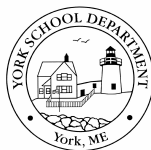




**York School Department
Office of the Superintendent of Schools**

**REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES
Special Education Out Of District
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York School Department Office of the Superintendent of Schools

REQUEST FOR PROPOSALS STUDENT TRANSPORTATION SERVICES

General Instructions

The York School Department (the “SAU”) requests proposals to provide special education student transportation services for a five year period beginning July 1, 2023, and ending June 30, 2028.

The SAU provides public education in the town of York, Maine. The SAU seeks a company to provide safe and efficient transportation for students attending SAU schools, including daily bus routes and extra-curricular activities, as detailed in the Specifications of this RFP.

Bidder registration; Questions; Amendment of RFP

Parties interested in responding to this RFP are advised to register with the SAU in order to receive direct updates regarding the RFP. To register, send an email to zharding@yorkschoools.org with the subject line “SAU Transportation RFP Registration.”

Any questions regarding this RFP shall be submitted by email to zharding@yorkschoools.org not later than 3:00 PM, February 2, 2023. The SAU, in its discretion, may respond to questions. All responses will include the original question and be distributed directly to registered parties by email and otherwise made publicly available. The SAU reserves the right to amend the RFP. Any responses to questions or amendments to the RFP will be issued not later than 3:00 PM, February 8, 2023.

Submission of Proposals

Proposals must be submitted on the Bid Forms included in this RFP or in a form substantially similar to the Bid Forms. Bidders must submit one (1) hardcopy of the proposal and one (1) electronic copy (pdf format, word-searchable) in a sealed envelope or package, which shall include a return mailing address and be plainly marked, “**SPED Transportation Bid, not to be opened until 2:00 PM, February 14, 2023.**”

Proposals must be delivered to the following address not later than 2:00 PM, February 14, 2023
Superintendent of Schools
York School Department
469 US Route 1
York ME 03909

Proposals received after this time and date will be returned to the sender unopened. Proposals sent by email or fax will not be accepted.

Shortly after 2:00 PM, February 14, 2023, all proposals shall be opened by the Superintendent or a School Board member designated by the School Board Chair. If any members of the press or citizens who are not members of the School Board or employees of the SAU are present, the Bid Cost Form of each proposal shall be read aloud or made available for examination.

All proposals shall be firm offers that may not be withdrawn for a period of sixty (60) days from the submission due date. The SAU will not be responsible for any costs of preparing or submitting proposals.

Award

The SAU anticipates awarding a contract to a bidder by March 2, 2023. The award will be made based on bid price and the qualifications and experience of the bidder. The successful bidder shall enter into a contract with the SAU and submit all insurances required within 30 days of the award. The contract shall be on the terms set forth in the Specifications accompanying these Instructions.

The SAU reserves the right to reject any or all proposals; call for re-bids; cancel the RFP; negotiate with any bidder; exercise its judgment in evaluating proposals; waive any nonmaterial irregularities in a proposal; and award a contract to a bidder even though the proposal is not the lowest cost if such award is in the best interest of the SAU.

Timeline

The timeline for this RFP is summarized as follows:

RFP Issue Date:	January 26, 2023
Written Questions Due:	3:00 PM, February 2, 2023
Last Date for Answers or Amendment:	3:00 PM, February 8, 2023
Submission Deadline for Proposals:	2:00 PM, February 14, 2023
Public Opening of Proposals:	2:00 PM, February 14, 2023
Anticipated Award Date:	March 2, 2023
Contract Start Date:	July 1, 2023

YORK SCHOOL DEPARTMENT
REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES

Specifications

The successful bidder (the “Contractor”) shall provide school transportation services for the SAU for the 2023-2024, 2024-2025, 2025-2026, 2026-2027, and 2027-2028 school years on the terms provided herein. The term “Contract” as used herein shall mean the transportation services agreement to be entered into between the SAU and the successful bidder.

The Contractor agrees to transport and convey identified special education pupils. The Contractor also shall transport pupils on all extra-curricular activities with the exceptions noted later in these Specifications. All vehicles furnished by the Contractor shall comply with the requirements of Federal and State law including all rules, regulations, and specifications governing school bus construction, equipment, and operation.

Contractor is and shall in all events act as an independent contractor. Nothing contained herein and no action taken by the Contractor under the Contract shall be construed as constituting a contract as an employee, representative, or agent of the SAU for any purpose whatsoever.

