



NORTH COLLINS CENTRAL SCHOOL DISTRICT

P.O. Box 740, North Collins, NY 14111

BID NOTICE

The Board of Education of **NORTH COLLINS CENTRAL SCHOOL DISTRICT** hereby invites the submission of sealed bids for:

Transportation Services for the remainder of the 2022-2023 School Year.

Bid information can be found on –line at **www.NorthCollins.com**, beginning April 19, 2023.

Bids will be received until 1:00 P.M. on April 26, 2023 and opened in public at the following location:

**North Collins Central
School Business Office
2045 School Street
North Collins, New York 14111**

The Board of Education reserves the right to reject any or all bids or portions thereof. Any bid submitted will be pending for sixty (60) days subsequent to the date of bid opening.

The Non-Collusive Statement must be signed.

Board of Education

North Collins Central School District

Scott J. Taylor

Superintendent

**BIDDING DOCUMENTS
TRANSPORTATION SERVICES
REMAINDER OF 2022-2023 SCHOOL YEAR**

NAME OF BID MUST APPEAR ON OUTSIDE OF RETURN ENVELOPE

**SEALED BIDS TO BE OPENED:
APRIL 26, 2023 @ 1:00 PM**

In the Business Office of:
North Collins CSD
2045 School St.
North Collins, NY 14111

PLEASE PRINT OR TYPE ALL INFORMATION:

COMPANY NAME: _____

CONTACT PERSON: _____

ORDER ADDRESS: _____

TELEPHONE & extension: _____

FAX: _____

E-MAIL _____

REQUIREMENTS AND SPECIFICATIONS

FAILURE TO COMPLY WITH THE FOLLOWING MAY RESULT IN REJECTION OF THIS AND FUTURE BIDS.

Bid Opening: APRIL 26, 2023 @ 1:00 PM

Transportation Services for 1 student, 1 way (School to home), May 1, 2023-June 23, 2023 (approximate). See Bid Form for further details.

Vendors shall not send a bus until a Purchase Order or other written communication is received.

SPECIFICATIONS FOR PUPIL TRANSPORTATION

VEHICLES

- A. All vehicles used for this contract must comply with recommendations regarding “school buses,” as contained in Federal Guideline 17 and all current FMVSS (Federal Motor Vehicle Safety Standards) applicable to school buses. The use of small vans and passenger cars (not meeting these guidelines/standards) for the purpose of transporting children shall not be permitted to serve this contract.

HIGHWAY SAFETY PROGRAM GUIDELINE No. 17 PUPIL TRANSPORTATION SAFETY

1. All school buses should:
 - a. Be equipped with safety equipment for use in an emergency, including a charged fire extinguisher, that is properly mounted near the driver's seat, with signs indicating the location of such equipment.
 - b. Be equipped with device(s) demonstrated to enhance the safe operation of school vehicles, such as a stop signal arm.
 - c. Be equipped with a system of signal lamps that conforms to the school bus requirements of FMVSS No. 108, 49 CFR 571.108.
 - d. Have a system of mirrors that conforms to the school bus requirements of FMVSS No. 111, 49 CFR 571.111.

- B. All vehicles used for this contract must also comply with NYS-DOT regulations relative to school bus construction, inspection, and maintenance.

- C. Buses must be equipped with a communication system to call for assistance in case of emergency.
- D. Vehicle maintenance and inspection records shall be available on request for review by BOCES' Transportation Consultant and/or other authorized representative.

DRIVERS

- A. Bidders must be in compliance with NYS Vehicle and Traffic Law including Article 19A and Federal Department of Transportation regulations (interstate) where applicable.
- B. All drivers assigned (including substitutes) must be "School Bus Qualified" per Article 19A.
- C. All drivers serving this contract must be in full compliance with the training requirements (as a minimum) and all other driver qualification requirements of the NYS Education Department, and any other governing agencies.
- D. Transporters must be able to assist with lifting and transferring of students.
- E. Contractor must be in compliance with the Drug/Alcohol testing requirements of USDOT.
- F. Per NYSED requirement, the Superintendent of Schools must approve all drivers assigned to serve this district or districts.
- G. Contractor's driver qualification files must be available on request for review by the Superintendent, his/her Transportation Consultant or other authorized representative.
- H. A "pool" of drivers that could be assigned to trips under this contract should be submitted for approval. The number submitted must be sufficient to cover absences of the regularly assigned drivers.

