



**YONKERS
PUBLIC SCHOOLS**

**REGULAR SCHOOL YEAR TRANSPORTATION
CONTRACT No. 2023-00000048
for the
2022-2023 ACADEMIC YEAR**

BOARD OF EDUCATION

**Rev. Steve Lopez, President
Dr. Rosalba Corrado Del Vecchio, Vice President
Ms. Sheila Greenwald
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Mr. Kevin Cacace
Dr. John Castanaro
Ms. Rosemarie P. Linton
Mr. Lawrence R. Sykes
Ms. Gail Burns
Trustees**

**Dr. Edwin Quezada
Superintendent of Schools**

**Dr. Fenix N Arias
Manager of Administration**

**Mr. Robinson Dejesus
Director of Transportation**

**YONKERS PUBLIC SCHOOLS
One Larkin Center
Yonkers, New York 10701**

This is a contract between the Yonkers Public Schools, acting by and through its Board of Education, a school district established pursuant to New York Education Law, having an office and place of business at One Larkin Center, Yonkers, New York 10701 (the "School District") and the Contractor, as follows:

RFP No.	459
Date of Contract:	
Name of Contractor:	VP BUSES, LLC
Contractor's Address:	320 ALTA VISTA DRIVE, YONKERS, NY 10710
Contractor's Federal ID No.:	47-3719383
Contractor's Contact Person:	HARRY RODRIGUEZ
Contact Person's Telephone No.:	914-576-2475
Contact Person's Fax No.:	

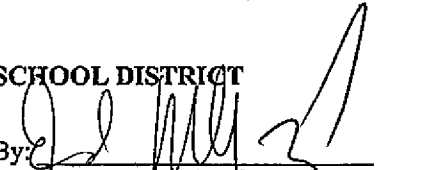
Contact Person's Email Address:	
Contract Term:	SEPTEMBER 1, 2022 – JUNE 30, 2023
Cost not to Exceed:	\$3,754,800.00


The terms of the contract are set forth in the following documents, all of which together constitute the agreement between the Yonkers Public Schools and the Contractor:

- Standard Contract Terms
- Specific Terms – Transportation Contract
- Section II – Scope of Services
- Section III – Cost Proposal
- Schedule A – Standard Insurance Provisions
- Schedule B – MWBE Questionnaire
- Schedule C – MacBride Principles Certification
- Schedule D – Iran Divestment Act Certification
- Schedule E – Vendor Background Questionnaire
- Schedule F – Proposer Certification
- Schedule G – Proposal Bond
- Schedule I – Parents' Bill of Rights
- Schedule J – Title VI Compliance Certification
- Schedule K – Performance Bond


IN WITNESS WHEREOF, the School District and the Contractor have caused this contract to be executed.

SCHOOL DISTRICT


By: 
 Name: Dr. Edwin M. Quezada
 Title: Superintendent
 Date: 11-3-22

By: 
 Name: Rev. Steve Lopez
 Title: President
 Date: 11/7/22

VP BUSES, LLC.

By: 
 Name: Harry Rodriguez
 Title: Managing Member
 Date: 08-29-22

Sworn to before me this 29th day of
 AUGUST, 2022


 VIRGINIA KARIN LAMILLA
 Notary Public State of New York
 Westchester County
 Lic. #01LA6245816
 Commission Expires August 8, 2023

CORPORATE ACKNOWLEDGMENT

STATE OF NEW YORK)
) ss.:
 COUNTY OF WESTCHESTER)

I, FRANCISCO D. ROSELLO (officer other than officer signing contract), certify that I am the MANAGING MEMBER (title) of VP BUSES LLC. (name of corporation), a corporation duly organized and in good standing under the _____ (law under which organized, e.g., the New York Business Corporation Law) named in the foregoing agreement; that HORACIO RODRIGUEZ (person executing agreement), who signed said agreement on behalf of VP BUSES LLC. (name of corporation) was, at the time of execution the MANAGING MEMBER (title of such person) of the corporation and that said agreement was duly signed for and on behalf of said Corporation by authority of its Board of Directors, thereunto duly authorized and that such authority is in full force and effect at the date hereof.

[Signature]
 (Signature)

STATE OF NEW YORK)
) ss.:
 COUNTY OF WESTCHESTER)

On the 29th day of AUGUST in the year 2022 before me, the undersigned, a Notary Public in and for said State, FRANCISCO D. ROSELLO personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the officer described in and who executed the above certificate, who being by me duly sworn did depose and say that he/she resides at 320 ALTA VISTA DR. YONKERS, and he/she is an officer of said corporation; that he/she is duly authorized to execute said certificate on behalf of said corporation, and that he/she signed his/her name thereto pursuant to such authority.

Date: 8-29-2022
[Signature]
 Notary Public
 VIRGINIA KARIN LAMILLA
 Notary Public State of New York
 Westchester County
 Lic. #01LA6245816
 Commission Expires August 8, 2023

APPROVED AS TO FORM Yonkers Senior Associate Corporation Counsel <u>Brad Gorson</u>	DATE OF BOE APPROVAL: July 20, 2022 (Resolution 21.2) DATE OF BOCS APPROVAL: August 4, 2022
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STANDARD CONTRACT TERMS

1. Services. Contractor will provide goods or services, or both, as provided in "Section II and III." All Services shall be provided under the direction of the School District Superintendent and/or his/her designee(s), and all Services shall be carried out by Contractor in accordance with current industry standard and/or trade practices.
2. Term. Subject to any contingencies or renewal rights set forth elsewhere in the contract documents, the term of this contract will be as set forth on the cover sheet.
3. Contingencies. This contract is subject to and contingent upon:
 - 3.1. If required by, and in accordance with, the Education Law of the State of New York, the approval of the Commissioner of Education.
 - 3.2. The appropriation of moneys for its payment. This contract is executory to the extent of the moneys available to the City and/or the School District. No liability will be incurred by the City and/or School District under this contract beyond the moneys available for its purpose.
 - 3.3. The School District's actual utilization of Contractor's services as determined solely by the School District.
4. Payment. Contractor will be paid an amount not to exceed the amount set forth on the cover sheet, in accordance with the Contractor's Cost Bid, attached as Section III.
 - 4.1. It is acknowledged and agreed that no charge will be allowed for federal, state, municipal, sales and excise taxes and compensating use taxes under existing law. The compensation shall be net and not include the amount of any such tax. An exemption certificate is available upon request.
 - 4.2. To receive payments for Services, Contractor shall submit monthly, itemized invoices in a form acceptable to the School District to the attention of the School District's Director of Transportation and the Accounts Payable Department (AccountsPayable@yonkersny.gov), which will be paid monthly within Net 30 days of receipt of a proper invoice, subject to compliance with the terms hereof. If you wish to receive payment electronically, which may result in faster payment, you can enroll in the City's Single Use Account ("SUA") payment program by completing Schedule "H". SUA payments come with no additional costs from the City or the City's banking vendor, however, the Consultant's credit card processing fees will apply.
 - 4.3. This contract is also subject to further financial analysis of the impact of any New York State Budget (the "State Budget") proposed and adopted during the term of this Agreement. The School District shall retain the right, upon the occurrence of the release of any proposed School District, City and/or State budget and/or the adoption thereof or any amendments thereto, and for a reasonable period of time after such release(s) or adoption(s), to conduct an analysis of the impacts of any such budget on School District finances. After such analysis, the School District shall retain the right to either terminate this Agreement or to renegotiate the amounts and rates approved herein. If the School District subsequently offers to pay a reduced amount to this Contractor, then this Contractor shall have the right to terminate this Agreement upon reasonable prior written notice.
 - 4.4. The Contractor shall, at no additional charge, furnish all labor, services, materials, tools, equipment and other appliances necessary to provide the Work, unless specific additional charges are expressly permitted under this Agreement. It is recognized and understood that even if specific additional charges are expressly permitted under this Agreement; in no event shall total payment to this Contractor exceed the not-to-exceed amount set forth above.
5. Employee Safety. The Contractor shall provide at his own cost and expense such safety devices for the protection of its employees, and those of the Subcontractor(s), the School District, the public, and any other persons as may be necessary and as may be required by the Director. The Contractor shall perform all work in a safe manner and in compliance with OSHA, EPA, DEP, and all other applicable Federal,

State, and local laws, rules, and regulations.

6. Audit Rights. Prior to the making of any payments hereunder, the School District may, at its option, audit such books and records of the Contractor as are reasonably pertinent to this Agreement to substantiate the basis for payment. The School District will not withhold payment pursuant to this paragraph for more than 30 days after payment would otherwise be due pursuant to the provisions of this Agreement, unless the School District shall find cause to withhold payment in the course of such audit or if the Contractor fails to cooperate with such audit. The School District shall, in addition, have the right to audit such books and records subsequent to payment, if such audit is commenced within one year following termination of this Agreement. It is recognized and understood by the Contractor that as part of the School District's right to audit the Contractor to substantiate the basis for payment, the School District has the right to audit the performance of the terms of this Agreement by the Contractor, including without limitation, to make site visits in order to review Contractor's records, observe the performance of services and/or to conduct interviews of staff and patrons, where appropriate and not otherwise prohibited by law.
7. Insurance and Indemnification. The Contractor agrees to procure and maintain insurance naming the School District and the City of Yonkers as additional insured (including without limitation, a waiver of subrogation), as more fully provided and described in Schedule "A," entitled "Standard Insurance Provisions," which is attached hereto and made a part hereof.
 - 7.1. In addition to, and not in limitation of the insurance provisions contained in Schedule "A," Contractor agrees: (a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the School District, Contractor shall defend, indemnify, and hold harmless the School District, the Yonkers Board of Education, and the City of Yonkers and their respective officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss to the extent arising directly or indirectly out of the willful misconduct or negligent performance or failure to perform hereunder by the Contractor, its respective officers, employees and agents as well as third parties under the direction or control of the Contractor; and (b) Contractor further agrees to defend, indemnify, and hold harmless the School District, the Yonkers Board of Education, and the City of Yonkers and their respective officers, employees, agents, and elected officials from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising out of any claim that a deliverable infringes upon an intellectual property right of a third party. If such a claim is made, or appears likely to be made, Contractor agrees to enable the School District's continued use of the deliverable, or to modify or replace it; and to the same extent Contractor is required to provide indemnification as in sub-paragraph (a) above, to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all other costs and expenses related thereto.
 - 7.2. The Contractor further agrees, with respect to the Certificate of Insurance for the above coverage, said certificate must include the School District's purchase order number and bear a notation evidencing a minimum of 30-day cancellation notice to the School District (or such notice as determined by NY Insurance Law §3426).
 - 7.3. The Contractor further agrees to give immediate written notice to the School District, the Yonkers Board of Education, and the City of Yonkers as to any notice it may receive with respect to any cause of action or claim that has been or may be initiated against the School District and/or the Yonkers Board of Education and/or City of Yonkers in connection herewith.
8. Force Majeure. Neither Party will be held liable to the other Party nor be deemed to have defaulted or breached this Agreement for failure or delay in performing any obligation under this Agreement to the extent that such failure or delay is caused by or results from causes beyond the reasonable control of the affected Party, potentially including embargoes, war, acts of war (whether war be declared or not), insurrections, riots, civil commotions, pandemics, fire, earthquakes, floods, or other acts of God. The affected Party will notify the other Party of such force majeure circumstances as soon as reasonably practical, and will promptly

undertake all reasonable efforts necessary to cure such force majeure circumstances and resume performance of its obligations hereunder.

9. Cooperation in the Event of Litigation. In the event that any claim, demand, suit or other legal proceeding arising out of any matter relating to this Agreement is made or instituted by any person against the School District, the Contractor, shall, at its own cost and expense, provide the School District with all reasonable information and assistance in the defense or other disposition thereof.
10. Termination. The School District, upon at least three (3) days' written notice to the Contractor, may terminate this Agreement in whole or in part when the School District deems it to be in its best interest.
 - 10.1. If the School District terminates this contract, Contractor shall be compensated and the School District shall be liable only for payment for services already rendered under this Agreement prior to the effective date of termination at the rates as specified in the Agreement. Upon receipt of notice that the School District is terminating this Agreement in its best interests, Contractor shall stop work immediately and incur no further costs in furtherance hereof without the express approval of the Corporation Counsel, and Contractor shall direct subcontractors, if any, to do the same.
 - 10.2. In the event of a dispute as to the value of the services rendered by the Contractor prior to the date of termination, it is understood and agreed that the Corporation Counsel shall determine the value of such services rendered by the Contractor. The Contractor shall accept such reasonable and good faith determination as final.
 - 10.3. In the event the School District determines that there has been a material breach by the Contractor of any of the terms of the Agreement and such breach remains uncured for five days after service on the Contractor of written notice thereof, the School District, in addition to any other right or remedy it might have, may terminate this Agreement and the School District shall have the right, power and authority to complete the services provided for in this Agreement, or contract for its completion, and any additional expense or cost of such completion shall be charged to and paid by Contractor. The School District, in its sole discretion, may agree to stay any such enforcement beyond such five day period, provided however that the School District determines that the Contractor is diligently and continuously acting to cure said noncompliance. Without limiting the foregoing, upon written notice to Contractor, repeated breaches by Contractor of duties or obligations under this Agreement shall be deemed a material breach of this Agreement justifying termination for cause hereunder without requirement for further opportunity to cure.
11. Remedies. It is acknowledged and agreed that the School District reserves the right to seek all available remedies, whether provided by law, equity, statute or otherwise, including, but not limited to, damages, reasonable attorneys' fees, disbursements and court costs in such amounts as shall be allowed by the court. All rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies that maybe available.
12. Notices. All notices of any nature referred to in this Agreement shall be in writing and either sent by registered or certified mail postage pre-paid, or delivered by hand or overnight courier, or sent by facsimile (with acknowledgment received and a copy of the notice sent by registered or certified mail postage pre-paid), to the addresses first set forth in the Agreement or to such other addresses as the respective parties hereto may designate in writing.
 - 12.1. A copy of any such notice upon the School District shall likewise be sent to the City of Yonkers' Corporation Counsel, One Larkin Center, 4th Floor, Yonkers, New York 10701.
 - 12.2. Notice shall be effective on the date of receipt.
13. Executive Order No. 6-2013. Executive Order 6-2013 establishes the policy of the City of Yonkers that no contract award or other benefits shall be extended to any person or business entity which is deemed to be a delinquent contractor. A delinquent contractor is a person or business entity which has an outstanding obligation to the City of Yonkers, including, but not limited to, arrears in taxes, special assessments,

payments in lieu of taxes an unpaid fines or judgments issued by courts of competent jurisdiction. Executive Order 6-2013 requires that the Contractor certify that neither it, nor any of its principals, are "delinquent persons" as defined in Executive Order. That certification is accurately set for the in the Vendor Background Questionnaire, submitted as Schedule "E".