I. **Routes and Mileage**

The Contractor may establish the routes, pick-up points and turn-arounds, subject to approval by the Superintendent of Schools. The Superintendent or his/her designee must be consulted relative to providing existing route information, development of runs based upon pupil assignment, York School Committee Transportation Policies, and any run changes, which occur during the school year.

School locations:

York High School, 1 Robert Stevens, York, Maine 03909

York Middle School, 30 Organug Road, York, Maine 03909

Village Elementary School, 122 York Street, York, Maine 003909

Coastal Ridge Elementary School, 1 Coastal Ridge Road, York, Maine 03909

II. **Buses/Van**

The Contractor shall provide all vehicles to be used and shall bear all the operational costs of such vehicles. All vehicles used by the Contractor to provide transportation to the SAU and operation of the same shall conform to all applicable requirements of the laws and regulations of the State of Maine and amendments thereto, including without limitation, the regulations of the State Board of Education, and all applicable federal laws and regulations, including without limitation state and federal laws and regulations concerning school bus design, manufacturing, and safety. Contractor agrees that vehicles

that do not meet these requirements will not be used to provide transportation for the SAU.

All vehicles must be of the enclosed type, comfortable & clean. The Contractor shall be responsible for maintenance of all vehicles and keep each vehicle in good working condition and furnish all necessary oil, grease, tires, etc.

The Contractor shall maintain vehicle maintenance records, which shall be available to the SAU upon request. Buses must be repaired and serviced in a workmanlike manner. The buses must be mechanically sound at all times.

All buses (excludes passenger vans) and spares must be equipped with:

- Operable two-way radio communication systems capable of communicating from the furthest student drop off/pickup point to the main bus terminal.
- Automatic front bumper crossing arms.
- A "child checkmate" notification system.
- Digital security cameras with sound capabilities.
- Snow tires will be required on all buses during the winter months. No retread tires will be used on the front wheels of any bus.
- Seat belts when and if required by law.
- ADA capacity as necessary.

No bus/van utilized under the Contract shall be more than ten (10) years old. The SAU shall reserve the right to accept or reject any buses to be used.

Van Service

The Contractor may also be required to provide 6 or 7-passenger vans to be used for van service for students in need of individualized transportation throughout the regular school year as well the summer program. The Contractor agrees to use a commercially available 6- or 7-passenger van that has the highest overall safety rating (e.g., 5-Star Safety Rating), as determined by the National Highway Traffic Safety Administration. The Contractor shall be responsible for maintenance of the van and compliance with all federal and state laws and regulations regarding use of the van to transport students. The District may choose not to include the van services described in this paragraph in the final Contract. Bidders should complete the tables for pricing for van services in the Bid Cost Form for the District's consideration.

III. School Days

The Contractor shall be required to transport students pursuant to the Contract based upon a school year of one hundred seventy-eight (178) days within each school year. In the event, due to a change in State law or School Board decision, the school year for

pupils is extended to exceed one hundred seventy-eight (178) days, the Contractor agrees to provide transportation at the contracted per day amount.

Extended School Year (ESY) service will be provided at the per day/per vehicle rate.

The Contractor shall provide input relative to driving conditions regarding operation during inclement weather, but the decision to close school on any given day shall rest solely with the Superintendent of Schools.

In the event the SAU changes the school starting and ending times during the term of the Contract, the Contractor shall make the necessary adjustments to comply with the changed times.

IV. Times

The Contractor shall provide sufficient vehicles and drivers to maintain pupil transportation times compatible with existing schedules. The Superintendent's Office and all principals must be notified whenever buses are running late. In all cases, the safety of pupils shall take precedence over questions concerning length or times of runs. In the event the SAU changes starting and ending times for schools during the term of the Contract, the Contractor shall make the necessary adjustments to comply with the changed times.

V. Insurance

The Contractor shall procure and maintain for each school year under the Contract insurance as will protect the SAU, its School Board, and the Contractor from claims or damages because of bodily injury, including death, and for claims for damages to property, that may arise out of, or result from, the Contractor's operations under the Contract. The minimum coverages shall be as follows:

Commercial Motor Vehicle As required by law in the State of Maine.

Currently the minimum insurance requirements are:

\$1,000,000 combined single limit for school buses with 31 or more passengers,
and

\$500,000 combined single limit for school buses with up to 30 passengers.