ADULT PASSENGERS

- A. Adults accompanying students on trips are considered adult passengers.

- B. If a student passengers(s) has an IEP that requires a Bus Attendant during transit, or if the District elects to use Bus Monitors, the District will provide the Attendants/Monitors, and be responsible for them being in compliance with the training and qualification requirements of NYSED.

ROUTING

- A. Planning routes for the transporting of children to and from the trip destinations shall be the responsibility of the contractor, and should be done in compliance with the State's routing guidelines.
- B. If and when requested, the contractor shall be able to identify the individual(s) on their staff responsible for bus routing and knowledge of these guidelines and requirements.
- C. When assigning vehicles to trips, consideration must be given to the number of adult -vs- student passengers in determining reasonable seating capacity. Age of student passengers can also be a factor to insure all passengers benefit from the designed restraint aspects of the compartmentalized seating by being seated within the compartment.

SCHEDULE A

FORMAT FOR REQUIRED INFORMATION REGARDING PROPOSAL

For continuity, all proposals are to be prepared in a uniform format. All tabs and information requested will coincide with the following format:

A. **BID FORM**

1. Bidders are required to complete the following Bid Form.

B. **COMPANY INFORMATION & NOTES – MUST BE COMPLETE**

1. (a) Company name, address and bid contact name and contact information – in the spaces provided on the first page of the bidding documents, or on separate paper.
(b) Please submit on a separate sheet of paper, the address where all purchase orders are to be sent to, the remit address and the address of Company Headquarters.
(c) Notes regarding additional information shall be written in the spaces provided on the first page of the bidding documents or attached on a separate piece of paper.

C. **REFERENCE LIST**

1. This section is requested from vendors whom have never served North Collins Central School District; shall include a list of all school districts currently under contract with Bidder or which the Bidder has served in the past three years. This list will include the name of the district, address, person to be contacted, title of contact, and scope of contract with that district.

D. **NON-COLLUSIVE BIDDING CERTIFICATION**

1. Bidders are required to complete the following Non-Collusive Bidding Certification.

**BID FORM
TRANSPORTATION SERVICES**

DATE: _____

Board of Education
North Collins Central School District
PO Box 740
2045 School Street
North Collins, New York 14111

Attention:

Having carefully examined the specifications within for furnishing labor and materials for One-Way Transportation of One (1) Student From 31 Rossler Avenue, Buffalo, NY 14206 (Stanley G. Falk School) To Residence at Amherst Street, Buffalo, NY (specific address information will be provided upon award) for the North Collins Central School District, North Collins, New York, the undersigned: _____

CERTIFIES that it has examined and fully comprehends all the enclosed "General Conditions," "Requirements & Specifications" and "Bid Notice" for the TRANSPORTATION SERVICES contract for the remainder of the 2022-2023 school year.

PROPOSES to furnish the required Transportation for the amount stated below and pursuant to the terms described on the specifications.

BID:

COST PER DAY, ONE WAY TRANSPORTATION OF ONE (1) STUDENT FROM 31 ROSSLER AVENUE, BUFFALO, NY 14206 (STANLEY G. FALK SCHOOL) TO RESIDENCE AT AMHERST STREET, BUFFALO, NY (ADDRESS TO BE GIVEN AFTER BID AWARD).

\$ _____

NON-COLLUSIVE BIDDING CERTIFICATION

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

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

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

IN WITNESS WHEREOF, the undersigned have subscribed this Certification and affirmed it as true under the penalties of perjury.

Subscribed and sworn to before

This _____ day of _____.

(Person, Firm, or Corp.)

Notary Public

(Authorized Signature)

GENERAL CONDITIONS

ARTICLE 1

Prohibition Against Conflicts of Interest, Gratuities and Kickbacks

1.1 Proposers are prohibited from offering to make, pay or give any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement for the award of a contract.

