selections of training including apprenticeship. The proposer agrees to post in conspicuous places notices setting forth the provisions of the Equal Opportunity clause. The successful proposer, states that all qualified applicants shall receive considerations for employment without regard to age, color, creed, handicap, condition, marital or parental status, national origin, race, sex, sexual orientation, veteran status, or political opinion or affiliation. The successful proposer shall cause 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. The utilization of minority vendors and subcontractors are encouraged, whenever possible, on public contracts. The successful proposer should make full efforts to locate minority businesspersons.

Section 11-Proposal

- A. Proposals must be received by the Albany Leadership Charter School for Girls by 3:00 p.m. on May 29, 2026, emailed to loldenburg@albanyleadership.org titles:

TRANSPORTATION PROPOPOSAL

Proposals must include copies of all pages of the RFP with each page initialed by the contractor.

Section 12-Evaluation of Proposal

The proposal or proposals will be evaluated by a committee established by the Charter school.

Proposals for transportation must include cost using the format of the form in the RFP and/or the alternative pricing proposal for different configurations and number of buses. All proposals must include signed, Non-collusive Statement in the format of the form included the in the RFP.

Section 11-Award

The Charter school may endeavor to make an award by May 11, 2022. All proposals shall remain firm during that time period. ***The Charter school further reserves the right to make awards to any proposer who has not provided written notice to the Charter school that its proposal has been withdrawn.***

Section 12-Term

The term of the School Year Contract(s) may be for a period of three years commencing on July 1, 2022, ending June 30, 2025. It may be extended by the Charter school and Contractor under the provisions of the Regulations of the Commissioner of Education and New York State Educational Law..

Section 13-Contract Non-Assignable

- A. The Contract for transportation or any right, title, or interest therein may not be assigned by the Contractor without the written approval of the Charter school.
- B. The Contractor may not engage subcontractors, hire others to perform all or part of the agreement, nor otherwise delegate the contractor's obligations to perform under the contract, unless approved by the Charter school.

Section 14-Storage of Buses and Maintenance and Repair Facility

Every proposal must address the location of bus repair and maintenance facility. The facility or facilities must be located in a reasonable distance so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to address the location or to provide a reasonable location will affect scores on Fleet inspection, maintenance schedule, and safety. The School Charter school reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract. The Charter school may require bus/van parking, storage, maintenance and/or repair at a facility of its choice during the contract period.

Section 15-Termination

The successful Contractor shall understand that in the event of failure, omission or neglect of the Contractor to observe the respective rules and regulations herein, or as hereto annexed or as hereto included by reference, or of the conditions, rules and regulations of the Commissioner of Education, or the specification herein or hereto annexed, and the said neglect, failure to omission continues to persist for a period of time such that the health and welfare of the students being transported is in jeopardy as determined at the sole discretion of the Charter school, the Charter school may take the following actions:

- A. Terminate any contract, at its sole discretion because of unsatisfactory service or unsafe operation.
- B. If the contractor, after being notified, fails to correct any improper or unsatisfactory condition within five (5) days, notice of cancellation or termination of contract shall be made by the Charter school in writing and sent to the Contractor via certified mail to the office and address of the Contractor as indicated in the form of Proposal.
- C. In the event that the Contractor fails to deliver as ordered, or within the time specified, or fails to abide by any of the provisions of the contract, and does not cure any such failure within the five (5) days of notification, the Charter school reserves the right to terminate said contract for default, and in order to protect the continuity of operations, the required services may be procured from a satisfactory proposer, or from any other source the Charter school deems acceptable. During the five (5) days, liquidated damages as described herein shall be assessed. The Contractor shall be responsible for all costs incurred by the Charter school as a result of its failure to comply with the terms and conditions of its contract.
- D. The Charter school, by five (5) days written notice and without cause, may terminate this contract in whole or in part. If this contract is so terminated, the Charter school shall only be liable for payment in accordance with the provisions of the contract for services or supplies rendered up to the effective date of termination.
- E. If required, call upon the surety that issued the Performance Bond to the Contractor to fulfill the obligations under the terms of said Performance Bond.

Section 16 – In-Kind Contributions

Please indicate whether your organization is willing to provide any donations, sponsorships, discounts, or in-kind contributions in support of the school/district and its programs. If applicable, please describe the type and estimated value of the contribution.