14. MWBE. Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City and School District to use their best efforts to encourage, promote and increase the participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City and School District. Attached hereto and forming a part hereof as Schedule "B" is a Questionnaire entitled Business Enterprises Owned and Controlled by Persons of Color or Women. The Contractor agrees, as part of this Agreement, to complete the questionnaire attached hereto as Schedule "B".
15. MacBride Principles. Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no City or School District procuring officer may award or recommend for award any contract not subject to competitive bidding to a party that does not execute a certification in substantially the form attached hereto and forming a part hereof as Schedule "C" Certification Regarding Business Dealings with Northern Ireland. Therefore, the Contractor agrees, as part of this Agreement, to complete the form attached hereto as Schedule "C".
16. Title VI Compliance. The Contractor acknowledges by executing the certification attached as Schedule "J" that it is subject to and will comply with all applicable provisions of Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d et seq., 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin; 49 C.P.R. Part 21 (entitled Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT") – Effectuation of Title VI of the Civil Rights Act); 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act); and the Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973) (collectively in this section the "Acts" and "Regulation," respectively).
 - 16.1. In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the bidder hereby gives assurance that it will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which Federal financial assistance is received.
 - 16.1.1. During the performance of any contract, the contractor, for itself, its assignees, and successors in interest and consultants (hereinafter referred to as the "contractor") agrees as follows:
 - 16.1.1.1. Compliance with Regulations. The contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. DOT, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 - 16.1.1.2. Non-discrimination: The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
 - 16.1.1.3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including

procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

16.1.1.4. Information and Reports: The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other appropriate governmental entity, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the City or other appropriate governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

16.1.1.5. Sanctions for Noncompliance: In the event of a contractor's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or other appropriate governmental entity may determine to be proper, including, but not limited to: (a) withholding payments to the contractor under the contract until the contractor complies; and/or (b) cancelling, terminating, or suspending a contract, in whole or in part.

16.1.1.6. Incorporation of Provisions: The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the City or other appropriate governmental entity may direct as a means of enforcing such provisions including sanctions for noncompliance. It is the intent and understanding of the parties that each and every provision required to be law or as a result of grant funding shall be and is inserted herein. Furthermore, it is hereby stipulated that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then every such provision is hereby deemed correctly incorporated herein by reference. If the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

17. Vendor Background Questionnaire. The Contractor represents that, it has completed and submitted with the Agreement, the Vendor Background Questionnaire attached hereto as Schedule "E". In the event that any information provided in the completed questionnaire changes during the term of this Agreement, Contractor agrees to notify the School District in writing within five (5) business days of such event. The Contractor shall also have each approved subcontractor complete this questionnaire and shall advise the subcontractor of the duty to report any changes to the information contained therein to the Contractor within five (5) business days of such event and such information shall be forwarded by the Contractor to the School District.
18. Iran Divestment Act. As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). As part of this Agreement, the Contractor shall complete the form attached hereto as Schedule "D" and by so doing certifies compliance with the Iran Divestment Act as required by the General Municipal Law § 103-g. The Contractor represents that it has accurately completed and submitted with the Agreement, the Iran

Divestment Act Certification which is attached as Schedule "D".

19. Conflict of Interest. The Contractor shall use all reasonable means to avoid any conflict of interest with the School District and/or the City of Yonkers and shall immediately notify the School District and the City in the event of a conflict of interest. The Contractor shall also use all reasonable means to avoid any appearance of impropriety.
20. Non-collusion. The Contractor represents and warrants by executing Schedule "L that all prices quoted herein for the work to be performed hereunder have been arrived at by the Contractor independently and have been submitted without collusion with any other vendor of similar materials, supplies, equipment or services.
21. Law. This Agreement shall be construed and enforced in accordance with the laws of the State of New York. In addition, the parties hereby agree that any cause of action arising out of this Agreement shall be brought in the County of Westchester, State of New York. The parties hereby acknowledge and agree that the parties are sophisticated and have been represented by their separate attorneys throughout the transactions contemplated by this Agreement in connection with the negotiation and drafting of this Agreement and any agreements and instruments executed in connection herewith. As a consequence, the parties do not intend that the presumptions of laws or rules relating to the interpretation of contracts against the drafter of any particular clause should be applied to this Agreement or any document or instrument or instrument executed in connection herewith and therefore waive such effects.
22. Compliance with Laws. Any term or condition required by law to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference.
23. Severability. If any term or provision of this Agreement is held by a court of competent jurisdiction to be invalid or void or unenforceable, the remainder of the terms and provisions of this Contract shall in no way be affected, impaired, or invalidated, and to the extent permitted by applicable law, any such term, or provision shall be restricted in applicability or reformed to the minimum extent required for such to be enforceable. This provision shall be interpreted and enforced to give effect to the original written intent of the parties prior to the determination of such invalidity or unenforceability.
24. Survival. Except as expressly stated herein, all representations, warranties or obligations of Contractor, and its successors and assigns, shall survive the invalidation, termination or cancellation of this Agreement including but not limited to those specifically set forth under Section 19, 20, 21 and 23.
25. Independent Contractor Status. The Contractor and the School District and City agree that the Contractor and its officers, employees, agents, contractors, subcontractors and/or sub-consultants are independent contractors and not employees of the School District and/or City or any department, agency or unit thereof. In accordance with their status as independent contractors, the Contractor covenants and agrees that neither the Contractor nor any of its officers, employees, agents, contractors, subcontractors and/or sub-consultants will hold themselves out as, or claim to be, officers or employees of the School District and/or the City or any department, agency or unit thereof.
26. Third Party Beneficiaries. Nothing herein is intended or shall be construed to confer upon or give to any third party or its successors and assigns any rights, remedies or basis for reliance upon, under or by reason of this Agreement, except in the event that specific third party rights are expressly granted herein. Notwithstanding the foregoing, it is acknowledged and agreed that in accordance with the IMA, the City may enforce the terms of this Agreement and is hereby deemed an express third party beneficiary hereunder.
27. Intellectual Property. All records or recorded data of any kind compiled by the Contractor completing the work described in this Agreement, including but not limited to written reports, studies, drawings, blueprints, computer printouts, graphs, charts, plans, specifications and all other similar recorded data, shall become and remain the property of the School District. The Contractor may retain copies of such records for its own use and shall not disclose any such information without the express written consent of the School District. The School District shall have the right to reproduce and publish such records, if

it so desires, at no additional cost to the School District.

28. Entire Agreement/Order of Precedence. The Agreement and its attachments as well as the terms of the Bid and Contractor's Bid constitute the entire contract between the parties with respect to the subject matter hereof and shall supersede all previous negotiations, commitments and writings. It shall not be released, discharged, changed or modified except by an instrument in writing signed by a duly authorized representative of each of the parties.
 - 28.1. In the event of any conflict between the terms of this Agreement and the terms of any schedule or attachment hereto or the terms of the Bid, it is understood that the terms of this Agreement shall be controlling with respect to any interpretation of the meaning and intent of the parties.
29. Assignment. The Contractor shall not delegate any duties or assign any of its rights under this Agreement without the prior express written consent of the School District, subject to any necessary legal approvals. Any purported delegation of duties, assignment of rights or subcontracting of work under this Agreement without the prior express written consent of the School District is void ab initio. Contractor shall cause its subcontractor(s), if any, to comply with the terms hereof. See also General Municipal Law §109.
30. Data Sharing Agreement. In accordance with the Family Educational Rights and Privacy Act ("FERPA") (20 U.S.C. § 1232g; 34 CFR Part 99), and all other applicable Federal, state, and local laws, the Consultant hereby agrees to complete and abide with the terms of the Data Sharing Agreement annexed hereto as Schedule "L," which is fully incorporated herein by reference.
31. Exclusivity. The Contractor recognizes that this Agreement does not grant the Contractor the exclusive right to perform the Work for the School District and that the School District may enter into similar agreements with other contractors on an "as needed" basis.
32. Waiver. Failure of the School District to insist, in any one or more instances, upon strict performance of any term or condition herein contained shall not be deemed a waiver or relinquishment of such term or condition, but the same shall remain in full force and effect. Acceptance by the School District of any work or the payment of any fee or reimbursement due hereunder with knowledge of a breach of any term or condition hereof, shall not be deemed a waiver of any such breach and no waiver by the School District of any provision hereof shall be implied.
33. Enforceability. This Agreement shall not be enforceable until signed by both parties and approved by the Office of the Corporation Counsel. This Contract may be executed simultaneously in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

SPECIFIC TERMS – TRANSPORTATION CONTRACT

1. Work. Contractor will provide transportation services to students (the "Work") as more fully described in "Request for Proposals (RFP) No.459," which is attached to and made a part of this contract as Section II. If there is a conflict between the RFP and the "Standard Contract Terms" or the "Specific Terms – Transportation Contract," the contract provision will control. All services rendered and work performed by the Contractor will be under the direction and subject to the approval of the Director of the Department of Transportation (the "Department"), or his/her designee (the "Director").

2. Term. The term of this Agreement shall be as set forth on the cover sheet. The School District may renew this Agreement annually thereafter at its option, upon receipt of all necessary approvals from the New York State Education Department ("NYSED"), unless and until NYSED requires the School District to issue new request for bid.

3. Commissioner's Approval. Pursuant to Education Law §§ 305(14) and 3625, this contract is contingent upon the approval of the New York State Commissioner of Education ("Commissioner"). If approval is not granted by the Commissioner, this Agreement shall be void immediately upon notice that approval will not be granted.

4. No Minimum. No guarantee, promise, or representation of any minimum amount of work has been given nor is to be inferred from this contract. Contractor waives any claims to lost or anticipated profits based on the School District's failure to utilize Contractor's services to the full amount authorized to be expended under this contract.

5. Performance.

5.1. In the event that the Contractor shall fail or refuse to perform the Work required under this Agreement, the School District may arrange for such service and charge the cost of providing same to the Contractor.

5.2. In each case where the Contractor shall fail to provide the required number of vehicles required by the Agreement, the School District shall deduct from its monthly payment \$50 per student assigned to said bus or the pro-rata cost of the vehicle for that day which ever amount is greater. Such penalty shall be without prejudice to any other remedy the School District may have including termination of the Agreement where appropriate.

5.3. If at any time Contractor uses a driver who has not been approved by the Superintendent of Schools and/or does not meet the requirements of the Commissioner of Education, Article 19A of the Motor Vehicle and Traffic Law and the City of Yonkers requirements, Contractor is liable for deductions of \$150 per day from the monthly billing for each driver so employed. Such penalty shall be without prejudice to any other remedy the School District may have including termination of the Agreement where appropriate. Such driver must be removed immediately.

5.4. Vehicles shall adhere to schedules provided by the School District and shall not arrive at or leave from scheduled stops later or earlier than scheduled except in unusual circumstances. In the event that a schedule needs to be adjusted, Contractor must notify the Transportation Department immediately.

5.5. Failure to pick up and deliver students in a timely manner shall be an instance of nonperformance.

6. Drivers.

6.1. The School District reserves the right to require that any driver employed by the Contractor report for a physical examination including drug screening by the School District's Health Services Department.

6.2. Contractor shall prohibit employees from consuming any drug, controlled substance or intoxicating liquor, or being under the influence of any intoxicating liquor or drug while on duty or within six hours before going on duty or operating any vehicle pursuant to this contract. Contractor will comply with the State Occupational Safety and Health Act (SOSHA) and the Toxic Substances Act ("Right to Know Act").

6.3. Article 19A of the Vehicle and Traffic Law and all other rules and regulations of the Department of Transportation pertaining to school bus drivers must be complied with. All State Education Department Regulations for School Bus Drivers and City of Yonkers requirements must be complied with. The Contractor shall supply, on demand, all Article 19A records for both primary and back-up drivers for review

by a NYS 19A certified examiner. Records must be available for review with the results of the last two (2) years of Article 19A audits. All regular substitute or replacement drivers are required to complete the 30-hour driver safety-training course. Drivers may also be required to attend training schools and meetings, as required by school safety course, at no additional cost to the School District. The Contractor and all Contractors' employees must meet all the requirements of: The NYS Department of Motor Vehicles, The NYS Department of Education, The NYS Public Service Commission and The NYS Department of Motor Vehicles Article 19A division, as well as being in compliance with any other applicable laws.

- 6.4. Each driver shall receive at least two hours of instruction on school bus safety practices prior to transportation of any pupils. All drivers shall receive refresher instruction in school bus safety at least two (2) times a year; one session to be conducted no later than October 1 and the second session to be conducted no later than March 1. Drivers of handicapped pupils will be required to attend an additional one-hour session in the safe transportation of handicapped pupils.
- 6.5. School bus drivers will be no less than 21 years of age.
- 6.6. Contractor must provide the School District, for its approval, a list of names, addresses and further documentation on all drivers, including abstract of drivers' licenses as well as The route number(s) and bus number(s) assigned to each. As changes occur, the Contractor will provide the School District with an updated list of drivers and substitute drivers and the route numbers and bus numbers assigned to each.
- 6.7. The School District reserves the right to remove any driver when in the judgment of the School District such driver represents a threat to the safety, morals, or other well-being of students. The Contractor shall take immediate steps to replace any driver removed pursuant to this paragraph.
- 6.8. Each driver of a vehicle conveying school children shall have the appropriate license to operate such vehicle and any special license as required by the City of Yonkers, including a Hack License. A Class B license is preferred.
 - 6.8.1. Section 112 of the City's code requires school bus drivers to be licensed to operate a bus within the City of Yonkers. The Code provides that Application for a school bus and/or omnibus driver's license must be filed with the Police Commissioner. This section does not specifically refer to it as a "hack" license, but § 112-16 states "Inspection procedures: All school buses, as defined in this chapter, shall be inspected by the Hack Inspection Unit of the Yonkers Police Department". The licensing provision has a number of requirements, including finger printing, renewal every year, etc. The City will award the bids conditionally, i.e., the low responsible bidders will not be required to obtain proper licensing and permits until they are awarded the contract, however, all conditional awardees are required to comply with the City Code and contact the Yonkers Police Department within five days after receiving notice of a conditional contract award to obtain the required licenses. Failure to comply within five days after notice of conditional contact award will result in the City rescinding the conditional contract award.
- 6.9. All drivers must be able to speak and understand English at a level acceptable to the School District.
- 6.10. All drivers shall be properly dressed and maintain good hygiene. The School District reserves the right to determine if such standards are met.
- 6.11. All other applicable requirements set forth in the RFP.

7. Vehicles and Equipment.

- 7.1. Vehicles used in performance of this Agreement shall be less than ten (10) years old and shall be fully equipped in accordance with all Federal Motor Vehicles Safety Standards, and the Regulations and Specifications of the New York State Department of Transportation and the Yonkers Police Department, and shall have proper inspection stickers affixed.
- 7.2. Vehicles shall, within the limits of practicality, be regularly assigned to specific routes. These vehicles shall prominently display signs provided by the School District with the route number on both sides of each vehicle so that the vehicles may be identified by the pupils. Failure to display signs will subject the

Contractor to a penalty of \$50 per day per sign. Such penalty shall be without prejudice to any other remedy the School District may have including termination of the Agreement where appropriate.