ARTICLE 2

Bidder Representations

2.1 Each Bidder, by submitting a Bid to the North Collins Central School District represents that:

The Bidder has read and understands the Bidding Documents and its Bid is made in accordance therewith.

The Bidder has based his bid on the Service described in the Bidding Documents without exception, and he can furnish the Service in accordance with the terms and conditions of the Bidding Documents.

All of the requirements of the specifications are accepted by the Bidder, and the prices quoted include services. The Bidder has checked all of the Bid figures, and understands that the North Collins Central School District will not be responsible for any errors or omissions on the part of the Bidder in preparing this Bid. Mistakes or errors in the estimates, calculations or preparation of the bid shall not be grounds for withdrawal or correction of the Bid.

The Bidder shall be fully accountable for its performance under this Bid, or any Contract entered into pursuant to this Bid, and agrees that agents or officers of the Bidder will answer under oath all questions relevant to the performance thereof and to any transaction, act or omission had done in connection therewith.

ARTICLE 3

Bidding Documents

3.1 Complete Sets

3.1.1 A complete set of the Bidding Documents shall be used in preparing and submitting a Bid; the North Collins Central School District does not assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of the Bidding Documents.

3.1.2 The North Collins Central School District has supplied copies of the Bidding Documents to the Bidders with the exclusive intent to obtain bids on the Contract for the Service specified, and does not confer a license or grant for any other use.

3.2 Interpretation or Correction of Bidding Documents

3.2.1 Bidders shall promptly notify the North Collins Central School District in writing of any ambiguity, inconsistency or error which they may discover upon examination of the Bidding Documents, including all Addenda, or local conditions.

3.2.2 Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the North Collins Central School District. No clarification or interpretation of the Bidding Documents shall, in any circumstance, be made to a Bidder orally and bidder expressly agrees that it may not rely on oral communication regarding clarification or interpretation of the bidding documents. The North Collins Central School District will respond in writing to all written requests received not later than five (5) days prior to the date fixed for the opening Bids. Copies of such responses will be sent to all Bidders.

3.2.3 Any clarification, interpretation, correction or change of the Bidding Documents will be made only by Addenda. Clarifications, interpretations, corrections, or changes of the Bidding Documents made in any other manner will not be binding, and Bidders should not rely upon such clarifications, interpretations, corrections, or changes.

ARTICLE 4

Bidding Procedures

4.1 Form, Style, and Matter to be Submitted with Bids

4.1.1 All Bids shall be submitted by original hardcopy.

4.1.2 All spaces on the Proposal Form shall be completed. Any Bid which is incomplete or vague may be rejected by the North Collins Central School District in its sole discretion. Any bid calling for information not applicable to the particular Bidder shall be left blank.

4.1.3 No interlineations, alteration or erasure should appear in the Bidding Documents. However, if either of the above should occur, it shall be initialed by the Bidder or by the person signing the Bid on behalf of the Bidder.

4.1.4 A Bidder shall neither make any stipulations in the Bid nor qualify a Bid in any manner. A Bid may be rejected with purports to qualify, limit, amend, or omit any of the terms or conditions of the Bidding Documents.

4.1.5 A Bid shall include the legal name of the Bidder and a statement whether the Bidder is a sole proprietor, a partnership, a corporation, or any other legal entity. A Bid shall be signed

by the person or persons legally authorized to bind the Bidder to a Contract. A Bid by a corporation shall also indicate the state of incorporation and have the corporate seal affixed thereto, in addition to the signature of a duly authorized officer of the corporation.

4.1.6 Bid prices submitted by a Bidder shall not include a charge for federal, state or municipal sales and excise taxes since the North Collins Central School District and component School Districts are exempt from such taxes.

4.1.7 Bidders must complete a non-collusive bidding certificate as required by Section 103-d of the New York General Municipal Law.

4.2 Submission of Bids

4.2.1 The Bid and any other documents required to be submitted with the Bid must be sealed in an opaque envelope in order to constitute a properly submitted Bid. The outside envelope (INCLUDING THE UPS, FEDEX, ETC. ENVELOPE) shall be addressed to the person receiving the Bids indicated in the Notice to Bidders and must state that it contains a **Bid for Transportation Services**. The envelope shall also state the Bid opening time. Finally, the envelope shall have the Bidders return address. North Collins Central School District shall have no responsibility to bidders in the event the bid is not received at the location designated for receipt of bids in a timely manner.

