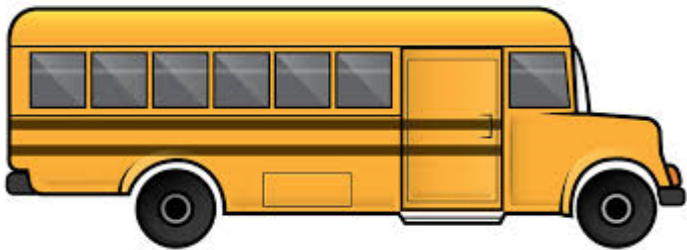


Summer Transportation Contracts

How to complete

FORM TCS

(Transportation Contract Summer)
to submit an eligible contract



Contract Categories

Contracts are broken down into several Categories:

TCS Contract – **Summer transportation**, July – August Only. This set of instructions deals with Summer Contracts.

-- *Special Education* is contracted separately from *Non-Special Education*.

TC Contract – new school year (September – June) for Home to School & Spec Ed. This set of instructions deals with TC contracts.

-- separate contract(s) used for new school year (Sept - June) for Athletic & Field Trips.

CE Contract – School Year Extension contracts for Home to School & Spec Ed.

-- as with original contracts, separate school year contracts used for Athletic & Field Trips.

CES Contract – Summer Service Extension contracts, July – August Only.

-- as with original contracts, *Special Education* remains separate from *Non-Special Education*.

Form TCS

INSTRUCTIONS

Form has been broken into several sections with specific instructions on how to complete each section.

Form TCS

The State Education Department
Transportation Unit, Room 475 EBA
Albany, New York 12234

C _____
Contract Number
(SED will fill in)

(SED CODE)
Check type of Summer Program:
(Separate contract required for each)
 Special Education
 District-operated non-special
education
 BOCES-operated non-special
education

SUMMER TRANSPORTATION
CONTRACT

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

Tele()
 Fax ()

Contact Person _____

School District/BOCES _____

Street or P.O. Box _____

City _____ State _____ Zip Code _____

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.

If this is Special Needs, "X" box
 If this is a Partial Year Contract, "X" box
 Is this a 31 CALENDAR Day Emergency, "X" box
 Contract is Maintenance or Operations Only, "X" box
 District Supplying Fuel?, "X" box
 Provision for Attendants/Monitors, "X" box**
 Clause for increase/ decrease service, "X" box**

1. Please fill in SED # (first six digits of BEDS CODE).
2. The contract number will be issued by SED for new contracts.
3. **Check type of Summer Program.**
4. Fill in School District Contact information. Please include email. BOCES: if you are filling out paper please use school name and address, not BOCES.
5. Make sure to check applicable boxes.**

**Keep in mind: this is where you have an "Add/ Delete Clause". If Bid Specs have this wording, you may Add Service, Attendants, Routes Etc. See next page for example of an add/delete clause.

A transportation contract may not be materially altered or modified. However, where the contract specifications include language which authorizes additional service or a change of service, such modifications can be made (**Add/Delete Clause**). In addition, the contractor's bid proposal must include a specific price for the additional service or change of service. NOTE: An addendum, which may simply be a letter describing any modifications to the contract amount, must be submitted to the Department.

Example of an “Add / Delete Clause”

(The add/delete clause can be added to a contract as its own section, or it may be included under an appropriate section(s) within a proposed contract)

“The District reserves the right to make changes to any of the proposed routes, and reserves to itself the right of approval on all routes. All routes shall be designated consistent with Board Policy, and shall be designated to maximize efficiency and minimize costs to District. There is no guarantee as to the number of pupils on a bus run at any given time. Students may be added and deleted, routes may be added and deleted, and monitors/attendants may be added and deleted based on the needs of the District.”

Contract Agreement

6 This AGREEMENT made this _____ day of _____ 20__ by and between _____, County of _____, N.Y.
(Name of School District or BOCES)
party of the first part and _____, party of the second part.
(Contractor) **7**

6. Agreement date is the date the BOE has voted to enter into this contract (Example: the Bid Opening date is Jan. 6, 2017. The BOE meets on Jan 22, 2017. The AGREEMENT DATE IS JAN 22, 2017).
7. Fill in School District or BOCES, County and Contractor.