- 7.3. All vehicles must be equipped with seat belts in proper working condition. Failure to equip vehicles with seat belts will subject the Contractor to a penalty of \$50 per day per seat belt. Such penalty shall be without prejudice to any other remedy the School District may have including termination of the Agreement where appropriate.
- 7.4. All vehicles must be in proper mechanical condition at all times, and must be kept clean. All vehicles shall be made available for the School District's inspection prior to the opening of school and at any time during the school year. Random checks may be performed at the discretion of the School District. The School District shall have the right to remove any bus from service if the condition of the bus is unsatisfactory. Failure to maintain a vehicle in proper mechanical condition or to maintain basic cleanliness will subject the Contractor to a penalty of \$50 per day per vehicle. Such penalty shall be without prejudice to any other remedy the School District may have including termination of the Agreement where appropriate.
- 7.5. The School District shall have the right to inspect Contractor's vehicles at any time.
- 7.6. All vehicles used by Contractor in performance of this Agreement must be equipped with cellular phones or 2-way radios with sufficient power to reach all vehicles in operation from the most distant point of the route to the dispatching station. Communication devices must be fully operational at all times. No vehicles shall be operated without an operating communication device. A \$50 per day, per bus penalty shall be assessed for any vehicle which does not comply with this requirement.
- 7.7. All buses used in the transporting of students must be equipped with approved all-weather radial tires. Chains shall be used upon notice by the School District, which at its discretion, may require chains at any time of the day or night.
- 7.8. All vehicles must be equipped with retractable stop arms on the left hand side of the vehicle.
- 7.9. All vehicles, other than mini-vans, must be equipped with a Child Check Automatic Alarm located in the rear of the interior of each vehicle. The alarm will sound only when the ignition is switched off by the driver and can only be deactivated by the driver who must walk to the back of the bus to do so. The Child Check will act as a prompt and a reminder to the driver to check their vehicle for sleeping children before leaving their vehicle.
- 7.10. All vehicles providing transportation to and from schools with 12 month programs shall be air conditioned.
- 7.11. All vehicles must have fully operational video cameras and monitoring equipment. Videos shall be available immediately upon request. Video cameras and associated equipment must be "cloud-based" and should not be reliant on physical cartridges.
- 7.12. All vehicles must have fully operational GPS devices and the School District must have real time access to the GPS information provided by such devices.
- 7.13. All vehicles must be equipped with at least one-all-purpose fire extinguisher, dry chemical or CO2 type, equipped with a calibrated or marked gauge indicating the unit's readiness which can be read easily without the need to move a unit from its mounted position. The fire extinguisher must be mounted in an automotive bracket located in the driver's compartment in full view and easily accessible. Fire extinguishers must be inspected and certified at least annually.
- 7.14. Each vehicle must be equipped with a first aid kit marked by a reputable purveyor of emergency supplies as determined by the Director in an easily removable, moisture-proof and dust-proof medical container to be located in the driver's compartment. The contractor must replenish first aid kit supplies as needed to conform with the purveyor's original product description and at the contractor's expense. Each first aid kit must contain at least the following components:

Bandages (1" by 10 yards);
Sterile gauze pads (3" by 3")
Adhesive tape roll (1" by 25 yards)
Adhesive bandages (3/4" by 3")
0.9 gram individual packets of antiseptic ointment
Bandage compresses (2")
Bandage compresses (3")
Sterile gauze roller bandages (2" by 6 feet)
Pair of medical examination gloves
Hand sanitizer
Instant cold packs
Rounded end scissors
Non-sterile triangular bandages with 2 safety pins (minimum 39" by 35" by 54")
Sterile gauze pads (36" by 36")
Single units of sterile eye pads (one per unit); and
Mouth-to-mouth airway.

7.15. All vehicles and equipment must comply with the terms of the Bid.

8. Routes.

- 8.1. All routes shall be determined by the School District's Transportation Department. The School District reserves the right to modify, change, add or adjust time schedules or routes at any time. Routes shall not be changed by Contractor without prior approval from the School District. Failure to acquire prior approval may result in a penalty of \$100 per route per day. Repeated offenses may result in termination of this Agreement. Contractor shall work together with the School District throughout the calendar year in preparing the routes, stops, time schedules, location of loading areas, etc. Pick up and drop off times must be adhered to.
- 8.2. Transportation routes and times may be adjusted during exam periods, or for any emergency purpose as determined by the Superintendent of Schools. In such cases, advance notice reasonable under the circumstances will be given to the Contractor. The Contractor agrees to provide the required transportation.
- 8.3. In the event that a route must be changed because of movement by an entire class or program by the School District, then Contractor agrees to change the transportation routes affected accordingly.
- 8.4. Students going to different schools may be co-mingled provided such co-mingling is approved ahead of time by the School District, and provided no unreasonable delay is caused by combining the trips. Whether or not such delay is unreasonable shall be determined solely by the School District. The Contractor is responsible for transportation in all circumstances, which may include the closure or alternate start and dismissal of one but not all schools affected by the route, as may happen from time to time.

9. City Stop-Arm Camera Legislation

A. Contractor acknowledges that the City of Yonkers and the School District enacted Local Law No. 5-2020 on October 30, 2020 that establishes a demonstration program imposing monetary liability on the owner of a vehicle for failure of an operator thereof to comply with New York Vehicle and Traffic Law § 1174 pursuant to § 1174-a of the New York Vehicle and Traffic Law ("Program"). As such, Contractor agrees that it shall fully comply with and fully assist the City of Yonkers and School District in implementing the Program pursuant to New York Vehicle and Traffic Law § 1174-a as further defined in subparagraphs (b) and (c) and that Contractor will cooperate with the City's vendor of choice in implementing the Program.

B. Contractor, at its own expense, acknowledges and agrees that it shall fully cooperate and allow the School District and/or the City of Yonkers/School District's vendor of choice to install, maintain, and/or remove "stop-

arm camera" monitoring devices and/or cameras and any other associated equipment on and in all of Contractor's school buses for the purpose of recording images of vehicles overtaking and/or passing stopped school buses in violation of the New York Vehicle and Traffic Law § 1118 and § 1174.

C. Contractor further agrees to allow the City of Yonkers/School District and/or the City of Yonkers/School District's vendor of choice to install, operate, remove, and/or otherwise maintain, service, or inspect certain equipment, processes, and related services to enable the School District/City to monitor activities on the interior and exterior of Contractor's school buses to improve student safety and to identify and enforce school bus stop arm violations.

10. **Non-Performance Deductions.** Contractor agrees that damages that the School District and/or the City of Yonkers shall suffer by reason of contractual violation(s) and/or default(s) on the part of the Contractor are difficult to ascertain. Therefore, the following liquidated damage sums are hereby stipulated, agreed upon, fixed and determined by the Parties as reasonable measures of the anticipated probable harm that the School District and/or the City of Yonkers shall suffer by reason of such violation(s) and/or default(s) of Contract by the Contractor and not by way of penalty. Such liquidated damages may be imposed upon the finding of the School District Superintendent and/or his/her designee(s) in accordance with the provisions herein that the Contractor and/or any of its agents, officers, directors, employees, subcontractors, affiliates, trustees, successors, assigns and/or other representatives shall have violated a provision(s) of the Contract. In the event that liquidated damages are imposed, the Contractor must pay to the City of Yonkers and School District the sum(s) listed below for the item in which the violation occurred, which said sums, are hereby agreed upon, fixed and determined by the parties hereto as the liquidated damages the School District and/or the City of Yonkers will suffer by reason of such violations. The setting of liquidated damages shall in no way limit the indemnity obligations of the Contractor otherwise set forth in this Agreement. The School District and/or the City of Yonkers may deduct and retain the amount of such liquidated damages out of monies which may become due to the Contractor as follows:
- a) Nothing herein shall limit the right of the School District and/or the City of Yonkers to declare the Contractor in Material Breach and/or Default of the Contract in advance of, in lieu of, or in addition to the assessment of liquidated damages;
 - b) The School District Superintendent and/or his/her designee(s) shall afford the Contractor written notice of each instance of an assessment of liquidated damages including identification by date and description of the violation (including the facts on which the complaint or finding was founded, such as, but not limited to, a school-based complaint or an inspector's inspection of a vehicle) before such liquidated damages shall be deducted from a succeeding payment. The School District Superintendent and/or his/her designee(s) shall afford the Contractor an opportunity to respond to or before the School District Superintendent's designee(s). The Contractor shall have the option to oppose a Notice of Violation either in writing or in person. If the Contractor shall elect to submit a written opposition, the Contractor shall have the same rights as if it shall have appeared in person; however, the Contractor's appeal shall be limited to the evidence presented in its written opposition;
 - c) Deductions in the amounts below may be assessed for each and every instance (and, if applicable, each day) of any violation listed below provided violations related to physical defects in the bus shall not be assessed unless written notice thereof is provided to the Contractor within sixty (60) days after the date of such violation. Violations shall not be issued to vehicles for abuse and/or vandalism by passengers that occur during vehicle run(s), unless the Contractor shall have had a reasonable opportunity to correct such conditions.
1. If at any time the Contractor does not provide the required number and/or type of buses, drivers or attendants/monitors necessary for any base bid programs under the Contract, the School District shall deduct from its monthly payment the cost of the vehicle for that day, plus \$150.00 per vehicle.

2. If the Contractor does not supply the necessary spare vehicles to operate the Transportation Program within the 20-minute reporting requirement, the School District shall deduct from the monthly payment the pro-rata cost of the vehicle(s) for that day, plus \$150.00.
3. The Contract envisions a quality, responsive transportation program that minimizes the District's involvement in the day-to-day operation of the program. Should operating problems reoccur within thirty (30) days, the School District reserves the right to deduct \$100.00 from the monthly payment for each such occurrence.
4. If at any time the Contractor uses a driver, attendant, or monitor in the performance of this Contract who has not been approved by the Superintendent of Schools and/or does not meet the requirements of the State of New York, or is an unauthorized passenger, the School District shall deduct \$300.00 per day from the monthly billing for service for each driver, attendant, or monitor so employed and or each unauthorized passenger.
5. Each time a child is left unattended on a school bus, van, or other vehicle, no matter the length of time, the School District shall deduct \$1,000.00 from the Contractor's monthly invoice.
6. A reliable transportation system is important to meet the educational requirements of the students and the District. To this end, students must be picked up in the morning in a timely and consistent manner, and students must be delivered home each afternoon in an efficient manner. The School District shall deduct \$300.00 from the Contractor's monthly invoice for each time a student is dropped at an unauthorized stop.
7. If a bus is more than 15 minutes late in the A.M or the P.M., the District reserves the right to deduct \$100.00 from the monthly billing per each late occurrence. Should situations beyond the control of Contractor cause the late pick-up (weather; traffic), said deduction will not occur.
8. If a Contractor's driver and/or bus monitor/attendant is accused of misconduct, and said accusation is subsequently substantiated with the result being either a suspension or ban, the School District will deduct \$500.00 per incident from the Contractor's monthly invoice.
9. In the event a strike or other occurrence causes an interruption of services for more than 24 hours, the District shall have the right to secure such other transportation as may be necessary and charge the cost of same to the amount of the contractor. There will be no payment to the Contractor for days that no service is provided, and the Contractor is responsible for financial liability to the District.
10. The District requires that all buses that are utilized in the performance of this Contract(s) have operating and active two-way radios or approved comparable communication devices (cellular or digital phones) and working video recording devices. The District reserves the right to operate a District-provided radio scanner. Contractor's video recording devices must be capable of continuous recording at least five (5) days of material, and failure to provide video footage, for any reason, upon request by the School District, shall be conclusive evidence of non-performance. The School District shall deduct \$250.00 per day per bus penalty from the Contractor's monthly invoice for any vehicle which does not comply with this requirement.
11. Extra-curricular transportation is an important element of the District's educational program. Therefore, it is expected that the Contractor will meet the District's needs given that the District duly informs the Contractor of any trip at least 24 hours in advance of said trip. Failure by the Contractor to provide the necessary vehicle and/or driver(s) will result in the School District deducting \$150.00 per missed trip

from any payments due to the Contractor under this contract, and a reimbursement to the District for any financial damages the District may incur as a result of the missed trip (e.g., referee fees, entrance fees, ticket purchases, replacement transportation, etc.). The District may deduct this reimbursement from the Contractor's Invoice.

12. As noted in these Specifications, the Bidder and/or drivers are prohibited from making any changes in routes without prior written authorization by the School District. If such unauthorized changes are made, the District reserves the right to withhold payment for any runs that are modified in an unauthorized fashion. The School District shall deduct \$300.00 per day per bus penalty from the Contractor's monthly invoice for non-performance pursuant to this paragraph.
13. As stipulated under "vehicles", all equipment used to fulfill this Contract must have working air-conditioning, especially during warmer months. Vehicles found where the air conditioning system is not operating effectively or at all will result in the School District's deduction of \$200.00 per vehicle per day until the air conditioning is operating correctly as determined solely by the School District.
14. The Contractor must ensure that all seat belts, lap belts, shoulder seat belts and child safety seats meet all applicable Federal Standards. If the Contractor operates any vehicles where the safety restraints are not in compliance, the School District shall deduct \$150.00 per vehicle per day until the safety restraint is replaced or repaired, as determined solely by the School District.

Appeal Procedure for Non-Performance Deductions

A bi-weekly report will be sent to the contractor with a detailed statement of any non-performance deductions. The contractor will be given the opportunity to provide a written response to the Notice of Violation, or may acknowledge the violation within three (3) calendar days' response time for a final determination by the School District Superintendent. Contractor shall accept the School District's such determination as final and binding. Upon receipt and final determination by the School District Superintendent, the pending invoice will be deducted the agreed upon fees.

11. Number of Pupils Transported. The School District reserves the right to reduce or increase the number of students transported and the number of vehicles required to transport its students. If a modification is required, the cost to the School District shall be adjusted proportionately with any increases to be at a rate which does not cause the "not to be exceeded" amount set forth on the cover sheet to be exceeded.

12. School Bus Monitors. School bus monitors may be assigned by the School District to transportation routes. The bus monitor(s) is to ride the entire route. The bus monitor(s) shall be picked up by the Contractor at a mutually agreed location among the Contractor and monitor, provided the location is approved by the School District. Compliance with all terms related to bus monitors in the Bid is required.

13. Students and Drivers.

- 13.1. The nature of school bus transportation requires the bus driver to know the children and be familiar with any special needs the children may have. Wherever possible the same bus driver should be used on the morning and afternoon runs of every route. The driver is responsible for the behavior of the children while in transit. All drivers are required to report in writing to the school principal all instances of student misbehavior. The driver shall be responsible for bringing children under age 7 to the Information Center at One Larkin Center in the event that a parent or guardian does not meet them at the bus stop.
- 13.2. The School District will provide the bus company with a list, by route, of student addresses and telephone numbers. The School District will provide parents with the telephone number of the bus company. The bus company shall maintain a sufficient number of telephone lines and office personnel to respond to calls from parents. The bus company shall maintain logs of calls from parents and shall respond in a prompt

and courteous manner to all calls and complaints.

14. Extracurricular Activity Transport. In the event this Agreement is for the provision of transportation to and from extracurricular activities (i.e. transportation that is not regularly scheduled transportation to and from a school to a student's place of residence), the following shall apply:

- 14.1. Cancellation of events: The School District may cancel transportation services for any or all extracurricular activities upon reasonable notice to the Contractor without penalty. If the cancellation shall occur after a vehicle has been dispatched, the School District shall pay a penalty of Fifty Percent (50%) of the transportation cost allocated to that event.
- 14.2. Waiting time. If the School District causes a delay in the departure time from an extracurricular activity, the School District shall pay the Contractor at a rate of thirty (\$30.00) dollars for each thirty minutes of delay. This shall not apply to any delays caused by the Contractor or due to traffic conditions.
- 14.3. Driver must remain at site. The driver of the vehicle must remain at the site of all extracurricular activities that are outside of the City of Yonkers unless otherwise granted permission solely by the Department of Transportation or Department of Physical Education/Athletics to leave and return at an appointed time and place.