4.2.2 Bids shall be mailed to or deposited at the location designated in the Notice to Bidders prior to the time and date for the receipt of Bids specified or any extension thereof made by Addendum. Bids received after the time and date specified in the Bidding Documents for receipt of Bids will remain unopened.

4.2.3 The Bidder shall assume full responsibility for the timely delivery of his Bid at the specific location designated for receipt of Bids.

4.2.4 A Bid which is submitted orally, by fax, by e-mail, by telephone or by telegraph, is invalid and will not receive consideration.

4.3 Modification of Withdrawal of Bid

4.3.1 A Bid may not be modified, withdrawn or cancelled by the Bidder during the stipulated time period following the time and date designated for the receipt of Bids, and the Bidder so agrees in submitting its Bid.

4.3.2 Prior to the time and date designated for receipt of Bids, Bids submitted early may be modified by written notice only to the party receiving Bids. Such notice shall be in writing/telegram and shall include the signature of the Bidder. If such notice is given by telegram, written confirmation over the signature of the Bidder must have been mailed and postmarked on or before the date and time set for receipt of the Bids. Such notice shall be

worded so as not to reveal the amount of the original Bid. Bidder is solely responsible for assuring that a bid modification is received at the designated location in a timely manner.

4.3.3 Withdrawn Bids may be re-submitted up to the time designated for the receipt of Bids provided that they are then fully in conformance with the terms and conditions of the Bidding Documents, as provided in these Instructions to Bidders.

ARTICLE 5

Consideration of Bids

5.1 Opening of Bids

5.1.1 All properly submitted Bids will be opened publicly and read aloud on the date, time, and place specified in the Notice to Bidders.

5.2 Rejection of Bids

5.2.1 All Bids must be responsive and comply with and not deviate from the provisions of the Bidding Documents. Failure to meet a material requirement of the Bidding Documents shall be reason for rejection of any Bid. Bids may also be rejected if they indicate any omissions, alterations of form, unrequested additions, conditional terms, irregularities, or prices that are obviously unbalanced.

5.2.2 The North Collins Central School District shall have the right to reject any or all Bids in its complete and sole discretion.

5.3 Acceptable of Bids and Awards

5.3.1 The North Collins Central School District in its sole discretion shall have the right to waive any non-material, technical defect, qualification, omission, informality, or irregularity in any Bid received if, in its judgment, the best interest of the North Collins Central School District.

5.3.2 It is the intent of the North Collins Central School District to award a Contract to the lowest responsible Bidder as will best promote the public interest, taking into consideration the quality of the services to be provided, their conformity to all of the terms and conditions of the Bidding Documents, and the purpose of the Service to be purchased.

5.3.3 The North Collins Central School District and the Component School Districts reserves the right to award the Contracts within sixty (60) days after the date of the opening of the Bids as specified in the Notice to Bidders.

5.3.4 The North Collins Central School District and Component School Districts reserve the right to award in whole or in part, by item, group of items or by section, where such action serves the North Collins Central School District and the Component School Districts best interest.

5.3.5 If two or more Bidders submit identical Bids as to price, the decision of the District to award a Contract to one of such Bidders shall be final.

ARTICLE 6

Qualification of Bidders

6.1 Investigation by District

6.1.1 The North Collins Central School District may make any investigation necessary to determine the ability of the Bidder to fulfill the terms and conditions of the Bidding Documents and the Contract. The Bidder shall furnish to the North Collins Central School District all such information for this purpose as the North Collins Central School District may reasonably request. If in the opinion of the North Collins Central School District, the Bidder is not properly qualified to perform any obligations of the contract bid upon, the North Collins Central School District reserves the right to reject the Bid upon learning of this deficiency.

6.1.2 A Bidder, if requested by the North Collins Central School District, must demonstrate the necessary ability to support and administer the financial requirements of the Contract. This shall be done by furnishing all requested information and data within ten (10) days of such request.