APPENDIX A

2025-26 To and From School: Routes

Please Submit Separate Cost for Each Route
Routes are open for adjustments by contractor
***Times are estimates**

Schenectady City
50-60 Students

Morning/Inbound – High and Middle School

***Stops are currently listed are CDTA Bus Terminals. Willing to adjust if needed.**

5:50 AM – Helderberg Ave @ Jermone Ave

6:00 AM – Norwood Ave @ Schuyler St

6:05 AM – Crane Street @ Main Ave

6:15 AM – Veeder @ Notte Terrace

6:25 AM – Van Vranken Ave @ Seneca St

6:35 AM – Union St @ Wendell Ave

6:37 AM – Steuben Station (State St)

6:40 AM – Division St (State St)

6:45 AM – Watt St @ Faccioli Drive

6:47 AM – Woodlawn Station (State St)

7:20AM – Arrive at Albany Leadership School (19 Hackett Blvd)

Afternoon/Outbound

3:15 PM – Departure from Albany Leadership School (19 Hackett Blvd)

3:40 PM – Woodlawn Station (State St)

3:44 PM – Watt St @ Faccioli

3:47 PM – Division St (State St)

3:49 PM – Steuben Station (State St)

3:52 PM – Union St @ Wendell Ave

3:55 PM – Van Vranken Ave @ Seneca St

3:57 PM – Veeder @ Notte Terrace
4:00 PM – Crane Street @ Main Ave
4:05 PM – Norwood Ave @ Schuyler St
4:08 PM – Helderberg Ave @ Jermone Ave

AM Local Bus (Cohoes, Watervliet, Rensselaer Route)
10-15 Students

Morning/Inbound

6:22 AM – Hudson Street at Fourth Street
6:26 AM – Burger King (Saratoga Ave side)
6:30 AM – 5th Avenue @ 102nd Street
6:35 AM – 63 Cohoes Road, Watervliet NY 12189
6:37 AM – 1901 2nd Ave: Walgreens (2nd Ave & 19th St Watervliet)
6:42 AM – 575 Broadway, Menands NY 12204
6:47 AM – Wolfert Avenue @ N Pearl Street
6:53 AM – Washington Ave ext @ Van Allen Way
7:00 AM – Broadway @ Central Ave (Rensselaer, NY 12144)
7:05 AM – 3rd Avenue @ East Street (Rensselaer, NY 12144)
7:15 AM – Arrive at Albany Leadership School (19 Hackett Blvd)

PM Local Bus (Cohoes, Watervliet, Rensselaer Route)

Afternoon/Outbound

3:25 PM – Departure from Albany Leadership School (19 Hackett Blvd)
3:36 PM – California Ave @ Donnelly Drive (East Greenbush 12144)
3:42 PM - 3rd Avenue @ East Street (Rensselaer, NY 12144)
3:44 PM - Broadway @ Central Ave (Rensselaer, NY 12144)

3:48 PM - Washington Ave ext @ Van Allen Way

3:57 PM - Wolfert Avenue @ N Pearl Street

4:01 PM - 575 Broadway, Menands NY 12204

4:06 PM - 1901 2nd Ave: Walgreens (2nd Ave & 19th St Watervliet)

4:09 PM - 63 Cohoes Road, Watervliet NY 12189

4:09 PM - 5th Avenue @ 102nd Street

4:17 PM - Burger King (Saratoga Ave side)

4:20 PM Fourth Street @ Hudson Street

APPENDIX B

QUALIFICATIONS OF CONTRACTORS, PROPOSAL PROCEDURES, TRANSPORTATION PROCEDURES, TRANSPORTATION REGULATIONS, AND SPECIAL CONDITIONS FOR PROPOSER

I. CONTRACTOR QUALIFICATIONS

The work and services described in these documents include the performance of activities directly affecting the safety of the students of the Albany Leadership Charter School for Girls (the Charter school) and the public generally. The Charter school may make any investigation necessary to determine the ability of the Contractor to fulfill the Contract and the Contractor shall furnish the Charter school with all such information for this purpose as the Charter school may request. If, in the opinion of the Charter school, the Contractor is not properly qualified or responsible to perform any obligations of the Contract, the Charter school reserves the right to reject its proposal.

The following minimum requirements must be met to qualify:

- A. The Contractor must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulations, and vehicle inspection requirements. The Contractor must provide the Charter school with a copy of its BUSNET Bus Inspection Operator Profile Summary for the latest two periods. The Charter school expects all Contractors to possess a profile that reflects an out-of-service (OOS) rate that is less than 10%. The Charter school reserves the right to reject any proposal from a Contractor that it deems is not performing adequate maintenance to its school bus/van fleet. The location for bus storage and the repair and maintenance facility must be included in the proposal.
- B. The Contractor must possess and provide the Charter school with a copy of its Company Drug and Alcohol Testing Policy for School Bus Drivers.
- C. The Contractor must employ a Safety Supervisor(s) who is a New York State Department of Motor Vehicles-Certified Article 19-A Examiner and a State Education Department-certified School Bus Driver Instructor (SBDI). The Contractor must provide the Charter school with the names and respective certification numbers of all employees so certified. The Contractor must also employ a terminal manager.