15. Additional Responsibilities of Contractor.

- 15.1. Inoperable Vehicles: Upon notification that a vehicle is inoperable, Contractor shall dispatch a replacement vehicle within 15 minutes.
- 15.2. Safety Drills: Emergency drills shall be conducted at such times and locations as designated by the School District. Drills will be supervised by School District staff; drivers must participate as directed.
- 15.3. Dispatcher: The Contractor shall provide a responsible dispatcher having complete authority over the operation of vehicles. The dispatcher must be on duty and available at a designated telephone number to answer calls concerning daily service, including missed service and late pick-ups or drop-offs. Each day during which school is in session, the dispatcher will maintain contact with the School District until the last student is off the last bus and the dispatcher notifies the School District that all of the students have been delivered to the designated drop-off point.
- 15.4. Trial Runs: Contractor agrees to undertake a trial run of each route proposed prior to the commencement of regular service and to report to the Department whether such proposed route is feasible in terms of the time allocated. Contractor further agrees to cooperate in any revisions which may be required, but in no event will Contractor make any changes to proposed routes except in accordance with paragraph 8 of this Agreement.
- 15.5. Accidents: Contractor must notify the Department immediately of any accident involving a school bus whether or not students were involved. A copy of Form MV 104 must be filed with the Department within 24 hours after an accident, without regard to whether such form is required by any other agency.
- 15.6. Lateness: If a vehicle is on such a schedule that is likely that it will arrive more than 15 minutes late, the Contractor must call the Department immediately upon determination of such likely lateness.
- 15.7. Compliance with Law. The Contractor shall comply, at its own expense, with the provisions of all applicable local, state and federal laws, rules and regulations, including without limitation, as follows:
 - 15.7.1. All School District policies, practices and procedures;
 - 15.7.2. New York State Education Law and New York State Education Department ("NYSED") requirements, including without limitation, with respect to criminal background checks, finger printing, compliance filings and regulations of the Commissioner of Education. Consultant is responsible for all NYSED compliance filings, if any;
 - 15.7.3. All Executive Orders issued by Governor Andrew M. Cuomo, including but not limited to Executive Orders pertaining to the COVID-19 pandemic, and any additional guidance issued by the Centers for Disease Control, the World Health Organization, and/or NYSED;

- New York State Education Law Article 23-B mandatory reporting and training requirements;
- 15.7.4. New York State Penal Law;
- 15.7.5. New York General Business Law §§ 340-347 (The Donnelly Act”);
- 15.7.6. The Sherman Act as codified in 15 U.S.C. §§ 1-38;
- 15.7.7. The Clayton Antitrust Act as codified in 15 U.S.C. §§ 12-27;
- 15.7.8. The Robinson-Patman Act as codified in 15 U.S.C. § 13;
- 15.7.9.
- 15.7.10. The Family Educational Rights and Privacy Act (FERPA) (20 U.S.C. § 1232g; 34 CFR Part 99);
- 15.7.11. All labor law requirements, including without limitation, prevailing wage, posting, training, pay-roll, filings;
- 15.7.12. The City’s and the State of New York’s civil rights ordinances;
- 15.7.13. Title VI of the Civil Rights Act of 1964 as amended;
- 15.7.14. Title VII of the Civil Rights Act of 1968 as amended;
- 15.7.15. Section 109 of Title I of the Housing and Community Development Act of 1974;
- 15.7.16. Section 504 of the Rehabilitation Act of 1973
- 15.7.17. The Americans with Disabilities Act of 1990;
- 15.7.18. The Age Discrimination Act of 1976;
- 15.7.19. Executive Orders 11063, and with Executive Order 11246 as amended by Executive Orders 11375 and 12086;
- 15.7.20. 41 CFR § 60-1.4;
- 15.7.21. The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3148);
- 15.7.22. The Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 3701-3708)
- 15.7.23. The Clean Air Act (42 U.S.C. §§ 7401-7671q) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387); and
- 15.7.24. The Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- 15.7.25. 2 CFR Appendix II to Part 200 – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards;

16. **Performance Bond.** The Contractor shall obtain a performance bond covering discharge of the obligations undertaken herein, for not less than 100% of the contract amount, as more fully provided in Schedule K of this contract.

17. **Confidential Information.** Contractor understands that in performing this Agreement Contractor and its employees may have access to confidential information in possession of the School District or others, including, but not limited to names, facts or information about individuals, businesses and families. Contractor may also have access to confidential information, potentially including student directory information; personnel information and records; information regarding sensitive, confidential or internal School District matters and other protected information. It is agreed that the definition of confidential information includes all documentary, electronic or oral information made known to Contractor through any activity related to this Agreement. Contractor agrees not to reveal any confidential information to a third party and understands that any such disclosure shall be considered a breach of this Agreement. Contractor agrees that if he/she/it receives a subpoena for divulgence of confidential information, Contractor shall notify the School District prior to divulging the same. The parties further agree that the terms and conditions set forth in this Confidentiality section and all of its subparts shall survive the expiration and/or termination of this Agreement. Without limiting any of the foregoing statements in this paragraph, Contractor further agrees, to the extent applicable:

- 17.1. To execute, comply with and incorporate as Schedule “I” to this Agreement, the Parents’ Bill of Rights required by New York State Education Law Section 2-d upon adoption by the School District;
- 17.2. Not to sell or release a student’s personally identifiable information for any commercial purposes;
- 17.3. Not to use the education records of the School District or any student, teacher and/or principal data of the School District, as those terms are defined in Education Law Section 2-d, for any purpose other than those

explicitly authorized in this Agreement;

- 17.4. To use reasonable administrative, technical and physical safeguards consistent with industry standards and best practices, including but not limited to encryption, firewalls and password protection, to protect the security, confidentiality and integrity of student, teacher and/or principal data of the School District while in motion or in the custody of Contractor from unauthorized disclosure;
- 17.5. To limit internal access within Contractor to the education records of the School District as well as to the student, teacher and/or principal data of the School District to those individuals that are determined to need such records or data to perform the services set forth in this Agreement;
- 17.6. To not disclose any personally identifiable information to any third party, unless: (a) prior written consent of the parent or guardian or student of 18 years of age or older for the disclosure is obtained; or (b) the disclosure is required by statute or court order and the party provides a notice of the disclosure to the New York State Education Department, Board of Education of the School District no later than the time the information is disclosed, unless providing notice of the disclosure is expressly prohibited by the statute or court order;
- 17.7. To safely store any data concerning the students, teachers and/or principals of the School District, in accordance herewith;
- 17.8. To immediately notify the School District in the event that any personally identifiable information of the School District, its employees, students or administrators is breached and/or released without authorization;
- 17.9. Parents and/or guardians of students attending the School District's schools have the right to inspect and review the complete contents of their child's education record, which may include records maintained, stored, transmitted, and/or generated by Contractor; and
- 17.10. Upon termination of this Agreement, Contractor will destroy or return all such data to the School District and will advise School District as to the means chosen.

18. Confidentiality Training. Contractor acknowledges that federal and state laws protect the confidentiality of personally identifiable information of the School District's students, as well as its teachers and principals. Contractor represents and warrants that any officers, employees or agents of Contractor, who will have access to student, teacher and/or principal data of the School District, has received or will receive training on the federal and state laws governing confidentiality of such data prior to obtaining access to such data.

19. Grant Funding. In the event grant funding is provided in connection with this Agreement, Contractor acknowledges and agrees that it has reviewed the applicable grant agreement and any other relevant documents (together the "Grant"). Contractor agrees to, and will cause any subcontractors or other agents under its control to agree to, comply with all applicable Grant requirements, including without limitation all rules and regulations promulgated in furtherance thereof. The Contractor further agrees to supply such information and reports as the City or School District may request. Contractor will prepare any necessary waiver requests. Contractor will, upon request, provide access to the City or School District or such other agency administering the Grant, to examine all relevant books, records, documents or electronic data of the Contractor necessary to review Contractor's compliance. Any term or condition required by the Grant to be set forth herein, to the extent it is not set forth is deemed incorporated herein by reference. Contractor hereby certifies that neither it, nor its subcontractor(s), are debarred or suspended, or otherwise excluded from or ineligible to receive said Grant funding.

SECTION II

Scope of Services

- A. All transportation contracts will begin on July 1, 2022 or September 1, 2022. Regular Transportation is provided to qualifying Pre-Kindergarten through Grade 8 students, other service types may cover Pre-Kindergarten through Grade 12 students.
- B. The contract period is expected to be for three (3) years, starting on July 1, 2022 or September 1, 2022 and run through June 30, 2025; however, YPS reserves the right to award a contract(s) for a one (1) year term starting on July 1, 2022 or September 1, 2022. Each school year will start on September 1 and end on June 30; summer school will start July 1 and end on August 31. Contracts will be reviewed on a yearly basis, and can be extended at an increase equal to the Consumer Price Index (CPI) issued by New York State Education Department on or about June 1 or at a lower rate as negotiated between the Yonkers Public Schools and the Contractor. By June 1 of each year, YPS must receive for the coming school year the following documents, determined as to sufficiency by the Law Department: performance bond, insurance certificate, current NYS DOT profile letter, roster of all 19-A compliant drivers to be used by YPS, and roster of all SED compliant monitors to be used by YPS.
- C. Extensions are at the sole discretion of the Yonkers Public Schools.
- D. Vendors should incorporate any discounts and/or other benefits to the Yonkers Public Schools.
- E. Regular bus service will be for up to sixty-five (65) students per trip for large buses and for up to thirty-five (35) students for small buses. Van service will be for up to twenty (20) students per trip. Wheelchair van service will have minimum capacity of three (3) wheelchairs and six (6) students.
- F. The transportation company will be responsible for meeting all New York State and local regulations and laws, including NYS DOT approval for all vehicles.
- G. Dry runs are required for the regular and special education transportation contracts. Drivers' and Dispatch staff familiarity with written directions, routes and destinations are required for the field trips and athletics contract.
- H. All sixty-five (65) and thirty-five (35) passenger buses and twenty (20) passenger school vans must be equipped with a Child Check Automatic Alarm located in the rear of the interior of each vehicle, cellular phones and/or two-way radios, video cameras and GPS systems as described in this RFP.

Program Description

Special Education In-District and Special Education Out-of-District:

Yonkers Public Schools transports approximately 5,689 students on approximately 115 routes to special education schools inside and outside the Yonkers Public School. Special education transportation may be provided in vehicles ranging from seven (7) through sixty-five (65) passengers, depending on the child's IEP; however, most special education routes utilize twenty (20) passenger vehicles. All special education van routes must carry a monitor who is employed by either the School District or the successful proposer. In some cases, a second monitor rides with a student who requires a one on one (1:1) monitor. Failure to comply with an IEP may result in a financial penalty of \$100 per student per day. Repeated offenses may result in termination of contract. All vehicles used for special education transportation must have tinted windows and fully operational air conditioning systems in use when requested by the School District.

Special education students may be picked up and dropped off near home when it is safe to do so. For safety reasons, stops will not be located on dead-end streets or cul-de-sacs.

Special education busing is provided on the same snow closing or delay schedule as Yonkers Public Schools. Written snow closing and delay procedures will be provided to the Contractor, with most routes described.

Special education schools that are attended by Yonkers students are divided for purposes of this Request for Proposal by geographic zones. A list of current routes for our Special Education students is provided in the Appendix section.

The number of vans and wheelchair vans to each area is subject to change.

Regular In-District Transportation:

Yonkers Public Schools transports approximately 10,721 students on approximately 562 routes to schools inside the School District, including non-public schools. Students will have corner and group stops only. For safety reasons, stops will not be located on dead-end streets or cul-de-sacs. The number of buses utilized is subject to change during the school year.

Under the principle of Least Restrictive Environment, some special education students may be transported on sixty-five (65) passenger vehicles. For such students, the bus routes must carry a monitor who is employed by either YPS or the Contractor.

Non-public busing is provided on the same snow closing or delay schedule as Yonkers Public Schools. Written snow closing and delay procedures will be provided to the Contractor, with most routes described. Non-public schools are expected to operate on YPS calendar but may operate on days YPS is not in session. In such situations, transportation can only be authorized by the YPS Director of Transportation. A list of current routes for our students is provided in the Appendix section.

Field Trips (Charters)/Activity Buses/Late Buses:

Yonkers Public Schools maintains a busy schedule of field/charter trips from its elementary and secondary schools throughout the school year. Field/charter trips usually depart after 8:30 and return by 2:00 pm. Many field trips are to sites within Yonkers, though there are also many trips that go outside the School District, usually to sites that are less than thirty-five (35) miles away. Therefore, for field trips, three proposals are requested, one for trips within Yonkers, one for trips outside Yonkers but within thirty (35) miles, and one for trips outside Yonkers greater than thirty (35) miles. Vendors should distinguish

between prices for buses, vans and wheelchair vans. Vendors should also specify prices for field trips after 2:00 p.m. runs.

Some trips are also taken on Saturdays/holidays for which a separate price proposal is requested. On a typical day as few as six (6) and as many as twelve (12) field trip buses might be needed. Vans are sometimes also used for field trips. Contractors should note the number of field trips buses they can provide on a daily basis as part of their field trip proposal.

Activity buses cover after-school programming, transporting students from their school to an activity and back to the school. Activity buses start at 3:00 p.m. and may go as late as 7:00 p.m. Vendors should submit prices for three (3) hour and four (4) hour activity buses and should distinguish between prices for buses, vans and wheelchair vans. As many as twenty (20) activity buses may be utilized daily.

Late Buses are allocated two for each high school every school day, transporting students from school to fixed stops. Student pick-ups are at 4:30 p.m. with fixed Metro Hub drop-off stops, 5:45 p.m. with fixed Metro Hub drop-off stops, and 7:00 p.m. with East and West fixed drop-off stops.

Monitors/Attendants Employed by Contractor

- A. The School District reserves the right to require that any monitor/attendant employed by the Contractor report for a physical examination including drug screening by the School District's Health Services Department. Random drug screens may be required.
- B. Contractor shall prohibit employees from consuming any drug, controlled substance or intoxicating liquor, or being under the influence of any intoxicating liquor or drug while on duty or within six hours before going on duty or boarding any vehicle pursuant to this contract. Contractor will comply with the State Occupational Safety and Health Act (SOSHA) and the Toxic Substances Act ("Right to Know Act"). Contractors will participate in random drug screenings.
- C. Vehicle and Traffic Law and all other rules and regulations of the Department of Transportation: including State and Federal, pertaining to school bus monitors/attendants must be complied with. All State Education Department Regulations for School Bus Monitors and City of Yonkers requirements must be complied with. The Contractor represents that it has reviewed the requirements of the Regulations of the Department of Transportation and agrees to comply therewith. The Contractor must be able to supply on demand, all records for both primary and back-up monitors/attendants for review by a NYS SBDI. Records must be available for review with the results of any NYSED audit. All regular substitute or replacement monitors/attendants are required to complete the ten (10)-hour monitor basic course. Monitors/Attendants will also be required to attend training meetings as required by NYSED, at no additional cost to the School District. All monitors/attendants will attend a meeting with YPS before final approval. The Contractor and all Contractor employees must meet all the requirements of: The NYS Department of Motor Vehicles, The NYS Public Service Commission and The NYS Department of Motor Vehicles Article 19A division, NYSED, as well as being in compliance with any other local, state, or federal applicable laws.
- D. Each monitor/attendant shall receive at least three (3) hours of pre-service instruction on school bus safety practices prior to transportation of any pupils. All monitors/attendants shall receive refresher instruction in school bus safety at least two (2) times a year; as per NYSED requirements.

All monitors/attendants shall attend a 10 hr. monitor basic course before the completion of 12 months of employment. All monitors/attendants must pass a physical performance test. School bus monitors/attendants will be no less than nineteen (19) years of age.