Commercial General Liability: \$1,000,000 each occurrence/\$2,000,000 aggregate

Workers' Compensation As required by law in the State of Maine.

For vehicles (other than school buses, as defined in 29-A M.R.S. § 2301(5)) that will transport students outside of the State of Maine, the minimum insurance coverage is a combined single limit of:

(1) For vehicles with 15 or fewer passengers, \$1,500,000; and

(2) For vehicles with 16 or more passengers, \$5,000,000.

Certificates of such insurance coverages must be provided to the Superintendent prior to commencing service under the Contract and prior to July 1 for each succeeding year of the term of the Contract. Such certificate(s) shall specify that the SAU and the School Board are named in the insurance policies as additional insureds and shall guarantee thirty (30) days' notice to the School Board of termination of the insurance.

VI. Drivers

The Contractor shall provide drivers licensed and trained in the operation of school buses in general and in the operation of the specific vehicles to which they are assigned. These drivers shall be employees of the Contractor, and shall not be considered to be agents, employees or representatives of the SAU for any purpose whatsoever. Such drivers shall be of good reputation and character, shall not have criminal records and shall have clean driving records. Such drivers shall be fully qualified as school bus drivers and shall have satisfied all applicable Federal, State and local laws relating to driving of school buses. Such drivers shall be responsible for maintaining order among the pupils on their buses at all times in accordance with regulations for pupil conduct on such buses, as promulgated by the SAU.

No drivers who have been disapproved by the SAU shall be used in providing services under the Contract, and the Contractor shall promptly replace drivers who, in the opinion of the SAU, are unsuitable or are not in conformity with the Contract. The Contractor shall not be allowed extra time or compensation for completion of the work by reason of such rejection. While operating with passengers within the terms of the Contract, vehicles shall be driven at a speed that is reasonable and proper, etc., and within applicable established state limits. All drivers must be responsible adults at least twenty-one (21) years of age who are approved by the SAU.

Contractor shall employ a sufficient number of drivers and support personnel to ensure continuous and reliable service. Contractor shall take reasonable steps to prevent its employees from exposing any pupil to impropriety of word or conduct. Contractor shall not permit its drivers to violate SAU Rules and Policies, to smoke on the bus or to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus. Contractor shall regulate the use of prescription and non-prescription drugs which impair the safe operation of the bus.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that the SAU shall have the right to require Contractor to remove without cause from service under the Contract any employee, and Contractor shall agree to remove such employee forthwith. The SAU, through the Superintendent of Schools, reserves the right to determine whether the Contractor has complied with the requirement of this Section.

Contractor, at its own expense, shall have available at all times of service, a substitute driver who is familiar with applicable bus runs. No driver may be assigned to do a run

who has not previously performed the run or at least, accompanied the regular driver during the run.

The Contractor shall submit to the SAU copies of valid Maine school bus operator's licenses and State Police checks for any prior convictions of all its bus drivers. The Contractor shall submit to the Superintendent of Schools a list of regular and substitute bus drivers who may be employed by the Contractor. This list shall be submitted prior to the beginning of each school year and updated during the school year as necessary. The Contractor shall, at its own expense, have each bus driver undergo a physical examination annually prior to driving any bus. The results of said exam shall be made available to the SAU. All drivers are subject to all D.O.T. Drug and Alcohol testing which will be done on a random basis as scheduled by the National MRO Inc. The Contractor will be responsible for the costs of these tests, including time to and from the testing center.

In order that the Contractor provides professional drivers, evidence of a safety program that meets or exceeds the State requirement (currently, ten (10) hours) of "in-service" training per driver per year must be provided to the SAU on an annual basis. This program shall be in compliance with all state and local transportation codes. Such training sessions are to be scheduled throughout the year, as it is not in the best interest of the SAU or its students to have all the training hours provided in one or two lengthy sessions.

VII. Coordinator for Transportation Services

The Contractor shall employ an individual knowledgeable of pupil transportation laws and regulations of the State of Maine who will coordinate pupil transportation routes, bus schedules, and other transportation services as requested by the Superintendent of Schools. This individual will meet with school officials and parents as needed to communicate, coordinate, and assist in planning for pupil transportation services. The SAU reserves the right to approve the individual hired for this position.