- D. The Contractor shall provide the Charter school with a reference list which lists the names of all school charter schools serviced by it with a comparable program, including the names and telephone numbers of each business or transportation official Contractor collaborates with. This reference list shall include all schools the Contractor has served during the past ten (10) school years. The Contractor must have held contracts with these schools under the same company or corporation name.
- E. The Contractor must be financially responsible as demonstrated by:
1. The submission of audited or reviewed financial statements that, in the opinion of the Charter school, have been satisfactory for the last three (3) years.
 2. The submission of a list of pending lawsuits or substantive outstanding judgments or liens, including any Federal or State tax liens. Said list must, in the opinion of the Charter school, not indicate any potential for future operating or financial problems which could negatively impact service to the Charter school.
 3. The Contractor has not been denied a Performance Bond within the last seven years. The cost of the Performance Bond will help determine the degree of financial responsibility.
 4. A satisfactory credit history as demonstrated by a review that may be made by the Charter school.
- F. The Charter school reserves the right to investigate all references and information submitted by the Contractor pursuant to the requirements of these documents, including a copy of the drivers' contract with their union (if applicable). Upon investigation and evaluation, the Charter school may choose to reject any proposal where it is found that the Contractor's qualifications are not consistent with the information presented.

II. PROPOSALS

A. Proposal Procedure and Requirements

1. The date and time of the opening of proposals are given in the Public Notice.
2. All proposals must be submitted on and in accordance with forms provided by the Charter school and included in this document. No sheet is to be removed from this document.
3. Where so indicated on the Proposal Forms, sums shall be expressed in whole dollar figures clearly written in ink.
4. Except where specifically noted otherwise, all requested alternates will be bid. The Charter school reserves the right to accept incomplete proposals which are to the best interest of the Charter school.
5. The proposal shall include the legal name of the Contractor and a statement whether the Contractor is a sole proprietor, a partnership, a corporation, or any other legal entity, and shall be signed by the person or persons legally authorized to bind the Contractor to the Contract(s). All required signatures shall be handwritten in ink with the full name of the person executing same. No initials, stamp, photocopy of other copy, or company name may be used in lieu of any required signature. A bid by a corporation shall also give the State of Incorporation and have the corporate seal affixed.

6. Contractors will provide, along with the complete proposal, evidence demonstrating an ability to provide school transportation, including, if applicable, a list of any and all schools (including dates of service) which they have served during the past ten (10) years and a summary of their experience over at least ten (10) years of successfully operating a complex school transportation program in compliance with the applicable laws, rules, and regulations of the State of New York. In lieu of organizational experience, staff experience must be demonstrated. Contractors will also provide, along with the completed proposal, an auditor (certified or reviewed) financial statement.
7. No alteration, erasure, or addition is to be made in the printed matter. Any deviations from the conditions and specification may constitute sufficient grounds for rejection of a proposal. All exceptions are to be noted on a separate sheet.
8. Prices and information required, except the signature of the Contractor, should be handwritten or typed for legibly. Illegible or vague proposals may be rejected. All signatures must be written. Facsimile or printed signatures are not acceptable.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school is exempt from such tax. Exemption certificates, if required, will be furnished on forms provided by the Contractor.
10. All proposals received after the time stated in the Public Notice will not be considered and will be returned to the Contractor. The Contractor assumes the risk of any delay in the mail or in the handling of the mail by employees of the Charter school. In whatever way it delivers its proposal package, the Contractor assumes responsibility for having his/her proposal deposited on time and at the place specified. **However, the Charter school reserves the right to waive what it deems proposal or specification informalities relating to a specific proposal to reject any and all bids, to re-advertise and invite new proposals, or to accept the whole or part of a proposal, or to accept parts of proposals from more than one Contractor, who in the Charter school's judgment, it deems to be in the best interest of the Charter school.**
11. The submission of a proposal will be construed to mean the Contractor is fully informed as to the extent and character of the services, supplies, materials, or equipment required and a representation that the bidder can furnish the services, supplies, materials or equipment satisfactorily in complete compliance with these specifications.
12. All proposals must be sealed. They must be submitted in a plain manila envelope. The bid envelope must be clearly marked, "Transportation Proposal: Do not open until 3:00 p.m. April 17, 2019. Telephone quotations or amendments will not be accepted at any time. All materials submitted with the proposal will become the property of the Charter school and will not be returned.