- E. Successful proposer must provide the School District, for its approval, a list of names, addresses and further documentation on all monitors. The above documentation is to be presented prior to the implementation of any contract. Successful proposer will provide the School District on a USB drive a list of monitors/attendants and the route number and bus number they monitor, which list shall be updated and resubmitted as changes occur. New monitors/attendants during the school year must be approved by the Superintendent or designee before boarding a YPS route and must attend a brief "meet and greet" meeting with the Department of Transportation.
- F. The School District reserves the right to remove any monitor/attendant when in the judgment of the School District such monitor/attendant represents a threat to the safety, morals, or other well-being of students. The Contractor shall take immediate steps to replace any monitor/attendant removed pursuant to this paragraph.
- G. Each monitor/attendant of a vehicle conveying school children shall have the appropriate qualifications and any special license as required. The monitor/attendant is to ride the entire route as assigned. He/she is to be picked up by the bus company at a mutually agreed location at or before the first scheduled stop with the School District making the final determination of such location. Bus monitors/attendants may not board after the first stop without permission of the YPS Director of Transportation.
- H. All monitors/attendants must be able to speak and understand English at a level acceptable to the Yonkers Public Schools.
- I. All monitors/attendants shall be properly dressed and maintain good hygiene as stated in the YPS dress code. All monitors/attendants must wear safe shoes with a closed-toe and heel. The School District reserves the right to determine if such safety-based standards are met.

A. .

Special Conditions

A. Pick-up and Delivery

Failure to pick up and deliver students in a timely manner shall be an instance of nonperformance and shall trigger the penalties as set forth therein.

B. Adjustments to Routes

Transportation routes and times may be adjusted during exam periods, for delayed starts, for early dismissals, or for any emergency purpose as determined by the Superintendent of Schools. In such cases, advance notice will be given to the Contractor. The Contractor agrees to provide the required transportation.

PERFORMANCE BOND

After award, the Contractor shall furnish at their own expense a performance bond, irrevocable letter of credit or certified check payable to the Yonkers Public Schools to ensure the faithful performance of the Contract. Performance security in the form of a **bond, certified check or an irrevocable letter of credit** must be in a dollar amount equal to **one hundred percent (100%) of the contract price**. Any bond shall be with sureties satisfactory to the School District. If at any time any of the sureties on said bond shall be or become unsatisfactory to the School District, then in that case the Contractor shall, upon ten (10) days' notice thereof in writing from the School District, furnish a new and additional bond in place of the bond so having become insufficient with such sureties thereon as shall be satisfactory to the School District.

SECTION III. COST PROPOSALS

Throughout proposals 1-6 below, the District is stating the number of vehicles it anticipates needing throughout the School Year. Vendors shall provide the number of vehicles they can offer the district in the tables below. Total cost should be based off of the number of vehicles provided by the vendor.

TOTAL VEHICLES AVAILABLE TO THE DISTRICT

VEHICLE TYPE	# OF BUSES AVAILABLE
Big Bus	20
Small Bus	4
W/C	N/A
Mini Van	8

Proposal 1: Regular In-District Transportation

Provide costs for YPS and non-public school Regular Transportation within YPS boundaries, daily home to school and school to home transportation costs including monitor cost.

Proposal # 1 Regular busing and Special Transportation							
Currently approximately 220 4 hr. Buses							
For Bid Bond use 4 hr. Calculation							
		Vehicle Cost/Day			Monitor Cost/Day		
Vehicle Type	District's Need	3 hr.	4 hr.	5 hr.	3 hr.	4 hr.	5 hr.
65 pass	220	650	650	650	160	160	160
Total = Cost x Bus x180			117,000		1600		

VEHICLE TYPE	# OF BUSES AVAILABLE
65 passenger	20

If daily route is more than five (5) live hours per day with students, cost for hour in excess of five (5) hours will be one-fifth (1/5) of daily cost. Monitor cost per day for three (3) hour vs. four (4) hour vs. (5) hours.

YPS at times has a need for "special transportation". We may have a student that needs his/her own transportation. In 2016-2022 we had four types of routes: 1. students transported to a YPS "in district" school; 2. students transported to an out of district school, less than 35 miles; 3. Students under McKinney Vento act; 4. 6th-12th grade students transported to a special program.

Special services: YPS has many special education students whom require "related services". Currently we have eight related services buses that operate between 9am and 1pm. Related services pick up 1-3 students at school and transport them less than 1/2 mile for their service and then back after about 1/2 an hour. Currently YPS utilizes a "sick van" between 9:00am and 11:00am. The van transports sick students to their home and delivers the student to a parent.

Submit prices for special transportation with only one stop. Routes in excess of 4 hours will be 1/4 cost per hour.

Proposal # 1 Special Transportation one stop Currently approx. 15 3 hr. Buses For Bid Bond use 4 hr. Calculation							
	District's Need	In district		Out of district <35 mi		Out of district > 35 mi	
		2 hrs./day	3 hrs./day	2 hrs./day	3 hrs./day	3 hrs./day	4 hrs./day
Mini Van or Suburban	7	475	475	520	520	610	610
Monitor	7	160	160	160	160	185	185
Total = CostxBusx180			114300				

VEHICLE TYPE	# OF BUSES AVAILABLE
Mini Van	8

Submit prices for YPS special services transportation, including related services and the sick van.

Sick van is currently 9-11 and related services 9-1

Proposal # 1 Special Services approx. 9/day For Bid Bond use 9-1/day Calculation			
	District's Need	Per Day	
		9:00-11:00	9:00-1:00
Sick Van	1	160	220
Related Services	8	160	220
Total= CostxBusx180			

VEHICLE TYPE	# OF BUSES AVAILABLE
Mini Van	8

The School District reserves the right to assign a School District monitor to any route.

All prices may be adjusted in Year 2 and Year 3 based on the change in the CPI announced each year by the New York State Education Department for transportation contract extensions, or at a lower rate as negotiated between the Yonkers Public Schools and the Contractor.

Proposal 1: Regular Transportation

Proposer's Legal Name:	VP Buses LLC
Firm Representative: (Print Name)	Horacio Rodriguez
Title:	managing member
Signature:	<i>[Handwritten Signature]</i>
Date:	6/6/2022
Address:	320 Alta Vista Dr Yonkers NY 10710
Telephone:	(914) 439-3153
Fax:	
Email:	Hrod3107@gmail.com
Total Cost	\$231,300

Proposal 2: Special Education In-District Transportation

Provide costs for Special Education Transportation within Yonkers School District boundaries or to schools fifteen (15) miles or less from the Yonkers boundary to schools such as Westchester School for Special Children, Leake & Watts, Orchard Andrus, Greenburgh-Graham. The School District currently uses approximately 15 Contractor school bus monitors on must cover in district routes.

A	Vehicle Type	District's Need	Vehicle Cost/Day		
			3 hr.	4 hr.	5 hr.
	<20 passenger	130	485	485	485
	WC	8	 	 	
	Caravan	2	475	475	475
Total= CostxBusx180				172,800	

VEHICLE TYPE	# OF BUSES AVAILABLE
Small Bus	4
W/C	
Mini Van	8

If daily route is more than five (5) live hours per day with students, cost for hour in excess of five (5) hours will be one-fifth (1/5) of daily cost.

Monitor Cost per day for three (3) hour vs. four (4) hour vs. five (5) hour (maximum four "live hours"/day with students).

Proposal # 2 Special Education In District				
Vehicle Type	District's Need	Monitor Cost/Day		
		3 hr	4 hr	5 hr
<20 passenger	130	160	160	160
WC	8	 	 	
Caravan	2	160	160	160
Total= CostxBusx180			57,600	

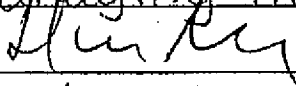
VEHICLE TYPE	# OF BUSES AVAILABLE
Small Bus	4
W/C	
Mini Van	8

If daily route is more than five (5) live hours per day with students, cost for hour in excess of five (5) hours will be one-fifth (1/5) of daily cost..

The School District reserves the right to assign a School District monitor to any route.

All prices may be adjusted in Year 2 and Year 3 based on the change in the CPI announced each year by the New York State Education Department for transportation contract extensions, or at a lower rate as negotiated between the Yonkers Public Schools and the Contractor.

Proposal 2 - Special Education Transportation--In-District

Proposer's Legal Name:	VP Buses LLC
Firm Representative: (Print Name)	Horacio Rodriguez
Title:	managing member
Signature:	
Date:	6/6/2022
Address:	320 Alta Vista Dr Yonkers NY 10710
Telephone:	(914) 439-3153
Fax:	
Email:	Hrod3107@gmail.com
Total Cost	230,400

Proposal 3: Special Education Out-of-District

Costs for Special Education transportation to schools more than fifteen (15) miles from the Yonkers border, including those in NYC, Upper Westchester, Rockland County, Putnam County, Connecticut and New Jersey. YPS is requesting pricing for per vehicle, per student and because of the unique routes we have we are asking for per individual routes.

If daily route is more than five (5) live hours per day with students, cost for hour in excess of five (5) hours will be one-fifth (1/5) of daily cost. Monitor cost is per day. Note that some routes are currently WC routes and some locations have more than one vehicle. Price is per vehicle. At present, the School District utilizes approximately 80 vehicles for its out-of-district routes. For bid bond use average pricing x 80 vehicles x 180 days. The School District currently uses approximately 30 Contractor school bus monitors on must cover in district routes.

Please submit pricing for vehicle and student pricing below.


Below you will find current out of district routes. You may bid for some or all. Please price each route individually.

Location	Bus Cost/Day			
	20 pass	WC	Caravan	Monitor
Andrus Orchard	485	/	475	160
Anne Hutchinson	485	/	475	160
Ardsley HS	485	/	475	160
Ardsley MS	485	/	475	160
Biondi	485	/	475	160
Blythedale	485	/	475	160
Bronxville	485	/	475	160
Bronxville Elem	485	/	475	160
Children's Village	485	/	475	160
Clearview				
Concord RD Elementary				
Concord Rd-Ardsley				
Devereaux				
Eagle Hill				
Eastchester HS	485	/	475	160
Fencliff Manor				
Fox Meadow/Occ Center				
Fusion Academy				
Graham School	485	/	475	160
Green Chimney				
Greenburgh N Castle Abbott				

Location	Bus Cost/Day			
	20 pass	WC	Caravan	Monitor
Greenburgh N Castle Clark	485	/	475	160
Greenburgh Reach Program				
Hallen School				
Hastings HS	485	/	475	160
Hawthorne Sr High				
Henry Viscardi				
Irvington HS	485	/	475	160
Isaac Young				
Jesse Kaplan				
John Cardinal O'Connor				
Lavelle School for Blind				
Little School				
Margaret Chapman				
Mt Pleasant Cottage				
PNW Boces Pinesbridge				
PNW Boces Walden	600	/	590	160
NY Institute				
NY School for Deaf	580	/	550	160
Occ Ed/Tech Center				
Pequenakonek Elem				
Pleasantville Lab				
Pocantico Hills				
Riverview HS	629	/	550	160
Rye Lake				
St Dominic's				
St Joseph's School for Deaf	580	/	550	160
St Matthew's				
Summit School	629	/	590	160
Tappan Hill	600	/	590	160
Tuckahoe HS	485	/	475	160
UCP				
Villa Maria				
W'Chester Fairfield Hebrew Acad				
William Cottle				
Winston Prep				
Winward Lower				
Winward Upper				
Total cost x 180	1,960,740			604,800

The School District reserves the right to assign a School District monitor to any route. All prices may be adjusted in Year 2 and Year 3 based on the change in the CPI announced each year by the New York State Education Department for transportation contract extensions, or at a lower rate as negotiated between the Yonkers Public Schools and the Contractor.

Proposal 3 - Special Education Transportation—Out-of-District

Proposer's Legal Name:	VP Buses LLC
Firm Representative: (Print Name)	Horacio Rodriguez
Title:	managing member
Signature:	
Date:	6/6/2022
Address:	320 Alta Vista Dr Yonkers NY 10710
Telephone:	(914) 89-3153
Fax:	
Email:	Hrod3107@gmail.com
Total Cost	\$2,565,540

Proposal 4 – Activity Buses/Late Buses/Field Trips/Shuttles

Activity buses - Cost to transport students to after-school activities, including more than one school and more than one activity starting at 3:00. **Late buses**- Cost to transport students to fixed stops. Two buses per school with pick up times at 4:45-5:30-7:00. (School days only)

Proposal # 4 Activity Buses and Late Buses Currently we have 20 Activity and 16 late buses							
Vehicle Type	District's Need	Activity Cost/Day			Late buses Cost/Day		
		3 hr	4 hr	5 hr	3 hr	4 hr	5 hr
20 pass	20	400	400	400	NA	250	250
WC	1	/	/	/	NA	/	/
65 pass	40	600	600	600	NA	460	460
Total= Cost x Bus x180		180,000					

Number of buses, vans and wheelchair vans that the Contractor can provide daily at proposed prices for activity buses.

Number of buses	3 hr. Activity bus	4 hr. activity bus	5 hr. activity bus	Late buses
Big Bus	3	3	3	8
Small Bus	2	2	2	4
W/C	/	/	/	/
Mini Van	1	1	1	2

YPS is requesting pricing for per/bus, per/hour and per individual trip. The categories are in district, less than 35 miles, more than 35 miles and individually. We are seeking prices for roundtrip, one way and two one-ways; only submit pricing for what you agree to do. We are requesting pricing for during school days, weekends and holidays.

