

070902060000
(SED CODE)

The State Education Department
Transportation Unit, Room 876 EBA
Albany, New York 12234

C _____
Contract Number
(SED will fill in)

TRANSPORTATION CONTRACT

(Do not use for Addendums or Extensions - See Note on Reverse)

Debra L. Palmer <small>Contact Person</small>		Tel: 607 734-1114 Fax: 607 734-7134
Elmira Heights CSD <small>School District/BOCES</small>		
2083 College Ave <small>Street or P.O. Box</small>		
Elmira Heights, NY <small>City</small>	NY <small>State</small>	14903 <small>Zip Code</small>

- Check if applicable:
- Special Education Pupils - Transportation required as a related service.
 - Contract will begin part way through the school year and cost \$20,000 or less.
 - One-month emergency contract -31 Calendar Days.
 - Contract for bus maintenance only.
 - District will supply contractor with fuel.
- Specifications include:
- Provision for attendants, escorts or monitors.
 - Clause for increasing or decreasing service.

This AGREEMENT made this August day of 2012 by and between
Elmira Heights CSD, County of Chemung, N.Y.
(Name of School District or BOCES)
 party of the first part and Horseheads CSD, party of the second part.
(Contractor)

WITNESSETH. That whereas party of the first part is duly empowered (by the provisions of Section 1604, 1709, 2021, 2503, 4401 and 4402 of the Education Law) to enter into a contract for the purpose of providing transportation for children of said district for the period of service to begin
09 / 05 / 2012 and to end 06 / 21 / 2013
Month Day Year

NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ 42,000.00 or \$ _____ if on a per-bus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.
(If lump sum contract) (Unit Cost)

Total Anticipated Annual Cost \$ 42,000.00.

If awarded through a request for proposals, date of request of such proposals _____ (see note on reverse)

IN WITNESS WHEREOF, The parties have set their hands the day and year above written.

<u>[Signature]</u> <small>(Signature of Trustee or President of Board of Education)</small>	<u>Elmira Heights CSD, 2083 College Ave Elmira, NY</u> <small>(Party of the First Part)</small>	<u>Elmira, NY</u> <small>(Post Office Address)</small>
<u>[Signature]</u> <small>(Signature of Contractor)</small>	<u>Horseheads CSD, 1 Raider Lane, Horseheads, NY</u> <small>(Party of the Second Part)</small>	<u>Horseheads, NY</u> <small>(Post Office Address)</small>

COMPLIANCE CERTIFICATION. I certify that this contract was awarded in accordance with the competitive bidding provisions of Section 103 of the General Municipal Law, Section 305 (14) of the Education Law, and Section 156.1(b) of Commissioner of Education Regulations, or in accordance with the request for proposals provisions of Section 305(14) of the Education law and Section 156.12 of Commissioner of Education Regulations. I also certify that this contract has been authorized by the voters in accordance with Section 1709(27) of the Education Law, and has been approved by the Superintendent of Schools in accordance with Section 3625(1) of the Education Law.

Approval Date: 7/23/12 [Signature] Filed by: [Signature]
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

The party of the second part covenants with the party of the first part that in consideration of the payments hereinbefore stated and of the covenants and agreements set forth that said school children will be conveyed safely, that said duties and obligations in relation thereto pursuant to this contract will be faithfully performed, at all times exercising proper supervision over said children and that said party of the second part will abide by all reasonable rules and regulations and that the driver will be at least 21 years of age and duly licensed and that said driver will be currently approved by the chief school administrator. And the party of the second part further covenants and agrees that the vehicle shall come to a full stop before crossing the tracks of any railroad and before crossing any State highway and that it shall at all times comply with the rules and regulations of the Department of Transportation applying to such vehicles.

It is mutually agreed that this contract shall not become valid and binding upon either party thereto until the same shall be signed by the trustee or president of the board of education and the contractor. This contract or any right, title or interest therein may not be assigned by the party of the second part without the previous consent in writing of the party of the first part. This contract shall be void and of no effect unless the party of the second part shall comply with all applicable provisions of the Workman's Compensation Law in respect to employees engaged in the performance of this contract. The party of the second part will comply with the Labor Law.

"The contractor hereby consents to an audit of any and all financial records relating to this contract by the Department of Audit and Control." "The contractor further agrees to provide to the board of education, trustee(s), or the Commissioner of Education, upon request, any information relating to this contract including financial data."

State aid will be computed on account of this contract in accordance with the total sum specified. Any expenditure in excess of this total sum will not be considered in computing State aid. For school districts eligible for transportation aid, no aid shall be allowed for a period greater than 120 days prior to the filing of the contract in accordance with Section 3625 of the State Education Law.

MINIMUM STATUTORY INSURANCE REQUIREMENTS as provided in Section 370 of New York State Vehicle and Traffic Law must be complied with.

If **COMPETITIVELY BID** date of bid opening _____ Complete **BID TABULATION** below:

1. _____ (Name)	_____ (Amount of Bid)	3. _____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ (Amount of Bid)	4. _____ (Name)	_____ (Amount of Bid)

Was contract awarded to the lowest responsible bidder? Yes No If not awarded to the lowest bidder, state reasons why. Give detailed and completed reasons on a separate sheet and attach to this contract. If no bids are received, it is necessary for the district to re-advertise.

Attach Affidavits of Publication which you can secure from the newspapers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications were used, kindly forward a copy.

MULTI-YEAR CONTRACT: A separate line item shall be included in the Annual Budget and Budget Brochures. Also a footnote to that line item shall indicate: " _____ year (first, second, etc.) of a _____ - year (two, three, etc.) contract, the total cost of which is \$ _____ " (total cost of multi-year contract).

REQUEST FOR PROPOSALS: If contract was awarded through a request for proposals (RFP), submit evidence of the date of the request, the forms and instructions used in making the request, the contract specifications, all proposals received, the criteria used in evaluating the proposals, the weights assigned to each criterion, and the scores used to assess each category of the criteria, in accordance with the provisions of Section 156.12 of Commissioner of Education Regulations.

EXTENSIONS AND ADDENDUMS: An Extension of Contract (Form CE) must be filed for all extensions. Please notify the Department by letter of any additions to a contract after it has been filed with the Department. Such additions can only be made where authorized by the contract specifications.