B. Contractor's Certification

1. Under penalty of perjury the Contractor certifies that:
 - a. The proposal submitted herein has been arrived at by the Contractor independently and has been submitted without collusion with any other vendor of services, materials, supplies, or equipment of the type described in the invitation for bids, and
 - b. The contents of the proposal have not been communicated by the Contractor, nor to its best knowledge and belief, by any of its employees or agents, to any person not an employee or agent of the Contractor or its surety on any bond furnished herewith, prior to the official opening of the proposal.

C. Interpretation of Documents

No interpretation of the meaning of the specifications or other Contract document will be made to any Contractor, orally, except at the meeting of contractors who wish to submit proposals.

D. Contract

1. Each proposal will be received with the understanding that its acceptance, in writing, by the Charter school, approved by the Charter school, to furnish any or all of the items described shall constitute a Contract(s) between the successful Contractor and the Charter school. The Contract shall bind the successful Contractor to furnish the labor and material required at the prices and in accordance with the conditions of his/her proposal.
2. The placing in the mail of a notice of award to a successful Proposer, to the address given in the proposal, will be considered sufficient notice of acceptance of the Contract.
3. If the successful Contractor fails to furnish service on the date of commencement of the Contract(s), or should it default in meeting any obligation under said Contract(s) or should the successful Contractor fail, or be delinquent in its preparation of the procedures required in meeting the conditions and provisions of the specifications in a timely fashion, then the Charter school shall have the right to declare the successful Contractor in default and in addition, to any other legal or equitable remedies available to it, the Charter school, upon declaring the successful Contractor in default may upon written notice to the successful Contractor, take the following action:
 - a. Withhold any funds due the successful Contractor under this contract and have the right to off-set and/or recoupment and/or counterclaim against said funds for any claims for which the Charter school might have against the successful Contractor.
 - b. Commence providing the services contracted for with the successful Contractor, either directly or through another contractor. The successful Contractor shall be responsible and obligated for all damages caused by said default and for all costs and damages suffered by the Charter school. Said damages are to include reasonable attorney's fees incurred in contracting with another party.
4. It is mutually understood and agreed that the successful Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the Contract(s) or its right, title, or interest herein, or its power to execute such Contract(s), or any part hereof to any person, company, or corporation, without the previous written consent of the Charter school.
5. The Legal Notice, General Conditions, Bidder Qualifications, Specifications, and any Addenda shall form a part of this contract and the provisions thereof shall be binding upon the parties hereto. The term "contract documents" shall include all of the aforesaid together with the Contract(s) itself.
6. Each and every provision of law and clause required by law to be inserted herein and the Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through a mistake or otherwise, any such provision is not inserted or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.
7. It is understood that the Contract(s) in no way excludes the Charter school from using their own vehicles, or services provided by BOCES or other schools, or in any way limits the Charter school from using other contractors in performing similar or other services.

E. Personnel Matters

All transportation personnel shall be the responsibility of the Contractor. All drivers and assistant drivers must treat children carefully and respectfully. All school bus drivers, mechanics, bus attendants and assistant drivers must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance, or regulation of the Commissioner of Education, including all required driving, licensing, training, and certification. In consultation with the contractor, the Charter school reserves the right of driver assignments, and the Charter school reserves the right to assign most effective and/or experienced drivers and/or assistant drivers to the most sensitive routes.

In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and State law.

1. It is recognized that for the protection of the children, drivers, and all other persons coming in contact with the children, must be of stable personality and of the highest moral character. The Charter school places upon the Contractor, and the Contractor agrees to accept, the full responsibility of assuring such qualities in personnel. The Contractor agrees not to allow any person to drive a school bus or serve as assistant drivers, whose moral character is not of the highest level or whose conduct might in any way expose any child to any impropriety of word or conduct whatsoever. Nor shall the Contractor allow any person to drive a school bus or serve as a bus attendant who is not physically and/or emotionally capable of performing the essential functions of their job, with or without accommodation. **All bus drivers, and driver assistants must understand and speak English -- there will be no exceptions.**
2. The responsibility for hiring and discharging personnel with respect to all obligations arising from the Contract shall rest entirely upon the Contractor, and the Contractor agrees not to enter into any agreement or arrangement with any employee, person, group, or organization which will in any way interfere with the ability to comply with this requirement, except as otherwise required by law. The Contractor further agrees that the Charter school shall have the right to remove any person. The respective Charter school reserves the right, in the exercise of its sound discretion, to reject drivers or bus attendants or to direct that they be replaced, without being limited to considerations of health and driving records.
3. The Contractor's Terminal Manager will be directly responsible for the operation of all buses under contract and for contact with parents regarding transportation problems within the Charter school, provided, however, that all such operations and parent contacts are authorized by the Charter school.