Proposal # 4 Field Trips by Location					
	Type A/B Vehicle 20 passengers	Type B Vehicle 24 passengers	Type A/B Vehicle 20 (W/C) passengers	Type III- Caravans	Monitor
American Museum of Nat'l History NYC	550	600			
9/11 Memorial Museum, NYC	550	600			
African American Men of West., Purchase					
Alamo Movie Theater Yonkers, NY	450	500			
AMC Lowes Theater, Palisades Mall	550	600			
AMC Theater, Lincoln Ctr NYC	450	500			
Amish Village/Hershey Chocolate World					
Andalusia School Yonkers, NY	450	500			
Andrus Field Yonkers, NY	450	500			
Applebee's Executive Blvd, Yonkers	450	500			
Applebee's Cross County, Yonkers	450	500			
Maritime Aquarium, Norwalk CT	650	700			
AT&T Bedminister, NJ	625	700			
AT&T White Plains, NY	450	500			
Barclay Center, Brooklyn NY	550	650			
Barton Apple Orchards	625	700			
Bear Mountain	550	600			
Beczak Center, Yonkers NY	450	500			
Big Apple Circus, Fresh Meadows Queens					
Big Apple Circus, Lincoln Center NYC					
Blue Moon Café, Bronxville NY	450	500			
Boces Southern Westchester	450	500			
Body World NYC					
Botanical Gardens Bronx, NY	550	600			
Boulder Stadium Pomona, NY					
Bounce U Elmsford, NY					
Broadway Theatre District NYC	500	575			
Bronx Zoo Bronx, NY	500	575			

Proposal # 4 Field Trips by Location

	Type A/B Vehicle 20 passengers	Type B Vehicle 24 passengers	Type A/B Vehicle 20 (W/C) passengers	Type III- Caravans	Monitor
Brooklyn Botanical Gardens Brooklyn, NY	595	650			
Caramoor Center Katonah, NY					
Carnegie Hall NYC	450	550			
Central Park Zoo NYC	450	550			
Chelsea Piers NYC	450	550			
Chelsea Piers Stamford, CT					
Cinema Delux Ridge Hill Yonkers, NY	450	500			
Circle Line NYC					
CitiField Queens, NY					
City College NYC					
City Hall Yonkers, NY	450	500			
Club Getaway					
College of Mt. St. Vincent					
Cook Field Yonkers, NY	450	550			
Cross County Yonkers, NY	450	500			
Croton Point Park					
Culinary Institute					
DNA Learning Center					
Dorney Park Allentown, PA					
Dr. Davies Apple Farm					
Dunwoodie Golf Club					
Ellis Island/Statue of Liberty NYC					
Ellis Island NJ					
Empire State Bldg NYC	450	550			
Finance Park Brooklyn, NY					
Fordham University	450	550			
Gershwin Theater					
Gorton High School Yonkers, NY	450	500			
Green Meadows Farms					
Greenburgh Nature Center					
Greenhouse Correctional Facility					
Grinton Will Library					
Hall of Science Queens, NY					
Harvest Moon Farm & Orchard					

Proposal # 4 Field Trips by Location

	Type A/B Vehicle 20 passengers	Type B Vehicle 24 passengers	Type A/B Vehicle 20 (W/C) passengers	Type III- Caravans	Monitor
Hayden Hall Manhattan College Bronx, NY	450	500			
Holiday Hills Prospect, CT					
Homefield Bowl Yonkers, NY	450	500			
Hudson River Museum Yonkers, NY	450	500			
Intrepid Museum NYC					
Jacob Burns Film Center Pleasantville, NY					
JFK Airport Queens, NY	500	600			
Katonah Museum of Art					
LGA Airport Queens, NY	450	550			
Larchmont Shore Club Larchmont, NY					
Larkin Plaza Yonkers, NY	450	500			
Lego Land Yonkers, NY	450	500			
Lehman College Bronx, NY	450	550			
Lincoln High School Yonkers, NY	450	550			
Liberty Science Center					
Lincoln Park Jewish Center Yonkers, NY					
Madison Square Garden NYC	450	550			
Manhattan College	450	550			
Manhattanville College					
Marist College					
Maritime Aquarium, Norwalk CT					
Material Recovery Facility Yonkers, NY					
Medieval Times Lyndhurst, NJ					
Meroy College Dobbs Ferry, NY	450	550			
Metropolitan Museum of Art NYC					
Museum of Modern Art (MOMA) NYC	450	550			
Museum Village					
NY Hall of Science Queens, NY					
National Museum of Mathematics					
Neuberger Museum of Art					
Outhouse Orchards					
Pace University					

Proposal # 4 Field Trips by Location

	Type A/B Vehicle 20 passengers	Type B Vehicle 24 passengers	Type A/B Vehicle 20 (W/C) passengers	Type III- Caravans	Monitor
Palisades Mall	450	550			
Palisade Prep Yonkers, NY	450	500			
Pelton Field Yonkers, NY	450	500			
Phillipsburg Manor Sleepy Hollow					
Purchase College					
Queens College					
Radio City Music Hall NYC	500	600			
Redmond Field Yonkers, NY	450	550			
Roosevelt High School Yonkers, NY	450	550			
Ridge Hill Yonkers, NY	450	500			
Riverfront Library Yonkers, NY	450	500			
Riverside High School Yonkers, NY	450	550			
Rockland Community College					
Rockefeller Cir NYC	450	550			
Sarah Lawrence College Bronxville, NY	450	550			
Science Barge Yonkers, NY					
Saunders High School Yonkers, NY					
Six Flags Jackson, NJ					
Spirit Cruise NYC					
Sportstime USA Elmsford, NY					
St. Paul's Church					
Stepping Stones Museum Norwalk, CT					
Stew Leonard Yonkers, NY					
Stone Barns Center for Food & Agriculture					
Stuart's Farm					
SUNY Albany					
SUNY New Paltz					
SUNY Stony Brook					
Taconic Opera					
Tarrytown Lighthouse Tarrytown, NY	450	550			
Tarrytown Music Hall Tarrytown, NY	450	550			
Teatown Lake Reservation					
Tibbetts Brook Park Yonkers, NY	450	550			

Proposal # 4 Field Trips by Location

	Type A/B Vehicle 20 passengers	Type B Vehicle 24 passengers	Type A/B Vehicle 20 (W/C) passengers	Type III- Caravans	Monitor
United Nations NYC	550	650			
UTI Technical Institute					
Van Cortlandt Park Bronx, NY	450	500			
Vassar College					
Ward Pound Ridge					
Welty Field					
Wesleyan University					
Westchester Broadway Theatre	500	550			
Westchester Community College	500	550			
Westchester County Center White Plains, NY	450	550			
Wholesale District NYC					
Wilken Farm					
Windy Farms Pumpkin Patch					
Yankee Stadium Bronx, NY	450	550			
Yonkers Middle High School Yonkers, NY	450	500			
Yonkers Montessori Academy Yonkers, NY	450	500			
York College	450	500			

Field trips on school days- **Round trip** -bus must remain with the group/team.

Cost per trip round trip	In district 8:45 am to 2:00 pm	Less than 35miles 8:45 am to 2:00 pm	More than 35 miles 8:45 am to 2:00 pm	Additional hourly cost for hours outside of perimeter
Big Bus	400	585	625	100
Small Bus	320	350	400	100
W/C				
Mini Van	280	280	325	80
Cost/ Hour round trip	In district 8:45 am to 2:00 pm	Less than 35miles 8:45 am to 2:00 pm	More than 35 miles 8:45 am to 2:00 pm	Additional hourly cost for hours outside of perimeter
Big Bus				
Small Bus				
W/C				
Mini Van				

Cost per mile Round trip	In district 8:45 am to 2:00 pm	Less than 35miles 8:45 am to 2:00 pm	More than 35 miles 8:45 am to 2:00 pm	
Big Bus				
Small Bus				
W/C				
Mini Van				

Field trips on school days- **Two one-way trips** -bus does not remain with the group.
Pick up from the school at 8:45 a.m. and drop off at the school at 2:00 p.m.

Cost per trip 2 one-way	In district	Less than 35miles	More than 35 miles
Big Bus	550	625	725
Small Bus	450	525	600
W/C			
Mini Van	450	525	60
Cost per mile 2 one-ways	In district	Less than 35miles	More than 35 miles
Big Bus			
Small Bus			
W/C			
Mini Van			

Field trips school days- **One-way trips** pricing-
bus does not remain with the group drop off only.

Cost per trip one way	In district 8:45 am to 2:00 pm	Less than 35miles 8:45 am to 2:00 pm	More than 35 miles 8:45 am to 2:00 pm
Big Bus	450	500	625
Small Bus	350	350	400
W/C			
Mini Van	300	300	400
Cost per mile One way	In district 8:45 am to 2:00 pm	Less than 35miles 8:45 am to 2:00 pm	More than 35 miles 8:45 am to 2:00 pm
Big Bus			
Small Bus			
W/C			
Mini Van			

Cost per Mile round trip	In district 5 hrs.	Less than 35miles 5 hrs.	More than 35 miles 5 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				
	In district 7 hrs.	Less than 35miles 7 hrs.	More than 35 miles 7 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				
	In district 9 hrs.	Less than 35miles 9 hrs.	More than 35 miles 9 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				

Weekend Field trips- Two one-way trips -
 Bus does not remain with the group. Drop off and pick up only.


Cost per trip 2 one-ways	In district	Less than 35miles	More than 35 miles
Big Bus	550	625	725
Small Bus	450	625	600
W/C			
Mini Van	450	525	600
Cost per mile 2 one-ways	In district	Less than 35miles	More than 35 miles
Big Bus			
Small Bus			
W/C			
Mini Van			

	In district 9 hrs.	Less than 35miles 9 hrs.	More than 35 miles 9 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				
Cost per Mile round trip	In district 5 hrs.	Less than 35miles 5 hrs.	More than 35 miles 5 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				
	In district 7 hrs.	Less than 35miles 7 hrs.	More than 35 miles 7 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				
	In district 9 hrs.	Less than 35miles 9 hrs.	More than 35 miles 9 hrs.	Additional cost per hour
Big Bus				
Small Bus				
W/C				
Mini Van				

Holiday Field trips- Two one-way trips -
 Bus does not remain with the group. Drop off and pick up only.

Cost per trip 2 one-ways	In district	Less than 35miles	More than 35 miles
Big Bus			
Small Bus			
W/C			
Mini Van			
Cost per mile 2 one-ways	In district	Less than 35miles	More than 35 miles
Big Bus			
Small Bus			
W/C			
Mini Van			

Proposal 4 – Activity Buses/Late Buses/Field Trips/Shuttles

Proposer's Legal Name:	VP Buses LLC
Firm Representative: (Print Name)	Horacio Rodriguez
Title:	Managing member
Signature:	
Date:	6/6/2022
Address:	320 Alta Vista Dr Yonkers NY 10710
Telephone:	(914) 439-3153
Fax:	
Email:	Hrod3107@gmail.com
Total Cost only include activity buses	180,000

SCHEDULE "A"
STANDARD INSURANCE PROVISIONS
(Contractor)

The City of Yonkers and/or Yonkers Public Schools reserve the right to modify the Standard Insurance Provisions at any time, and reserve the right to negotiate all insurance terms after award.

1. Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at: <http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation Self-Insurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$2,000,000 (c.s.1) per occurrence and a \$4,000,000 aggregate limit naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:

- i. Premises - Operations.
- ii. Broad Form Contractual.
- iii. Independent Contractor and Sub-Contractor.
- iv. Products and Completed Operations.
- v. Sexual Molestation and Sexual Abuse Insurance.

- c) Commercial Umbrella/Excess Insurance: \$5,000,000 each Occurrence and Aggregate naming the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured, written on a "follow the form" basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" for both on-going and completed operations.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$5,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$5,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the "City of Yonkers" and, if applicable, the "City of Yonkers School District, acting by and through its Board of Education" as additional insured:

- (i) Owned automobiles.
- (ii) Hired automobiles.
- (iii) Non-owned automobiles.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

(a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.

(b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.

(c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.

(d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.



Workers' Compensation Board

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

<p>1a. Legal Name & Address of Insured (use street address only)</p> <p>VP Buses, LLC 320 Alavista Drive Yonkers, NY 10710</p> <p>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., a Wrap-Up Policy)</p>	<p>1b. Business Telephone Number of Insured</p> <p>1c. NYS Unemployment Insurance Employer Registration Number of Insured</p> <p>1d. Federal Employer Identification Number of Insured or Social Security Number</p> <p>47-379-1383</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)</p> <p>City Of Yonkers Yonkers Public Schools One Larkin Center, 3rd Fl Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier</p> <p>Clear Springs Insurance Company</p> <p>3b. Policy Number of Entity Listed in Box "1a"</p> <p>CS-WC-007653-01</p> <p>3c. Policy effective period</p> <p>1/1/2022 to 1/1/2023</p> <p>3d. The Proprietor, Partners or Executive Officers are</p> <p><input type="checkbox"/> Included. (Only check box if all partners/officers included)</p> <p><input type="checkbox"/> all excluded or certain partners/officers excluded.</p>

This certifies that the insurance carrier indicated above in box "3" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The insurance carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in box "3c", whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Workers' Compensation contract of insurance only while the underlying policy is in effect.

Please Note: Upon cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: Stephen Peraud
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: Stephen Peraud 3/9/2022
(Signature) (Date)

Title: Asst. Vice President

Telephone Number of authorized representative or licensed agent of insurance carrier: 201-661-2456

Please Note: Only insurance carriers and their licensed agents are authorized to issue Form C-105.2. Insurance brokers are NOT authorized to issue it.

Workers' Compensation Law

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.
2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.



Workers' Compensation Board

**CERTIFICATE OF INSURANCE COVERAGE
DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW**

PART 1. To be completed by Disability and Paid Family Leave Benefits Carrier or Licensed Insurance Agent of that Carrier

<p>1a. Legal Name & Address of Insured (use street address only) VP BUSES LLC. 320 ALTAVISTA DRIVE YONKERS, NY 10710</p> <p><i>Work Location of Insured (Only required if coverage is specifically limited to certain locations in New York State, i.e., Wrap-Up Policy)</i></p>	<p>1b. Business Telephone Number of Insured 9144393153</p> <p>1c. Federal Employer Identification Number of Insured or Social Security Number 47-3791383</p>
<p>2. Name and Address of Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder) CITY OF YONKERS YONKERS PUBLIC SCHOOLS ONE LARKIN CENTER, 3rd FLOOR Yonkers, NY 10701</p>	<p>3a. Name of Insurance Carrier Standard Security Life Insurance Company of New York</p> <p>3b. Policy Number of Entity Listed in Box "1a" Z17245-000</p> <p>3c. Policy effective period 11/2022 to 3/8/2023</p>

4. Policy provides the following benefits:

A. Both disability and paid family leave benefits.
 B. Disability benefits only.
 C. Paid family leave benefits only.

5. Policy covers:

A. All of the employer's employees eligible under the NYS Disability and Paid Family Leave Benefits Law.
 B. Only the following class or classes of employer's employees:

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has NYS Disability and/or Paid Family Leave Benefits insurance coverage as described above.

Date Signed 3/9/2022 By *Beth A. Schmitt*
(Signature of insurance carrier's authorized representative or NYS Licensed Insurance Agent of that insurance carrier)

Telephone Number (212) 355-4141 Name and Title SUPERVISOR-DBL/POLICY SERVICES

IMPORTANT: If Boxes 4A and 5A are checked, and this form is signed by the insurance carrier's authorized representative or NYS Licensed Insurance Agent of that carrier, this certificate is COMPLETE. Mail it directly to the certificate holder.

If Box 4B, 4C or 5B is checked, this certificate is NOT COMPLETE for purposes of Section 220, Subd. 8 of the NYS Disability and Paid Family Leave Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Plans Acceptance Unit, PO Box 5200, Binghamton, NY 13902-5200.

PART 2. To be completed by the NYS Workers' Compensation Board (Only if Box 4C or 5B of Part 1 has been checked)

**State of New York
Workers' Compensation Board**

According to information maintained by the NYS Workers' Compensation Board, the above-named employer has complied with the NYS Disability and Paid Family Leave Benefits Law with respect to all of his/her employees.

Date Signed _____ By _____
(Signature of Authorized NYS Workers' Compensation Board Employee)

Telephone Number _____ Name and Title _____

Please Note: Only insurance carriers licensed to write NYS disability and paid family leave benefits insurance policies and NYS licensed insurance agents of those insurance carriers are authorized to issue Form DB-120.1. Insurance brokers are NOT authorized to issue this form.



Additional Instructions for Form DB-120.1

By signing this form, the insurance carrier identified in Box 3 on this form is certifying that it is insuring the business referenced in box "1a" for disability and/or paid family leave benefits under the New York State Disability and Paid Family Leave Benefits Law. The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed as the certificate holder in Box 2.

The insurance carrier must notify the above certificate holder and the Workers' Compensation Board within 10 days IF a policy is cancelled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for one year after this form is approved by the insurance carrier or its licensed agent, or until the policy expiration date listed in Box 3c, whichever is earlier.

This certificate is issued as a matter of information only and confers no rights upon the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policy listed, nor does it confer any rights or responsibilities beyond those contained in the referenced policy.

This certificate may be used as evidence of a Disability and/or Paid Family Leave Benefits contract of insurance only while the underlying policy is in effect.

Please Note: Upon the cancellation of the disability and/or paid family leave benefits policy indicated on this form, if the business continues to be named on a permit, license or contract issued by a certificate holder, the business must provide that certificate holder with a new Certificate of NYS Disability and/or Paid Family Leave Benefits Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Disability and Paid Family Leave Benefits Law.