VIII. Communication

The contractor is responsible for directly notifying parents, guardians, and school officials with information related to bus scheduling and route adjustments prior to their occurrence.

IX. Pupils

Ultimate responsibility for the conduct of pupils rests with the SAU. The Contractor shall assist the SAU in establishing and enforcing such rules of conduct as required ensuring the safe and orderly transportation of the pupils. The Contractor shall be responsible for the conduct of pupils while being transported. The Contractor shall report to the appropriate principal any student who fails to conduct him or herself in accordance with the rules of conduct or whose behavior endangers the safe operation of the Contractor's buses. The Contractor and its drivers shall not administer bodily punishment to any student and shall not discharge any student from a bus other than at

the student's designated stops or deprive any student of transportation except that the Contractor shall have the right with the approval of the Superintendent of Schools to withhold transportation services to any student who fails to conduct himself or herself in accordance with regulations for pupil conduct as promulgated by the SAU or whose behavior endangers the safe operation of the Contractor's buses.

The Contractor will meet at least semi-annually with the SAU for the purpose of reviewing any concerns by either party regarding student conduct, disciplinary procedures and operational procedures. Other meetings may be scheduled as needed.

The Contractor will not transport any passengers, other than students and persons authorized by the Superintendent of Schools or the SAU to be transported, on any bus while transporting the students.

IX. Pupil Training/Orientation

The Contractor shall conduct annual training sessions for pupils in such areas as safety, conduct, good riding habits, emergency procedures, etc. Classroom space and time will be made available for this activity.

X. Extra-Curricular Activities

The Contractor shall provide vehicles and drivers sufficient to transport SAU students to and from extra-curricular activities such as field trips, athletic events, etc., at the request of the SAU. The costs for these activities shall be billed according to the bid documents.

EXCEPTION – Overnight extra-curricular trips outside of Maine other than those already scheduled will be negotiated as an extra with the Contractor on an individual trip basis.

XI. Term of Contract

8he Commissioner of Education when such an extension would be beneficial to the SAU.

XII. Payments

Payment for transportation services with approved invoices shall be paid for 30 days net.

XIII. Indemnification/Hold Harmless Clause

The Contractor shall agree to obey all laws, rules, and regulations pertaining to the transportation of pupils including, but not limited to, State and municipal motor vehicle laws. The Contractor agrees to indemnify and hold harmless the SAU, all of its past, present and future School Board members, officers, agents and employees in their individual and official capacities (hereinafter individually and collectively "Indemnitees")

from any and all claims, costs, expenses, injuries, liabilities, losses and damages of every kind and description (including without limitation those based on, asserting or arising out of negligence of Indemnitees) (hereinafter in this paragraph referred to as "Claims"), including without limitation claims for property damage or bodily injury (including death), resulting from or arising out of the performance of the Contract by the Contractor, its employees, its agents, or subcontractors. Claims to which this provision applies include, without limitation, the following: (i) Claims made or asserted by any driver, contractor, subcontractor, laborer, and any other person, firm, corporation or other legal entity (hereinafter in this paragraph referred to as "person") providing work, services, materials, equipment or supplies in connection with the performance of this Contract; (ii) Claims made or asserted by any other person who may be injured or damaged by the performance of Contractor under this Contract; (iii) all legal costs and other expenses incurred by Indemnitees in connection with any asserted claims to which this provisions applies; and (iv) legal costs and expenses incurred by Indemnitees in enforcing this provision. This indemnification/hold harmless provision shall apply, without limitation, to all claims made by employees of the Contractor or of any supplier or subcontractor, in contractual privity with the Contractor regardless of any provisions of the applicable Workers' Compensation laws, and in particular regardless of the exclusive remedy and/or employer immunity provisions of those laws, all of which are expressly waived. This indemnification/hold harmless provision shall survive termination of the Contract.

XIV. Reports

The Contractor shall provide to the SAU all data necessary for completion of Maine Department of Education reports, specifically EF-T-21 and EF-T-24. Data shall include but not be limited to bus driver and student education information, bus accident information, annual mileage data including breakout of trip miles and home to school miles and bus inventory data. Reporting data shall be provided to SAU prior to July 15th of each year.

The Contractor will implement the State of Maine, Department of Education ("DOE") supplied routing software "TransFinder" (or equivalent approved by the SAU) and support the SAU in its efforts to have "TransFinder"(or equivalent approved by the SAU) be the repository for pupil transportation information available to DOE administrators and the public.