Service Dates

8 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 _____ and to end _____
Month Day Year Month Day Year

8. Fill in Service dates. **Note:** Summer service dates can only be **July 1st thru Aug 31st**. School Year (Form TC) dates are be between Sept. 1st and June 30th. ONLY contracts that are for Maintenance or Operations & Maintenance can be July 1st thru June 30th.

Lump Sum/Unit Cost & ANTICIPATED Total Cost

9 NOW, THEREFORE, the said party of the first part hereby agrees to pay to the said party of the second part the sum of \$ _____ or \$ _____ if on a per-bus, per-diem, per-mile or
(If lump sum contract) (Unit Cost)
 other unit cost basis for providing such transportation on a suitable conveyance.
 Total Anticipated Annual Cost \$ _____ **10**

9. Enter Lump Sum or Unit Cost (On your bid specs, what was the unit you were asking for? Per pupil per month / Per bus per day / Per bus per hour, with matron and/ so on).
10. Enter Total Anticipated Cost (For a multi-year contract, only enter the first year cost & attach a spreadsheet with costs for consecutive years).

RFP Date & SIGNATURES

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.

(Signature of Trustee or President of Board of Education) (Party of the First Part) (Post Office Address)

(Signature of Contractor) (Party of the Second Part) (Post Office Address) **12**

11. If contract was awarded using the RFP process, fill in the date of bid opening.
12. Obtain BOE signature and Contractor signature. **NOTE:** Please only send ORIGINAL inked/signed contract to SED.

Superintendent's Signature

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

(Signature of Trustee or President of Board of Education) (Party of the First Part) (Post Office Address)

(Signature of Contractor) (Party of the Second Part) (Post Office Address)

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 15(1) of the Education Law.

Approval Date: _____ For by: _____
(Date of Superintendent's Approval) (Signature of Superintendent or Designee)

SUBMIT ORIGINAL TO STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS. 3/15

13

14

Just One Original

13. Superintendent's and All Other Signatures must be in ORIGINAL ink. Please only send original signatures to SED (And please only send one original contract to SED. We do not require duplicates/copies.)
14. Fill in DATE OF APPROVAL BY SUPERINTENDENT. **NOTE: THIS DATE MUST BE ON OR AFTER THE BOE AGREEMENT DATE** (used in Step 6.)

Multi-Year Contracts

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).

18. If awarding a Multi-Year Contract, please make sure to obtain prior voter approval. A separate line must be included in the budget brochure.

NOTE: Please provide to SED a copy of the budget brochure that includes the line item and footnote.

Things to Remember

- **Seven Day Rule** - Make sure there are at least 5 full days in between the date the ad is in the paper and the bid opening date (Applies to both Competitive and RFP processes).
- **Deadline Dates** - Advertisements for bids must be placed prior to June 1st for students without disabilities, July 1st for students with disabilities.
 - A pupil transportation summer contract must be filed with SED within **90 calendar days** of the first day of service. Late filing will result in a loss of transportation aid for each day it is late. The Office of Educational Management Services can still approve the contract however the Office of State Aid will deduct aid for each day late.
- **ONE Contract for Each Contractor** – Wherever possible, combine in a single contract all bid items awarded to a particular contractor through a single bid opening. This can be done by attaching a list of the various routes or destinations along with the bid price for each. On the face of the contract write "see attached" where the contract price normally would be entered. Also, complete the Total Anticipated Annual Cost entry for the aggregate cost of all the routes or destinations listed. (**Note:** Summer, Field trip and Athletic contracts are still separate.)
- **Type of Summer Program** - Separate contracts must be awarded for each of the three different types of summer programs: 1. Programs for students with disabilities under Section 4408 of the Education Law (aidable through STAC system); 2. District-operated programs for students without disabilities (aidable); and 3. BOCES-operated programs for students without disabilities (not aidable). If your district has already awarded a contract which includes more than one of the above programs, you must send us a copy of that contract, on which you must note the total anticipated cost for each program separately. The cost of summer transportation for students with disabilities is aided through the STAC system. Such contract costs should be accounted for in the Special Aid Fund. The cost for a district-operated program for students without disabilities is aidable. The cost of transportation to a BOCES-operated summer program for students without disabilities is not aidable.
- **Separate contracts** – are required for summer transportation. A regular school year contract may not include transportation provided during July and August.