DISABILITY AND PAID FAMILY LEAVE BENEFITS LAW

§220. Subd. 8

(a) The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in employment as defined in this article, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand and twenty-one, the payment of family leave benefits for all employees has been secured as provided by this article. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any disability benefits to any such employee if so employed.

(b) The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in employment as defined in this article and notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that the payment of disability benefits and after January first, two thousand eighteen, the payment of family leave benefits for all employees has been secured as provided by this article.

SCHEDULE "B"

Questionnaire Regarding Business Enterprises Owned and Controlled by Persons of Color or Women

As part of the City's desire to encourage the meaningful and significant participation of business enterprises owned and controlled by persons of color or women in City contracts, and in furtherance of Article VIII of Chapter 13 of the City Code, completion of this form is required.

The term persons of color means a United States citizen or permanent resident alien who is and can demonstrate membership of one of the following groups: (a) Black persons having origins in any of the Black African racial groups; (b) Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American descent of either Indian or Hispanic origin regardless of race; (c) Native American or Alaskan native persons having origins in any of the original peoples of North America; or (d) Asian or Pacific Islander persons having origins in any of the Far East countries, South East Asia, the Indian sub-continent or the Pacific Islands.

An enterprise owned and controlled by persons of color or women means a business enterprise including a sole proprietorship, limited liability partnership, partnership, limited liability corporation or corporation that is (a) at least 51% owned by one or more persons of color or women; (b) an enterprise in which such ownership by persons of color or women is real, substantial and continuing; (c) an enterprise in which such ownership interest by persons of color or women has and exercises the authority to control and operate, independently, the day-to-day business decisions of the enterprise; and (d) an enterprise authorized to do business in this state which is independently owned and operated.

In addition, a business enterprise owned and controlled by persons of color or women shall be deemed to include any business enterprise certified as an MBE or WBE pursuant to article 15-a of the New York State Executive Law and implementing regulations, 9 NYCRR subtitle N Part 540 et seq., or as a small disadvantaged business concern pursuant to the Small Business Act, 15 U.S.C. 631 et seq., and the relevant provisions of the Code of Federal Regulations as amended.

1. Are you a business enterprise which is owned and controlled by persons of color or women in accordance with the standards listed above?
 No
 Yes (as a business owned and controlled by persons of color)
 Yes (as a business owned and controlled by women)
2. Are you certified with the State of New York as a minority business enterprise ("MBE") or a women business enterprise ("WBE")?
 No
 Yes (as a MBE)
 Yes (as a WBE)

If yes, official documentation of such certification must be attached hereto.

3. If you are a business owned and controlled by persons of color, please specify the minority classifications which apply: N/A
4. If you are certified with the State of New York as an MBE, please specify the minority classifications which apply: N/A
5. Are you certified with the Federal Government as a small disadvantaged business concern?
 Yes
 No

6. Name of Firm/Business Enterprise:

Address:

Completed By (Print Name/Title):

Signature:

VP Buses LLC
320 Alta Vista Dr
Yonkers, NY 10710
managing member
[Signature]

SCHEDULE "C"

CERTIFICATION REGARDING BUSINESS DEALINGS WITH NORTHERN IRELAND

- A. The Contractor and any individual or legal entity in which the Contractor holds a ten percent (10%) or greater ownership interest and any individual or legal entity that holds a ten percent (10%) or greater ownership interest in the Contractor (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Principles.
- B. For purposes of this Certification, "MacBride Principles" shall mean those principles relating to nondiscrimination in employment and freedom of workplace opportunity which require employers doing business in Northern Ireland to:
- (1) increase the representation of individuals from underrepresented religious groups in the work force, including managerial, supervisory, administrative, clerical and technical jobs;
 - (2) take steps to promote adequate security for the protection of employees from underrepresented religious groups both at the workplace and while traveling to and from work;
 - (3) ban provocative religious or political emblems from the workplace;
 - (4) publicly advertise all job openings and make special recruitment efforts to attract applicants from underrepresented religious groups;
 - (5) establish layoff, recall and termination procedures which do not in practice favor a particular religious group;
 - (6) abolish all job reservations, apprenticeship restrictions and differential employment criteria which discriminate on the basis of religion;
 - (7) develop training programs that will prepare substantial numbers of current employees from underrepresented religious groups for skilled jobs, including the expansion of existing programs and the creation of new programs to train, upgrade and improve the skills of workers from underrepresented religious groups;
 - (8) establish procedures to assess, identify and actively recruit employees from underrepresented religious groups with potential for further advancement; and
 - (9) appoint a senior management staff member to oversee affirmative action efforts and develop a timetable to ensure their full implementation.
- C. For purposes of this Certification, "Northern Ireland" shall be understood to be the six counties partitioned from the Irish Province of Ulster, and administered from London and/or from Stormont.
- D. The Contractor agrees that the warranties and representation in paragraph "A" are material conditions of this Agreement. If the City of Yonkers and/or Yonkers Public Schools receives information that the Contractor is in violation of paragraph "A", the City or Yonkers Public Schools shall review such information and give the Contractor opportunity to respond. If the City or Yonkers Public Schools finds that such a violation has occurred, the City or Yonkers Public Schools may declare the Contractor in default, and/or terminate this Agreement. In the event of any such termination, the City or Yonkers Public Schools may procure the supplies, services or work from another source in accordance with applicable law. The Contractor shall pay to the City or Yonkers Public Schools the difference between the contract price for the uncompleted portion of this Agreement and the cost to the City or Yonkers Public Schools of completing performance

of this Agreement either by itself or by engaging another contractor. If this is a contract other than a construction contract, the Contractor shall be liable for the difference in price if the cost of procurement from another source is greater than what the City or Yonkers Public Schools would have paid the Contractor plus any reasonable costs the City incurs in any new procurement and if this is a construction contract, the City or Yonkers Public Schools shall also have the right to hold the Contractor in partial or total default in accordance with the default provisions of this Agreement. In addition, the Contractor may be declared not to be a responsible bidder or proposer for up to three (3) years, following written notice to the Contractor, giving the Contractor the opportunity for a hearing at which the Contractor may be represented by counsel. The rights and remedies of the City and/or Yonkers Public Schools hereunder shall be in addition to, and not in lieu of, any rights and remedies the City and/or Yonkers Public Schools has pursuant to this Agreement or by operation of law or in equity.

Agreed:

Horaria Rodriguez
(Legal Name of Person, Firm or Corporation)
By: [Signature]
(Signature of Authorized Representative)
managing member
(Title)
Dated: 7/6/2022

SCHEDULE "D"
CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, each Bidder/Contractor, any person signing on behalf of any Bidder/Contractor and any assignee or subcontractor and, in the case of a joint bid, each party thereto, certifies, under penalty of perjury, that once the Prohibited Entities List is posted on the OGS website, that to the best of its knowledge and belief, that each Bidder/Contractor and any subcontractor or assignee is not identified on the Prohibited Entities List created pursuant to SFL § 165-a(3)(b).

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

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

The School District and the City reserve the right to reject any bid or request for assignment for a Bidder/Contractor that appears on the Prohibited Entities List prior to the award of a contract and to pursue a responsibility review with respect to any Bidder/Contractor that is awarded a contract and subsequently appears on the Prohibited Entities List.

I, HORACIO RODRIGUEZ, being duly sworn, deposes and says that he/she is the MANAGING MEMBER of the VP BUSES LLC Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.


SIGNED

SWORN to before me this 23rd day
of JUNE, 2022


Notary Public

VIRGINIA KARIN LAMILLA
Notary Public State of New York
Westchester County
Lic. #01LA6245816
Commission Expires August 8, 2023

SCHEDULE "E"



ONE LARKIN CENTER, 3RD FLOOR
Yonkers, New York 10701
(914) 377-6035
Fax: (914) 377-6032
thomas.collich@yonkersny.gov

CITY OF YONKERS/YONKERS PUBLIC SCHOOLS
Purchasing

Mike Spano, Mayor
Tom Collich, Director

VENDOR BACKGROUND QUESTIONNAIRE

RFP NUMBER 459

DUE DATE: Friday, May 20, 2022

This questionnaire has been developed to collect information from vendors/contractors wishing to do business with the City of Yonkers and/or Yonkers Public Schools.

Please complete the questionnaire carefully, answering all questions accurately. Answers must be typewritten or printed in black or blue ink. If you need more space to answer a question, type or print the answer on company letterhead and attach it to the questionnaire. **ANSWER ALL QUESTIONS - DO NOT LEAVE BLANKS.** Failure to submit a complete and accurate questionnaire may result in your bid or proposal being rejected as non-responsive and, therefore, ineligible for award.

INTENTIONALLY OMITTED FOR
PRIVACY PURPOSES

SCHEDULE "F"
PROPOSER CERTIFICATION

The undersigned agrees and understands that this proposal and all attachments, additional information, etc. submitted herewith constitute merely an offer to negotiate with the City of Yonkers and Yonkers Public Schools and is NOT A BID. Submission of this proposal, attachments, and additional information shall not obligate or entitle the proposing entity to enter into a service agreement with the City of Yonkers and Yonkers Public Schools for the required services. The undersigned agrees and understands that the City of Yonkers and Yonkers Public Schools are not obligated to respond to this proposal nor is it legally bound in any manner whatsoever by the submission of same. Further, the undersigned agrees and understands that any and all proposals and negotiations shall not be binding or valid against the City of Yonkers and Yonkers Public Schools, their directors, officers, employees or agents unless an agreement is signed by a duly authorized officer of the City of Yonkers and/or Yonkers Public Schools and approved by the Office of the Corporation Counsel.

It is understood and agreed that the City of Yonkers and Yonkers Public Schools reserve the right to reject consideration of any and all proposals including, but not limited to, proposals which are conditional or incomplete. It is further understood and agreed that the City of Yonkers and Yonkers Public Schools reserve all rights specified in the Request for Proposals.

It is represented and warranted by those submitting this proposal that except as disclosed in the proposal, no officer or employee of the City of Yonkers or Yonkers Public Schools is directly or indirectly a party to or in any other manner interested in this proposal or any subsequent service agreement that may be entered into.

HORACIO RODRIGUEZ

(Legal Name of Person, Firm or Corporation)

By: _____

(Signature of Authorized Representative)

MANAGING MEMBER

(Title)

Dated: _____

05/19/22

SCHEDULE "G"
PROPOSAL BOND

INTENTIONALLY OMITTED

SCHEDULE "I"
Parents' Bill of Rights for Data Privacy and Security

In accordance with New York State Education Law Section 2-d, the Yonkers Public School District hereby sets forth the following Parents' Bill of Rights for Data Privacy and Security, which is applicable to all students and their parents and legal guardians. New York State Education Law Section 2-d and the Family Educational Rights and Privacy Act ("FERPA") protect the confidentiality of personally identifiable information. The following is the Yonkers Public Schools Bill of Rights for Data Privacy and Security.

1. A student's personally identifiable information cannot be sold or released for any commercial purposes.
2. Parents have the right to inspect and review the complete contents of their child's education record.
3. The District must have safeguards in place to protect your child's personally identifiable data when it is stored or transferred. These safeguards must meet industry standards and best practices to protect student data.

Examples include encryption, firewalls and password protection.

4. You have the right to make complaints about possible breaches of student data and to have complaints addressed.

- a. Complaints to Yonkers Public Schools should be directed to: Deputy Superintendent, Division of Teaching and Learning, Yonkers Public Schools, One Larkin Center, Yonkers NY 10701 or send an email to BORComplaints@yonkerspublicschools.org.

- b. Complaints to NYSED should be directed to: Chief Privacy Officer, New York State Education Department, 89 Washington Avenue, Albany NY 12234 or send an email to CPO@mail.nysed.gov.

5. New York State, through the New York State Education Department, collects a number of student data elements for authorized uses. A complete list of all student data elements collected by the State is available online through <http://www.p12.nysed.gov/irs/sirs/documentation/NYSEDstudentData.xlsx> for public review online. You may obtain a copy by writing to: Office of Information & Reporting Services, New York State Education Department, Room 863 EBA, 89 Washington Avenue, Albany NY 12234.

6. For purposes of further ensuring confidentiality and security of student data, as an appendix to the Parents' Bill of Rights each contract Yonkers Public schools enters into with a third party Consultant shall include the following supplemental information:

- a. the exclusive purposes for which the student, principal or teacher data will be used;
 - b. how the third party Consultant will share the student, principal or teacher data with, if any, will abide by data protection and security requirements;
 - c. agreement expiration and what happens to the student, principal or teacher data after the expiration of the agreement;
 - d. if and how a parent, eligible student, teacher or principal may challenge the accuracy of the student, principal or teacher data that is collected; and e. where the student, principal or teacher data

will be stored (described in such a manner as to protect data security), and the security protections taken to ensure such data will be protected, including whether such data will be encrypted.

The Yonkers Public Schools Parents' Bill of Rights for Data Privacy and Security reflects information available as of this document's creation. The District Bill of Rights is subject to revision and is projected for revision in accordance with further guidance received, including guidance through NYSED.

Additional information is available on the New York State Education Department website.

<http://www.p12.nysed.gov/docs/parents-bill-of-rights.pdf>

Acknowledged and agreed to:

V.P. Buses LLC
(Legal Name of Person, Firm or Corporation)

By: _____

A handwritten signature in black ink, appearing to be "J. B. Buses", is written over a horizontal line.

SCHEDULE "J"

TITLE VI COMPLIANCE CERTIFICATION

**City of Yonkers
Standard Title VI/Non-Discrimination Assurances**

The City of Yonkers (the "City"), in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S. C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By executing a contract with the City, the Contractor agrees that it is subject to and will comply with all applicable provisions of the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964 (the "Civil Rights Act"), 42 U.S.C. § 2000d *et seq.*, 78 stat. 252, which prohibits discrimination on the basis of race, color, national origin;
- 49 C.P.R. Part 21 (entitled *Non-discrimination In Federally-Assisted Programs of the Department Of Transportation ("DOT")-Effectuation of Title VI of the Civil Rights Act*);
- 28 C.P.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act);

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973).

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Contractor hereby gives assurance that it will promptly take any measures necessary to ensure that:

No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which Federal financial assistance is received.

During the performance of any contract, the Contractor, for itself, its assignees, and successors in interest and consultants agrees as follows:

1. Compliance with Regulations: The Contractor will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. DOT, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.

2. Non-discrimination: The Contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the Contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.

4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the City or other appropriate governmental entity, to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the City or other appropriate governmental entity, as appropriate, and will set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the Nondiscrimination provisions of this contract, the City will impose such contract sanctions as it or other appropriate governmental entity may determine to be proper, including, but not limited to:

- a. withholding payments to the Contractor under the contract until the contractor complies; and/or
- b. cancelling, terminating, or suspending a Contract, in whole or in part.

6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the City or other appropriate governmental entity may direct as a means of enforcing such provisions including sanctions for noncompliance. It is the intent and understanding of the parties that each and every provision required to by law or as a result of grant funding shall be and is inserted herein. Furthermore, it is hereby stipulated that if, through mistake or otherwise, any such provision is not inserted, or is not inserted in correct form, then every such provision is hereby deemed correctly incorporated herein by reference. If the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the City to enter into any litigation to protect the interests of the City. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

I acknowledge and agreement that the terms of this addendum will be deemed incorporated by reference into any agreement entered into between the contractor and the City.