XV. Dispute Resolution

Any dispute between the parties arising out of or relating to this Contract shall be resolved in accordance with this paragraph. Either party shall give written notice of a dispute arising out of or related to this Contract by to the other party in person or by certified mail, return receipt requested. The parties shall attempt to resolve the matter through informal communication or negotiation for a period of thirty (30) days from the date of receipt of notice by the noticed party. If the dispute has not been resolved within thirty (30) days, either party may serve written notice on the other party of a request for mediation. The mediation shall be conducted in Maine by a mediator mutually agreeable

to the parties, shall not exceed one full day or two half days in length, and shall be completed within ninety (90) days from the date of receipt of notice of a request for mediation. The parties shall share the cost of the mediator, but each shall bear its own costs related to mediation. If the parties are unable to resolve the dispute through mediation, then each retains all rights and legal and equitable remedies provided by law, including the right to initiate and pursue arbitration or litigation.

XVI. Termination

The Contractor agrees with the SAU that the Contract can be terminated upon any of the following conditions:

- (A) Mutual agreement of the parties;
- (B) Failure of the Contractor to comply with any of the terms or conditions set forth in the Contract, or determination by the SAU, its sole discretion, that the Contractor is unfit, unqualified, or unable to perform the transportation needs of the SAU under the Contract, or that the Contractor is in breach of the Contract, including without limitation, arriving late at pick up or drop off locations or failing to make scheduled or extra-curricular runs. Under such circumstances, upon fourteen (14) days' written notice to the Contractor and subsequent failure of the Contractor to cure such circumstances or breach within the 14 day period, the SAU may terminate the Contract and seek other relief to which it may be entitled.
- (C) The SAU may terminate the Contract in the event of dissolution, termination of existence, or insolvency of the Contractor, or the assignment for the benefit of creditors, or the commencement by or against the contractor of any proceeding in or for bankruptcy, receivership, reorganization, insolvency, or dissolution of the Contractor.
- (D) The SAU may also terminate the contract for any reason with or without cause on 30 days' written notice.
- (E) If in the judgment of the SAU School Committee, local or State funding is insufficient in any year due to voter disapproval of or reduction to the SAU's operating budget or due to a change in the state school funding laws, the SAU School Board may terminate the transportation services contract not later than 30 days after commencement of the applicable fiscal year without penalty to the SAU. Upon such termination, neither party shall have any further obligation to the other under the Contract.

Upon any termination of the Contract for any reason not attributable to default or other failure of performance by the Contractor, the Contractor shall be paid in full for any services actually rendered to date in accordance with the terms of the Contract, which amount shall be determined by dividing the yearly contract payment by the number of

days in the current school year and multiplying that figure by the number of days on which transportation services were actually rendered and which amount shall be paid within thirty (30) days from the date of termination.

In no event shall the Contractor, upon termination of the Contract, be entitled to any payments of damages of any kind from the SAU except as specified in this section.

XVII. Adjustments

During the term of the Contract there may be situations when adjustments may need to be made to the existing Contract. Examples include: special education, extra-curricular, change in program, population shift, financial conditions, both state and local, activity bus. It is agreed that the SAU may delete, add, or operate portions of the transportation system if financial conditions warrant the change.

XIX. Miscellaneous

The Contract, including the RFP and the Contractor's proposal in response to and in conformity with the RFP, contains the entire agreement between the Parties in relation to its subject matter, and there are no other agreements or understandings, oral or otherwise, between the parties at the time of execution of the Contract.

This Contract may only be amended by mutual written agreement of the Contractor and the SAU.

The Contractor will not subcontract or assign any portion of rights or obligations under the Contract without prior written approval of the SAU, which approval may be withheld in the sole discretion of the SAU.

The Contract shall be interpreted, governed, construed, and enforced in accordance with the laws of the State of Maine, without regard to any of its conflict of laws principles.

If any provision(s) of the Contract is determined to be invalid or unenforceable in whole or in part for any reason, such provision(s) shall be severed and the Parties shall negotiate in good faith to amend the Contract so as to effect the original intent of the Parties as closely as possible. The remaining provisions of the Contract shall be unaffected thereby and shall remain in full force and effect to the full extent permitted by law.

The headings and subheadings of the sections and paragraphs of the Contract are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the agreements, terms, covenants and conditions of the Contract in any manner.