More Things to Remember

Co-operative Bid

- **No “Piggybacking”**- School districts may join together with other school districts or BOCES for the purpose of a cooperative bid for pupil transportation services. However, every school district which is part of a cooperative bid must sign its own contract with the winning vendor. One district may not enter into a contract on behalf of all the others and then sign “cross-contracts” for service with those other districts. That would be “piggybacking”, which is not permissible under the law.
- **Use “Zero” Contracts** – A district may award contracts to destinations within the district even if there is no current need, but a possible future need. For these cases, a quantity of more than zero must be listed for an item to be awarded. Award the contract with \$1.00, then when the need for the destination arises, send an addendum letter to SED stating the new cost.

Contract Submission to SED

- When submitting contracts to SED, please include a **cover sheet** listing each contract being submitted. This helps us verify that we have received the full contract submission.
- The cover sheet can also include any **explanations** that may be required for submission (missed deadlines, linked to prior emergency contract, etc.)
- Please also verify that all **dates are completed** and are in logical & necessary sequence.
- Verify that all **3** required **signatures are in original ink.**
- Send only **one original** to SED (keep other 2 original documents in district files). We do not need multiples of contracts or copies. This helps us all cut down on paper waste.
- Have someone **review** contract submission prior to sending to SED.
- Mail **within 90 days** of 1st day of service & mail with return receipt for proof.
- **Thank you** for your attention to detail in submitting your district's contracts. Your time and efforts are much appreciated.

Form TCS Key

Form TCS

(SED CODE) _____

The State Education Department
Transportation Unit, Room 475 EBA
Albany, New York 12234

Contract Number _____
(SED will fill in)

SUMMER TRANSPORTATION CONTRACT

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

Check type of Summer Program:
(Separate contract required for each)
 Special Education
 District-operated non-special education
 BOCES-operated non-special education

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.

Contract Person _____
 School District/BOCES _____
 Street or P.O. Box _____
 City _____ State _____

This AGREEMENT made this _____ day of _____, 20____ by and between _____, County of _____, N.Y.

party of the first part and _____, party of the second part.

WITNESSETH, That whereas party of the first part is duly authorized by the provisions of Section 1604, 1709, 2503, 4401 and 4402 of the Education Law to enter into a contract for the purpose of providing transportation for _____ of said district for the period of service to begin _____ and to end _____

NOW, THEREFORE, the said party of the first part hereby agrees to pay _____ party of the second part the sum of \$ _____ or \$ _____ plus, per-diem, per-mile or other unit cost basis for providing such transportation on a suitable conveyance.

Total Anticipated Annual Cost \$ _____

If awarded through a request for proposals, date of request of such proposals: _____

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

Signature of Trustee or President of Board of Education _____
 Signature of Contractor _____

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: _____ Filed by: _____

SUBMIT ORIGINAL TO THE STATE EDUCATION DEPARTMENT. RETAIN A COPY FOR YOUR SCHOOL DISTRICT RECORDS.

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 party 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 contracts entered into more 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)	_____ 3. _____ (Amount of Bid)	_____ (Name)	_____ (Amount of Bid)
2. _____ (Name)	_____ 4. _____ (Amount of Bid)	_____ (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 _____ papers. Also, attach one printed copy of each Notice to Bidder which appeared in the papers. If detailed specifications are required, 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.

8/10/01

Office of Pupil Transportation

Please feel free to contact our office for further information:

Educational Management (518) 474-6547

Denise O'Brien

- (518) 474-3927
- Denise.Obrien@nysed.gov

Heather Zogas

- (518) 473-0210
- Heather.Zogas@nysed.gov