Said Charter school's Manager also shall be responsible for compliance by drivers with the Charter school's transportation policy, all statistical studies and reports required by the Charter school, including those items necessary for State Aid purposes, and monthly reports on pupil load, driver, and student discipline problems, and accidents reports.

Said Manager and his/her duly authorized designee, shall arrange with the Charter school to be available on-site during all hours that services are being performed pursuant to the Contract(s), as well as prior to the beginning of each day's hours of service, and for meetings with representatives of the Charter school. The Manager will notify the Charter school immediately of any breakdown, accident, or medical emergency.

4. All drivers, attendants provided by the Contractor pursuant to the Contract(s) shall dress appropriately.

5. The Contractor must comply with all state, federal, and local laws and regulations, and Regulations of the Commissioners of Education and Motor Vehicles, regarding school bus driver employment and bus operation, and any regulations relative to the employment of bus assistants
6. Each driver and/or bus assistant performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules, and regulations of the State of New York. The Contractor shall employ a qualified SED-certified School Bus Driver Instructor. Any contractor hereunder must comply particularly with the Regulations of the Commissioners of Education and Motor Vehicles as they apply to safety regulations for drivers.
7. Prior to the beginning of each school year each school bus driver performing services pursuant to the Contract must undergo the physical examination required by Section 156.3 c (2) of the Regulations of the Commissioner of Education and the reports thereof shall be transmitted to the Charter school in writing on the forms prescribed by the Commissioner. The costs of such examination shall be paid by the bus driver or by the Contractor.
8. To the extent required by New York State Education Law, all employees hired by the Contractor to provide services pursuant to the Contract(s) must be approved for employment by the Charter school's Principal of ALC School for Girls or designee.

The Contractor shall submit to the Principal of Schools no later than 14 days prior to the beginning of each contract year, a list of names and addresses, and complete copies of the Article 19-A files (where required) for each regular and substitute driver and attendant employed to provide the services required hereunder, and said list shall be updated by the Contractor by adding or deleting such information regarding any such driver or attendant hired or terminated after that date and at the time such hiring or termination takes place.

9. The Contractor shall at all times have "standby drivers" available in the event of mechanical or other difficulties to maintain and provide the services which are required under this Contract. The number of "standby drivers" shall not be less than 10% of the drivers required to bring children to and from school on a regular basis. They are not to be used in any other capacity without written approval by the charter school.
10. The Contractor shall be responsible for providing practice and instruction to the driver with regard to the location, use, and operation of the emergency door(s), fire extinguisher(s), first aid equipment, windows, and roof hatches as a means of escape in case of an accident. Similar drills for students shall be conducted by the drivers under the general supervision of the Contractor and the Charter school at such times and in such fashion as may be required by the applicable regulations of this State or the law. Normally these drills are conducted three times annually, during the first week of school year, and as specified by SED.
11. **The Contractor will inform all personnel providing services under the Contract that changes in routes, stops, or schedules may be made only with the prior approval of the Charter school.** Additionally, prior to the first day of school and throughout the year(s), as needed, all drivers shall traverse ("dry run") their assigned routes until they become thoroughly familiar with all stops and roads.
12. The Contractor, along with their respective drivers, will be responsible for the safety and supervision of the children transported under the Contract(s). The judgment of the Charter school as to the adequacy of such supervision shall be final. The transfer of children transported under contract from one vehicle to another, or one route to another, may not be undertaken by the Contractor without the expressed approval of the Charter school for such transfer(s). Approval may be denied by the Charter school if it is in the best interests of the child(ren) to do so.

13. No alcoholic beverages or illegal intoxicants may be brought to or consumed upon the Charter school's premises or buses utilized pursuant to the Contract(s) by any employee of the Contractor, nor shall any employee be under the influence of or impaired by any alcoholic beverages, illegal intoxicants, no vaping, no weapons, or prescription drugs. Additionally, no smoking is allowed on any bus, or on school property, by the Contractor's employees prior to, during or after the provision of services to the students. The Contractor is required to fully inform its employees of this provision.
14. Each driver will remain aboard his or her assigned bus at all times that pupils are aboard said bus. **The bus driver is responsible for checking his/her bus at the conclusion of each run for sleeping children, book bags, and other items that may be left behind.**
15. Under no circumstances shall a driver refuse to pick-up or discharge a pupil at an established school bus stop, unless authorized by the Charter school or designee, nor shall a driver remove a pupil from a bus providing services hereunder before reaching the pupil's intended destination, except in case of an emergency.
16. The Contractor shall provide a dispatcher at a designated telephone number to answer calls concerning daily service, including missed service and late pickups and drop-offs. Said dispatcher will maintain contact with the Charter school until the last student is off the last bus and the dispatcher notifies the Charter school that all of the students have been delivered to the designated drop-off points.