6.1.3 The Contractor shall indicate in its Bid the percentage of its total business the award of this Contract would represent in relationship to its current annual volume of business.

6.1.4 The North Collins Central School District in their sole discretion, reserve the right to reject the Bid of the apparent low Bidder where the available evidence or information does not satisfy the North Collins Central School District that the Bidder is able to carry out properly the terms of the Contract.

6.1.5 Upon the request of the North Collins Central School District, the apparent successful Bidder must submit adequately documented certification that the Product/Service proposed meets all technical specifications of the Bidding Documents.

6.1.6 The expertise of the apparent low Bidder in the particular field of endeavor applicable to the Bid must be demonstrated and documented, upon request, to the full satisfaction of the North Collins Central School District or the Bid may be rejected in the complete discretion of the North Collins Central School District.

6.1.7 The North Collins Central School District, in their sole discretion, reserve the right to reject any Bid if the evidence submitted, or investigations of such Bidder, fail to satisfy the North Collins Central School District that the Product/Service proposed is satisfactory.

6.1.8 The North Collins Central School District in their sole discretion, reserve the right to qualify any Bid, before or after opening, upon evidence of collusion with (or without) intent to defraud or upon evidence of any other illegal practices upon the part of any Bidder or Bidders.

6.2 Time of Delivery of Bonds and Required Attachment

6.2.1 The Bidder shall deliver any bonds required to the North Collins Central School District not later than three (3) days after the date the Award of the Contract is received by the Contractor, or in any event not more than six (6) days from the date such Notice was mailed by the North Collins Central School District .

6.2.2 The Bidder shall require the Attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his or her Power of Attorney.

ARTICLE 7

The Contract

7.1 General Obligations Under Contract

7.1.1 Each Bid shall be submitted to the North Collins Central School District with the understanding that there shall be a Contract formed upon the issuance of a Notice of Award by the North Collins Central School District. The terms and conditions of a Contract between the North Collins Central School District and a successful Bidder shall be as provided in the Bidding Documents and the Notice of Award given. The Bidding Documents and such Notice of Award shall constitute the entire agreement between North Collins Central School District and a successful Bidder with respect to the purchase of any of the product, and they supersede all oral and written proposals, representations, understandings and agreements previously made of existing with respect of any such matter.

7.1.2 The Contract shall bind the successful Bidder on his part to provide the Services which are referenced in the Notice of Award given. The Contract shall bind the North Collins Central School District on its part to order and purchase from the successful Bidder such Services at the price specified in the Bid and described in the Bidding Documents.

7.1.3 If the successful Bidder fails to provide any of the Services purchased by North Collins Central School District in accordance with the terms and conditions of the Bidding Documents, the North Collins Central School District in their sole discretion may cancel the Contract and purchase so much of the service from another source. The North Collins Central School District reserves the right to authorize immediate purchase from other sources against rejections on any Contract when necessary. The successful Bidder shall reimburse the North Collins Central School District promptly for all damages and excess cost occasioned by such purchases. The successful bidder shall be responsible for all costs, including reasonable

attorneys' fees, incurred by North Collins Central School District in collecting its damages. If the cost to the District is less, the successful Bidder shall have no claim to the difference. The foregoing shall be in addition to any other remedies which the North Collins Central School District may have under applicable law.

7.1.4 The successful Bidder shall not assign, transfer, convey, sublet, or otherwise dispose of its Bid or the Contract of its right, title, or interest therein, or its power to execute such Contract, to any other person, company or corporation, without the previous written consent of the North Collins Central School District.

7.1.5 Time is an essential element of the Bidding Documents and the Contract. If the successful Bidder fails to meet the delivery deadline as set forth above or fails to supply in accordance with the specifications, terms and conditions of the Bidding Documents, for any reason excepting delay as caused by Acts of God, the North Collins Central School District shall have the right to purchase the services from other sources on the open market, or to purchase those items necessary to continue functioning until delivery from the Bidder is complete.

7.1.6 The North Collins Central School District may deduct as liquidated damages from any money due or coming due to the Bidder either the difference between the Bidder's price and the higher price or the cost of temporary items paid for by the North Collins Central School District on the open market or an amount equal to actual temporary item cost per day for each and every calendar day during which the Contract remains unfinished or uncompleted.