YORK SCHOOL DEPARTMENT
STUDENT TRANSPORTATION SERVICES RFP
STATEMENT OF EXPERIENCE AND ABILITY TO PERFORM

Name of Bidder: _____

1. How long has this company been in the School Bus Transportation business? _____
2. How many school buses does the company currently own? _____
Attach a current inventory of buses that are available for the Contract with the SAU including make, model, passenger capacity, year, and mileage.
Can the company meet the needs of the SAU as described in the RFP? Yes___ No___
3. Names of school systems to which this company has been or is currently under contract with number of buses and school years covered by contract (attach separate document, if needed):

a. _____	No. of Buses: _____	Years of contract: _____
b. _____	No. of Buses: _____	Years of contract: _____
c. _____	No. of Buses: _____	Years of contract: _____
4. Attach a list of three (3) additional references with contact names, addresses, phone numbers and email addresses.
5. List current insurance coverages and insurance carriers:

General Liability: _____	Insurer: _____
Motor Vehicle Liability: _____	Insurer: _____
Property Damages/Bodily Injury: _____	Insurer: _____
Workers' compensation: _____	Insurer: _____
Other: _____	Insurer: _____
Other: _____	Insurer: _____
6. Attach a description and location of the company's plan for parking/garaging of vehicles used to provide transportation services.
7. Attach a description and location of the company's maintenance facility that will be used to service and maintain vehicles for the SAU.
8. Attach a description and location of the company's dispatch office that will be used to administer and coordinate transportation services for the SAU.
9. Attach a description of the company's safety training plans for students and drivers that you propose to implement.
10. (Optional) Provide any additional information about the company and/or its employees that may help inform the SAU about the company's relevant experience and ability to perform the services described in the Specifications of this RFP.

[SAU]
STUDENT TRANSPORTATION SERVICES RFP
BID COST FORM

Name of Bidder: _____

A. Alternate Bid for Van Services

Routes will be individually awarded by destination school

Students	Students			2023/2024	2024/2025	2025/2026	2026/2027	2027/2028
<u>PK-4</u>	<u>5-12+</u>	<u>School</u>	<u>Address</u>	<u>\$ Per day</u>	<u>\$ Per day</u>	<u>\$ Per day</u>	<u>\$ Per day</u>	<u>\$ Per day</u>
1		Waban	5 Dunaway Dr, Sanford, ME 04073					
	2	Sweetser	50 Moody Street Saco ME 04072					
	2	Aucocisco	126 Spurwink Ave, Cape Elizabeth, ME 04107					
	1	Margaret Murphy Center	60 Industrial Park Rd, Saco, ME 04072					
	1	Monarch School of New England	105 Eastern Ave, Rochester, NH 03867					
		Mary Hurd	77 High St, North Berwick, ME 03906					

Extra curricular trips

Price per bus per hour	Price per mile	School Year
\$		2023-2024
\$		2024-2025
\$		2025-2026
\$		2026-2027
\$		2027-2028

YORK SCHOOL DEPARTMENT
STUDENT TRANSPORTATION SERVICES RFP
GOOD FAITH STATEMENT

To: Superintendent of Schools
YORK SCHOOL DEPARTMENT

Dear Superintendent:

The undersigned represents that this proposal is made in good faith, without fraud, collusion or connection of any kind with any other bidder for the same work; that this company is duly informed with respect to the specifications contained in the RFP issued January 26, 2023, for furnishing student transportation services to the SAU, and that examinations and estimates have been made based upon these specifications.

The undersigned understands that the SAU reserves the right to reject any or all proposals; call for re-bids; cancel the RFP; negotiate with any bidder; exercise its judgment in evaluating proposal; waive any nonmaterial irregularities in a proposal; and award a contract to a bidder even though the proposal is not the lowest cost if such award is in the best interest of the SAU.

The undersigned certifies that the prices contained in this proposal have been arrived at independently without consultation, communication or agreement with any other bidder, and that the prices in the proposal have not been and will not be disclosed by the bidder, directly or indirectly, to any other bidder before bid opening or contract award unless otherwise required by law.

With the above understanding, the undersigned proposes to furnish the SAU with student transportation services, and to comply in all respects with the specifications provided for the sums stated on the Bid Form.

Company _____

Address _____

Signature _____

Name (printed) _____

Title _____

Date _____