F. Vehicles

1. If required, it shall be the responsibility of the Contractor to provide a sufficient number of school vehicles, with sufficient capacities to adequately meet the needs of the Charter school. All school buses and vans will have valid New York State Department of Transportation operating/ inspection certificates and be maintained in safe, clean, and suitable condition for operation. It is the responsibility of the Contractor to provide safe, proper, and appropriate maintenance on school buses and vans used during the term of this Contract(s).

In addition to the necessary school buses and vans to meet the scheduled needs, the Contractor is required to have sufficient spare vehicles located at such place to ensure that the spare vehicle can respond to a vehicle need within a reasonable amount of time.

Due to the unique capabilities of certain school buses and vans, the Contractor must maintain spares of each type of vehicle utilized. The following safety features must be installed on all school buses and vans:

- a) working seat belts installed for each seating position;
- b) high back padded passenger seats;
- c) flashing red school lights and fully-functioning stop sign;
- d) two-way radios of at least 75 watts capacity sufficient to reach all vehicles in operation from the dispatch point to all parts of the charter school;
- e) handrails that pass industry standard drawstring tests;
- f) "eyebrow" crossover mirrors installed on both front fenders;
- g) video and sound equipment as specified in this RFP.

The Principal or his/her designee reserves the right to reject school buses to be used under this Contract(s). In the event of rejection, the Contractor will be fully responsible for replacing those rejected buses. Replacement buses must be made available within 20 minutes in the event of a breakdown.

2. Contractors are required to provide with the Proposal, the make, model, year, fuel type and seating capacity of each school bus and van to be used in fulfilling this Contract(s). When any changes are made, the Charter school shall be notified immediately in writing.

G. Facilities

It shall be the responsibility of the Contractor to provide adequate repair and maintenance facilities for school buses and vans used in the operation of this Contract(s). The Charter school will closely monitor D.O.T. bus inspection out-of-service percentage rates and generally desire an OOS rate that is 10% or less. School buses and vans shall be safely parked and secured at the Contractor's location. Each bidder shall provide the exact location of its nearest established maintenance facility that meets current D.O.T. requirements. The Charter school reserves the right to inspect the proposed facility to determine its adequacy prior to the award of the Contract(s). A facility inspection will be conducted when the Charter school has reason to ascertain that appropriate maintenance is being conducted by the Contractor. The facility office must meet all requirements of this RFP.

H. Safety Requirements

School buses and vans providing service under this Contract(s) must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The Charter school reserves the right to require any and all precautions for the safety of students in their transportation to and from school. All students are to enter and leave buses at the curb and at no time are students to be transported off public highways, except in compliance with present practice. All school bus drivers and assistants will be trained as to how to ensure students are safely loaded and unloaded. This training shall include, but is not limited to, an understanding that all children must be supervised carefully at all times. All bus drivers shall be trained and must possess a complete understanding of proper crossing techniques for students who are "crossers" and be absolutely committed to observing the "15-foot rule" whereby students must be safely away from their bus by at least 15 feet before the driver closes the bus doors and pulls away from a bus stop. As required by New York State Education Department Regulation, all bus drivers operating buses under this Contract shall have completed the minimum pre-service driver training, have completed the 30-hour School Bus Driver Basic Course of Instruction, and receive at least two (2) refresher classes of two (2) hours duration at times consistent with the regulation (the first between July 1 and the first day of school and the second between December 1 and January 31. The Charter school encourages the Contractor to exceed these minimum training requirements by holding additional safety classes periodically.

I. Route Scheduling

1. The Charter school reserves the right to set-up all routes, to change any and all routes, the times routes are to be operated, bus stops and any such adjustments that conditions may necessitate without additional compensation to the Contractor, except as provided for in the RFP. No route changes (particularly the adding of bus stops) are to be made by the Contractor without the prior permission of the Charter school.

The Charter school also reserves the right to notify the Contractor of changes in the starting and dismissal time of a school or schools, and services required by such changes shall be without additional charges.

2. Both parties to the Contract(s) agree to cooperate in revising the trips specified therein to improve service, operating efficiencies or economy. No changes in regular trips or sets of trips may be made without prior approval by the respective Principal of Schools or his/her designee.
3. The Contractor will be responsible for furnishing transportation to the schools and locations

and to any additional school or location as may be requested by the Charter school. It shall be understood that placements and enrollment changes can occur thus causing the Charter school to alter pre-established routes. The Charter school has the exclusive right to make changes to routes, not the Contractor.