Signed: _____

Name: HORACIO RODRIGUEZ

Title: MANAGING MEMBER

Date: 05/19/22

SCHEDULE "K"
Performance Bond

Yonkers Public Schools
Yonkers Board of Education

One Larkin Center
Yonkers, New York 10701

CONTRACT NO.: 2023-0000048

KNOW ALL MEN BY THESE PRESENTS;

That VP BUSES, LLC, 320 ALTA VISTA DRIVE, YONKERS, NY 10710
(Here insert the name and address or legal title of the contractor)

as Principal, (hereinafter called "Principal"), and _____

UNITED STATES FIRE INSURANCE COMPANY
(Here insert the legal title of Surety)
305 MADISON AVENUE, MORRISTOWN, NJ 07960

as Surety, hereinafter called Surety, are held and firmly bound unto the Yonkers Public Schools and Yonkers Board of Education of Yonkers, One Larkin Plaza, , Yonkers, N.Y., 10701, together as obligee, (hereinafter called the "YPS"), in the amount of

Three Million, Seven Hundred Fifty Four Thousand, Eight Hundred and 00/100 Dollars

(\$3,754,800.00), for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, PRINCIPAL has entered into a contract with the YPS for the Transportation Services for the Yonkers Public School District – Proposals 1, 2, 3 & 4 - Contract No. 2023-0000048 - RFP-459

Contract Term: 9/1/2022 - 6/30/2023 in accordance with drawings and

specifications which are made a part hereof and which Contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, the conditions of this obligation are such that if the Principal, his/her or its representatives or assigns, shall well and faithfully perform the said contract and all modifications, amendments, additions and alterations thereto that may hereafter be made, according to its terms and its true intent and meaning, and shall fully defend, indemnify, and save harmless the YPS from all cost and damage which it may suffer by reason of failure so to do, and shall fully reimburse and repay the YPS for all outlay and expense which the YPS may incur in making good any such default, then this obligation shall be void, otherwise the same to remain in full force and effect.

The Surety, for value received, hereby stipulates and agrees, if requested to do so by the YPS, to fully perform and complete the work to be performed under the contract, pursuant to the terms, conditions, and covenants thereof, if for any cause, the Principal fails or neglects to successfully perform and complete such work. The Surety further agrees to commence such work of completion within twenty (20) days after written notice thereof from the YPS and to complete such work within such time as the YPS may fix.

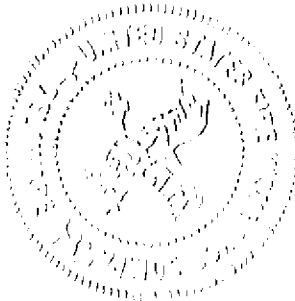
The Surety, for value received, for itself and its successors and assigns hereby stipulates and agrees that the obligation of said Surety and its bond shall in no way be impaired or affected by any extension of time, modification, omission, addition, or change in or to the said contract or the work to be performed thereunder or by any payment thereunder before the time required therein, or by any waiver of any provisions, thereof, or by any assignment, subletting or other transfer thereof or of any work to be performed or by any moneys due or to become due thereunder; and said Surety does hereby waive notice of any and all of such extensions, modifications, omissions, additions, changes, payments, waivers, assignments, subcontract and transfers, and hereby expressly stipulates and agrees that any and all things done

and omitted to be done by and in relation to assignees subcontractors, and other transferee's shall have the same effect as to said Surety as though done or omitted to be done by or in relation to said Principal.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which Final Payment is made under the Contract.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the YPS named herein or the heirs, executors, administrators or successors of the YPS.

Signed as of this 11th day of November 2022
IN THE PRESENCE OF:



VP BUSES, LLC
(Principal)

[Signature]
(Signature)

MANAGING MEMBER
(Title)

UNITED STATES FIRE INSURANCE COMPANY
(Surety)

[Signature]
(Signature) ANTHONY M. SPINA

ATTORNEY-IN-FACT
(Title)

(PERFORMANCE BOND – Contract # 2023-00000048)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A CORPORATION

STATE OF NEW YORK)

YPS OF 1) ss:

On the 11th day of NOVEMBER in the year 2022, before me personally came HORACIO RODRIGUEZ to me known (or proved to me on the basis of satisfactory evidence), who, being by me duly sworn, did depose and say that he/she resides at 320 ALTA VISTA DRIVE, YONKERS, NY. 10710 that he/she is the MANAGING MEMBER of VP BUSES LLC, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

VIRGINIA KARIN LAMILLA
Notary Public State of New York
Westchester County
Lic. #01LA6245816
Commission Expires August 8, 2023

[Signature]
Notary Public

(PERFORMANCE BOND – Contract # 2023-00000048)

ACKNOWLEDGEMENT OF CONTRACTOR, IF A PARTNERSHIP

STATE OF _____)

YPS OF _____) ss:

On the ___ day of _____ in the year 20___, before me personally came _____, to me known and known (or proved to me on the basis of satisfactory evidence), to me to be a member of firm _____; described in and who executed the foregoing instrument; and he/she duly acknowledged to me that he/she executed the foregoing instrument; and that he/she duly acknowledged to me that he/she executed the same for and in behalf of said firm for the uses and purpose mentioned therein.

Notary Public

(PERFORMANCE BOND – Contract # 2023-00000048)

ACKNOWLEDGEMENT OF CONTRACTOR, IF AN INDIVIDUAL

STATE OF _____)

YPS OF _____) ss:

On the _____ day of _____ in the year 20___, before me personally came _____, to me known (or proved to me on the basis of satisfactory evidence) and known to me to be the person described in and who executed the foregoing instrument and he/she duly acknowledged that he/she executed the same.

Notary Public

(PERFORMANCE BOND – Contract # 2023-00000048)

ATTORNEY IN FACT ACKNOWLEDGEMENT

STATE OF NEW JERSEY)

CITY OF MAHWAH) ss:

On this 11TH day of NOVEMBER 20 22, before me personally came ANTHONY M. SPINA the attorney in fact of UNITED STATES FIRE INSURANCE COMPANY the Company named in the foregoing contract, to me known to be the individual described in and who, as such attorney, executed the foregoing contract, and acknowledged that he/she executed the same as the Act and deed of the said party or parties; therein described as Consultant, and for the purpose therein mentioned, by virtue of a power of attorney duly executed and acknowledged by the said party or parties, bearing date the 11TH day of NOVEMBER 20 22; that said powers of attorney is still in full force.

[Signature]
Notary Public

ANNA BRAUNTSCH
NOTARY PUBLIC OF NEW JERSEY
Commission # 50124607
My Commission Expires 3/26/2025

(PERFORMANCE BOND – Contract # 2023-00000048)

ACKNOWLEDGEMENT OF SURETY

STATE OF NEW JERSEY)

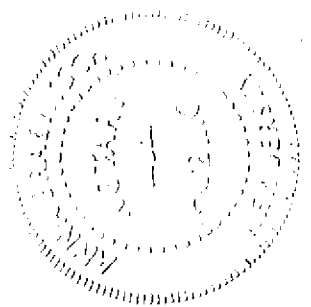
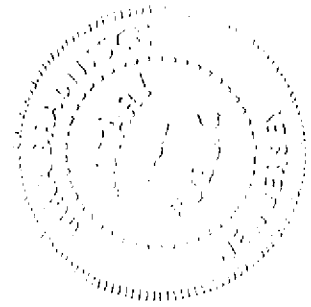
CITY MAHWAH) ss:

On this 11TH day of NOVEMBER in the year 20 22, before me personally came ANTHONY M. SPINA to me known, who, being by me duly sworn, did depose and say that he/she resides at UNION, NEW JERSEY that he/she is the UNION, NEW JERSEY of UNITED STATES FIRE INSURANCE COMPANY, the corporation described in and which executed the above instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

[Signature]
NOTARY PUBLIC OR COMMISSIONER OF DEEDS

ANNA BRAUNTSCH
NOTARY PUBLIC OF NEW JERSEY
Commission # 50124607
My Commission Expires 3/26/2025

(PERFORMANCE BOND – Contract # 2023-00000048)



**POWER OF ATTORNEY
UNITED STATES FIRE INSURANCE COMPANY
PRINCIPAL OFFICE - MORRISTOWN, NEW JERSEY**

06385

KNOW ALL MEN BY THESE PRESENTS: That United States Fire Insurance Company, a corporation duly organized and existing under the laws of the state of Delaware, has made, constituted and appointed, and does hereby make, constitute and appoint:

Robert G. Lull, Aaron V. Nowland, Anthony M. Spina, Kimberly Leonard

each, its true and lawful Attorney(s)-In-Fact, with full power and authority hereby conferred in its name, place and stead, to execute, acknowledge and deliver: Any and all bonds and undertakings of surety and other documents that the ordinary course of surety business may require, and to bind United States Fire Insurance Company thereby as fully and to the same extent as if such bonds or undertakings had been duly executed and acknowledged by the regularly elected officers of United States Fire Insurance Company at its principal office, in amounts or penalties: **Twenty-Five Million (25,000,000)**

This Power of Attorney limits the act of those named therein to the bonds and undertakings specifically named therein, and they have no authority to bind United States Fire Insurance Company except in the manner and to the extent therein stated.

This Power of Attorney is granted pursuant to Article IV of the By-Laws of United States Fire Insurance Company as now in full force and effect, and consistent with Article III thereof, which Articles provide, in pertinent part:

Article IV, Execution of Instruments - Except as the Board of Directors may authorize by resolution, the Chairman of the Board, President, any Vice-President, any Assistant Vice President, the Secretary, or any Assistant Secretary shall have power on behalf of the Corporation:

- (a) to execute, affix the corporate seal manually or by facsimile to, acknowledge, verify and deliver any contracts, obligations, instruments and documents whatsoever in connection with its business including, without limiting the foregoing, any bonds, guarantees, undertakings, recognizances, powers of attorney or revocations of any powers of attorney, stipulations, policies of insurance, deeds, leases, mortgages, releases, satisfactions and agency agreements;
- (b) to appoint, in writing, one or more persons for any or all of the purposes mentioned in the preceding paragraph (a), including affixing the seal of the Corporation.

Article III, Officers, Section 3.11, Facsimile Signatures. The signature of any officer authorized by the Corporation to sign any bonds, guarantees, undertakings, recognizances, stipulations, powers of attorney or revocations of any powers of attorney and policies of insurance issued by the Corporation may be printed, facsimile, lithographed or otherwise produced. In addition, if and as authorized by the Board of Directors, dividend warrants or checks, or other numerous instruments similar to one another in form, may be signed by the facsimile signature or signatures, lithographed or otherwise produced, of such officer or officers of the Corporation as from time to time may be authorized to sign such instruments on behalf of the Corporation. The Corporation may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Corporation, notwithstanding the fact that he may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, United States Fire Insurance Company has caused these presents to be signed and attested by its appropriate officer and its corporate seal hereunto affixed this 28th day of September, 2021.

UNITED STATES FIRE INSURANCE COMPANY

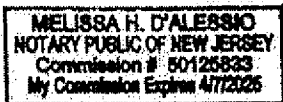


Matthew E. Lubin

Matthew E. Lubin, President

State of New Jersey }
County of Morris }

On this 28th day of September, 2021, before me, a Notary public of the State of New Jersey, came the above named officer of United States Fire Insurance Company, to me personally known to be the individual and officer described herein, and acknowledged that he executed the foregoing instrument and affixed the seal of United States Fire Insurance Company thereto by the authority of his office.

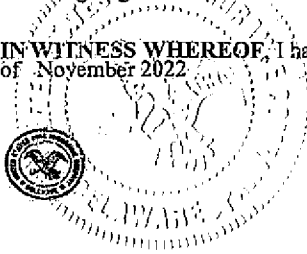


Melissa H. D'Alessio
Melissa H. D'Alessio (Notary Public)

I, the undersigned officer of United States Fire Insurance Company, a Delaware corporation, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy is still in force and effect and has not been revoked.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the corporate seal of United States Fire Insurance Company on the 11th day of November 2022.

UNITED STATES FIRE INSURANCE COMPANY



Michael C. Fay
Michael C. Fay, Senior Vice President

UNITED STATES FIRE INSURANCE COMPANY
1209 ORANGE STREET, WILMINGTON, DELAWARE 19801

STATEMENT OF ASSETS, LIABILITIES, SURPLUS AND OTHER FUNDS

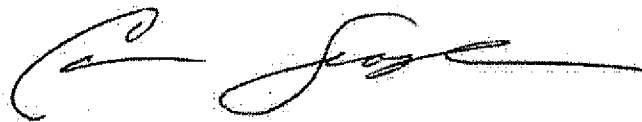
AT DECEMBER 31, 2021

<u>ASSETS</u>	
Bonds (Amortized Value).....	903,307,173
Preferred Stocks (Market Value).....	105,571,429
Common Stocks (Market Value).....	1,504,759,231
Mortgage Loans (Market Value).....	446,047,113
Cash, Cash Equivalents, and Short Term Investments.....	1,184,428,501
Derivatives.....	8,536,548
Other Invested Assets.....	336,487,236
Investment Income Due and Accrued.....	10,016,168
Premiums and Considerations.....	431,207,743
Amounts Recoverable from Reinsurers.....	68,151,803
Funds Held by or Deposited with Reinsured Companies.....	29,595,868
Net Deferred Tax Asset.....	160,701,318
Electronic Data Processing Equipment.....	2,011,585
Receivables from Parent, Subsidiaries and Affiliates.....	114,953,836
Other Assets.....	97,519,676
TOTAL ASSETS.....	\$ 5,403,295,228

LIABILITIES, SURPLUS & OTHER FUNDS

Losses (Reported Losses Net of Reinsurance Ceded and Incurred But Not Reported Losses).....	1,866,433,397
Reinsurance Payable on Paid Losses and Loss Adjustment Expenses.....	88,108,310
Loss Adjustment Expenses.....	322,459,750
Commissions Payable, Contingent Commissions and Other Similar Charges.....	8,674,938
Other Expenses (Excluding Taxes, Licenses and Fees).....	75,718,281
Taxes, Licenses and Fees (Excluding Federal Income Taxes).....	32,725,021
Current Federal and Foreign Income Taxes.....	62,383
Unearned Premiums.....	845,288,567
Advance Premium.....	7,921,829
Ceded Reinsurance Premiums Payable.....	72,110,703
Funds Held by Company under Reinsurance Treaties.....	24,081,128
Amounts Withheld by Company for Account of Others.....	147,974,892
Provision for Reinsurance.....	3,350,178
Payable to Parent, Subsidiaries and Affiliates.....	13,084,638
Other Liabilities.....	41,952,278
TOTAL LIABILITIES.....	\$ 3,549,946,293
Common Capital Stock.....	18,780,000
Gross Paid In and Contributed Surplus.....	1,577,074,940
Unassigned Funds (Surplus).....	257,493,995
Surplus as Regards Policyholders.....	1,853,348,935
TOTAL LIABILITIES, SURPLUS & OTHER FUNDS.....	\$ 5,403,295,228

I, Carmine Scaglione, Senior Vice President and Controller of UNITED STATES FIRE INSURANCE COMPANY, certify that the foregoing is a fair statement of Assets, Liabilities, Surplus and Other Funds of this Company, at the close of business, December 31, 2021, as reflected by its books and records and as reported in its statement on file with the Insurance Department of the State of Delaware.



IN TESTIMONY WHEREOF, I have set my hand and affixed the seal of the Company, this 29th day of March, 2022.
UNITED STATES FIRE INSURANCE COMPANY