7.1.7 Any monies so deducted are not to be construed as a penalty, but as liquidated damages to compensate for the additional costs and inconvenience incurred by the North Collins Central School District. The rights and remedies provided for in these specifications shall be in addition to and not a limitation of any rights and remedies otherwise available at law. In any law suit involving the assessment or recovery of liquidated damages, the reasonableness of the charge therefore shall be presumed.

7.1.8 Additionally, if there is a failure to furnish service as a result of a prolonged school closure of more than two weeks, such that busing and transportation is not required, or not required at the same level and frequency as originally contemplated, the contract and all payments due will be suspended. In such an event a pro-rata payment will be made considering the number of buses and routes required compared to that originally contemplated, which may result in no payment being made if no service is required.

7.2 Cancellation

7.2.1 The Contract may be cancelled by the North Collins Central School District at the successful Bidder's expense for non-performance or any other good and reasonable cause. The successful Bidder shall remain liable for all remedies to which the North Collins Central School District is entitled under applicable law notwithstanding such cancellation.

7.2.2 Cancellation of the Contract for any reason may result in removal of the successful Bidder's name from the North Collins Central School District mailing list for future proposals for in indeterminate period.

ARTICLE 8

Indemnification and Liability

8.1.1 The successful Bidder agrees to indemnify and save the North Collins Central School District entirely harmless from any and all claims, demands, damages, actions, or cause of action, arising or to arise, against said North Collins Central School District by reason of the successful Bidder's delivery of product or the use of any process, machinery or material, where applicable, in the assembly of said Product.

8.1.2 The successful Bidder shall be required to indemnify and hold the North Collins Central School District, including its officers, employees, and agents, harmless from any liability with respect to claims for damages as a result of bodily injury, sickness, disease, death, or property damage arising or resulting from any act, with omission, neglect or misconduct of the Bidder or his agent(s) in connection with fulfilling his responsibilities according to the Contract.

8.1.3 The Contractor hereunder is an independent contractor with respect to the District. The District is not responsible for compliance with the requirements of the Fair Labor Standards Act ("FLSA") with respect to the Contractor's employees. If the District nevertheless is held liable in any manner for a claim brought under the FLSA by an employee of the Contractor, the Contractor will defend and hold the District entirely harmless and indemnify the District for any and all judgments, wages, and liquidated damages and/or costs, including attorney's fees, resulting directly or indirectly from such claim.

ARTICLE 9

Payment

9.1.1 Payment will be made only after correct presentation of claim forms or proper invoices as may be required, along with delivery of any applicable warranties and/or manuals, and delivery of lien releases where required.

9.1.2 Payments of any claim shall not preclude the North Collins Central School District from making claim for adjustment on any item found not to have been in accordance with the contract specifications.

ARTICLE 10

Insurance

10.1.1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the transportation contractor hereby agrees to effectuate the naming of the

District as an Additional Insured on the transportation contractor's insurance policies, except for workers' compensation and N.Y. State Disability insurance.

10.1.2. The policy naming the District as an Additional Insured shall:

- a. Be an insurance policy from an A.M. Best A- rated or better insurer, licensed to conduct business in New York State. A New York licensed and admitted insurer is strongly preferred.
- b. State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers with a waiver of subrogation in the favor of the District.
- c. Additional insured status shall be provided by standard or other endorsements that extend coverage to the District (CG 20 26) or equivalent. The decision to accept an endorsement rests solely with the District. A completed copy of the endorsements must be attached to the Certificate of Insurance.

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

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

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

10.1.5. Minimum Required Insurance:

- a. **Commercial General Liability Insurance**
\$1,000,000 per Occurrence/ \$2,000,000 Aggregate
\$2,000,000 Products and Completed Operations
\$1,000,000 Personal and Advertising Injury
\$1,000,000 Sexual Misconduct and Assault
\$100,000 Fire Damage
\$10,000 Medical Expense

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

- b. **Automobile Liability**

\$1,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

c. **Workers' Compensation and NYS Disability Insurance**

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

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