4. Dismissal Schedules - The service contracted for is mutually understood to be contingent on the time schedules set forth in the specifications.

Contractor agrees to provide emergency transportation as requested by the Charter school.

5. The Contractor will supply updated route descriptions, provide mileage and any other additional information deemed necessary by the Charter school. Any request for said information must be supplied in a reasonable timeframe but not to exceed three (3) business days.

No route changes are to be made by the Contractor without prior written permission from the Charter school. The Charter school reserves the right to notify the Contractor of reasonable changes in the starting and dismissal times of a school or schools and services required by such change shall be without additional charges.

J. Operating Matters

1. Charter school's Operating Policies: The Contractor shall conform to and abide by the policies, rules, and regulations of the Charter school as set out in the present written policies and rules of the Charter school, relevant to student transportation, as modified by current practice, and such other future regulations as may reasonably be required by the Charter school, with the consent of the Contractor.
2. Driver Training and Additional Training: All bus drivers and assistant drivers must receive and participate in required safety instruction as outlined in the Regulations of the Commissioner of Education, Section 156.3. The cost of such instruction shall be paid by the Contractor. The Charter school's administration must be invited to all training.
3. Emergency Bus Drills: The Contractor shall be responsible for providing practice and instruction to the drivers with regard to the location and use of all emergency doors, fire extinguisher, first aid equipment, and windows as a means of escape in case of fire or accident. The drivers shall be responsible for instructing their student riders as to the above when so directed and supervised by the Contractor's "Safety Supervisor".
4. Emergency Closings: The Contractor shall be available to consult with the respective Supervisor/Coordinator during times of inclement weather, about road conditions and the potential of early dismissals and closing school.

If classes are in session and during the day weather or emergency conditions arise making it necessary that children must be transported home prior to the regular closing of school, the Charter school will so notify the Contractor as soon as possible to provide the usual and necessary transportation.

5. Contractor's Monthly Reports: The Contractor shall deliver to the Charter school a written report of operations on a monthly basis at the same time that the monthly invoice is submitted. Said report shall include matters such as: actual performance related to scheduled performance, student discipline matters, driver discipline and required activity, rules of regular bus driver hours, and other items related to the performance of the

contract(s). A sample format is included (in this RFP). The Contractor and the Charter school designee shall meet prior to September 1st to finalize the information to be contained in this report.

6. **Accidents:** In the event of any accident involving the operation of a school bus under this Contract(s), the Charter school shall be notified immediately. The local police shall also be notified and must conduct an investigation. If required and as soon as possible thereafter, all appropriate State agencies shall be notified. A Report of School Bus Accident, Form MV104f, shall be completed and forwarded to these State agencies in accordance with instructions. The Charter school shall receive a copy of this report faxed, scanned, e-mailed or hand delivered to the transportation department within 24 hours after the Contractor has received the official police report.
7. **Driver's Daily Reports:** Each bus driver shall be required to file a daily report on a form approved by the Charter school describing the condition of his/her assigned bus, its mechanical/body condition, and a description of any maintenance action performed, if required. These reports shall be maintained in a binder for each bus, the binder will include the past six (6) months' reports and will be presented to the Department of Transportation Inspector as he/she may require. The Charter school reserves the right to examine these reports at any time during regular business hours.
8. **Rights to Property:** As a condition of this Contract(s), the Contractor agrees to allow any member of the Charter school on any property connected with the service provided to the Charter school for the purpose of inspection at any time. Furthermore, it is agreed that if it is deemed necessary by the Charter school, due to inadequate service or poor performance, management personnel may be supplied by the Charter school to work directly with the Contractor's management or dispatching personnel at the Contractor's location(s) connected with this Contract(s).
9. **Exclusivity Clause:** Only those children, adults or other persons authorized by the Charter school to be transported shall be transported under the Contract(s). **The Contractor shall agree to secure the prior written approval of the Charter school before agreeing to undertake the transportation of students from other charter schools, schools, or individuals in conjunction with the trips specified in this Contract, and to furnish the Charter school with copies of each such related contract(s) with another school, charter school, or individual for such transportation. The Charter school reserves the right to assign students from other school charter schools to buses/routes.**

The Contractor agrees to cooperate fully with the Charter school's policy of cooperative transportation with other school charter schools.

K. Disputes

In case of any ambiguity, inconsistency, or error in any of the contract documents or of a conflict between the provision of a contract document and provisions of a state law or regulation, the Contractor is required to draw such matter to the attention of the Charter school before he/she submits his/her proposal. If the contractor fails to do so, his/her proposal may be rejected.

L. Changes in the Base Program (Add or Delete Clause)

Should changes in the Charter school's operation require an increase or decrease in the number of vehicles needed to properly operate the program(s), the Contract will be amended to reflect the change by using the bid amount quoted per vehicle on the "Form of Proposal". These costs shall reflect the appropriate renewal increases.

The Charter school must be notified within (10) days of any changes in vehicle times which will result in a change in contract compensation. Failure by the Contractor to notify the Charter school of such changes will result in the loss of any additional compensation, which may be due to the contractor pursuant to these specifications. Based on the way the "Form of Proposal" is written this will be a critical item for the contractor to observe.

M. Compliance with Title IX Regulations

In compliance with Title IX, Education Amendments of 1972 (prohibiting sex discrimination in education), the Charter school requires any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including bids) to comply fully with Title IX.

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

N. Compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973

In compliance with the Americans with Disabilities Act and Section 504 of the Rehabilitation Act of 1973 (prohibiting discrimination against any person who is qualified with a disability), the Charter school requires that any person, organization, group, or other entity with which it contracts, sub-contracts, or otherwise arranges to provide services or benefits (including bids and proposals) to comply fully.

O. Pupil Transportation Policy

The specific elements of the Charter school's Transportation Policy require it to be in compliance with the Laws of the State of New York as it concerns the rules, regulations, and directions of the Commissioner of Education, Department of Motor Vehicles, and the Department of Transportation, to safeguard the comfort and safety of the children to be transported on school buses to and from local bus stops and schools.

P. General Bid/Proposal Certification

The proposer certifies that he/she will furnish, at the prices herein quoted, the materials, equipment and/or services proposed on this bid/proposal

APPENDIX C

LIST OF EQUIPMENT

(Vendor to supply)

APPENDIX D

SCORING DOCUMENTS

Albany Leadership Charter School for Girls Scoring Document

	Category	Weight
1	Previous Quality of Experience of the Proposer in School Transportation	13
2	Owner of Previous Transportation Companies	6
3	Safety Program	6
4	Accident History	8
5	Record of Drivers	8
6	Fleet Inspection Record and Vehicle Replacement Schedule	6
7	Maintenance Schedule of Vehicles	2
8	Financial Analysis	8
9	Insurance Requirements	3
10	Cost- points to be prorated on percentage over lowest cost	40
	Total	100

Contractor _____

Date _____

Rater _____

Date _____

Pupil Transportation Proposal Scoring Document

Date: _____ Contractor: _____

Checklist and score: _____ Evaluator: _____

1. Quality of previous experience in School Transportation

Maximum Score: 13 Points SCORE: ____

A. Completed experience form

B. Other information or data

2. Owner of all Previous Companies

Maximum Score: 6 Points SCORE: ____

A. Response to information on the transportation company where principles of the contractor have been an owner or manager and previous experience.

Maximum Score: 6 Points SCORE: ____

3. Safety Program

A. Description of Safety Program

4. Accident History

Maximum Score: 8 Points SCORE: _____

A. Record of accidents in Motor vehicles under the control of the contractor including loss runs for all compounds and subsidiaries.

5. Record of Drivers

Maximum Score: 8 Points SCORE: _____

A. Driving history of employees of the contractor including

DMV affidavits and NY State Roster for each drivers operating out of locations nearest to _____

6. Fleet Inspection Records and Vehicles Replacement Schedule

Maximum Score: 2 Points SCORE: _____

A. NYS DOT BUSNET summary for closest facility _____

B. Vehicle list and information _____

7. Maintenance Schedule of Vehicle

Maximum Score: 2 Points SCORE: _____

A. Responses to maintenance schedule of the motor vehicle under the control of the contractor

8. Financial Analysis

Maximum Score: 8 Points SCORE: _____

- A. Bond or certified check: 2 points
- B. Proof of bond ability for performance bond: 2 points
- C. Cost of performance bond: 2 points
- D. Responses for financial analysis of the contractor, including

Consolidated financials for all companies and subsidiaries: 2 points

9. Insurance Requirements

Maximum Score: 3 Points SCORE: ____

A. Letter on other information from insurance company guaranteeing appropriate coverages.

Maximum Score: 40 Points SCORE: ____

10. Cost

A. Lowest Cost: 45 points

B. Higher Cost: Points to be pro-rated on percentage over lowest cost.

TOTAL SCORE: _____

MAXIMUM POSSIBLE TOTAL SCORE: 100 POINTS

