

**CUBA-RUSHFORD CENTRAL SCHOOL DISTRICT
5476 ROUTE 305
CUBA, NEW YORK 14727**

BIDS TO BE OPENED

At: 2:00 P.M.
Date: June 7, 2018
Place: Board Room, Cuba-Rushford Middle High School, Cuba, NY 14727
Award Date: June 12, 2018

**SPECIFICATIONS AND BID FORMS
FOR**

Student Transportation

To furnish **daily student transportation** to Pioneer Middle School for students in the Cuba-Rushford Central School District for the 2018 - 2019 School Year.

Submit Bid to:

Business Official
Cuba-Rushford Central School District
5476 Route 305
Cuba, NY 14727
(585) 968-2650 Ext. 4412

BID NAME AND DATE MUST BE CLEARLY MARKED IN LOWER LEFT CORNER OF SEALED ENVELOPE. SIGNED BID PROPOSAL CERTIFICATE MUST BE ENCLOSED WITH BID.

NOTICE TO BIDDERS

The Board of Education of the Cuba-Rushford Central School District (in accordance with Section 119-0 of the General Municipal Law) hereby invites the submission of sealed bids for:

“Student Transportation”

To furnish **daily student transportation** to Pioneer Middle School for the 2018 - 2019 School Year.

Bids will be received until June 7, 2018, at 2:00 P.M. at the Cuba-Rushford Central School District Board Room, 5476 Route 305, Cuba, NY 14727, at which time and place all bids will be publicly opened. Specifications and bid forms may be obtained from the Internet on the website www.crcs.wnyric.org. The Board of Education reserves the right to reject all bids.

Cuba-Rushford Central School District

5476 Route 305

Cuba, NY 14727

Diane Weatherell, Business Official

INSTRUCTIONS TO BIDDERS

1. OPENING OF BIDS

- A. All bids will be opened at the time and place set forth in the advertisement. Every bid received before that time, or authorized postponement thereof, will be publicly opened. Bidders and other persons properly interested may be present in person or by authorized representative.
- B. The owner may consider informal any bid not prepared and submitted in accordance with any provision hereof, or may waive any informality in or reject any or all bids. Any bid may be withdrawn prior to the advertised time of bid opening or authorized postponement thereof. *Any bid received after the time and date specified will not be considered and will be returned.*
- C. Conditional bids will not be accepted.

2. PREPARATION OF PROPOSAL

- A. Proposals must be submitted on prescribed forms or facsimiles thereof. All blank spaces must be filled in, in ink or typewritten, in figures where so indicated. Vendors may duplicate this form on their system as long as it includes all the information we require. Vendors need only return pages or sections that apply to their bid proposal.
- B. Each proposal must be submitted in a sealed envelope and shall have clearly designated on the outside of the envelope the name and address of the bidder, the name of the bid (2018-2019 Student Transportation Bid, Attention: Diane Weatherell, Business Official, for which the proposal is submitted, and the date and time of the bid opening.
- C. Proposals forwarded by mail must have a sealed bid envelope containing the proposal and labeled as directed above enclosed within the mailing envelope addressed to the owner. Registered mail is recommended. **Cuba-Rushford Central School District mail arrives in the afternoon.** It is recommended that if you choose to use regular mail, you plan on having it arrive a day early. It is also recommended that if you choose to use Federal Express, you plan on having it arrive a day early, as we are not a 10:00 guarantee area. UPS next day is the best overnight choice.
- D. Each proposal must include a signed Non-Collusion Statement, a copy of which is included with these instructions.

3. OBLIGATION OF BIDDERS

- A. At the time of the opening of bids, each bidder will be presumed to have read and to be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the submitted bid.

4. **METHOD OF AWARD**

A. Bids will be awarded after review and recommendation by the specification committee. Decisions of the committee will be final. If a bid is received for any items in any given list, the award will be made to the lowest qualified/responsive/responsible bidder in part or in whole who meets all the terms of the specifications as determined to be in the best interest of the school district.

5. **BID EXCEPTIONS**

A. All exceptions to the bid must be clearly identified. If the exception is covered by a clause, sentence, or paragraph in the bidder's documentation, such clause, sentence or paragraph must be referenced next to the exception.

6. **NOTIFICATION**

A. After acceptance by the Cuba-Rushford Central School District Board of Education, a listing of awarded items will be posted to the website at www.crcs.wnyric.org. The scheduled date for the Cuba-Rushford Central School District Board meeting is June 12, 2018. Purchase orders from the Cuba-Rushford Central School District that are received after this date, (but before award notification has been sent) that reference the bid identification and bid price, will constitute an indication of award.

7. **EFFECTIVE DATES**

A. The bid effective dates will be the remainder of the *2018 - 2019 School Year*.

SPECIFICATIONS AND CONDITIONS

1. **Bid Instructions** - The attached bid forms identify the items and estimated quantities that we wish to purchase. The bidder may bid on any or all routes. The Board of Education reserves the right to reject any and all bids, in whole or part.
2. **Pricing** - The bidder shall insert the price for each route in the area provided on the bid form. The price used as the vendor's bid will be the one listed in the space provided on the "bid form." Please price according to the unit of measure indicated for each area. No additional charges will be allowed. No charges will be allowed for federal, state, municipal, sales or excise taxes from which the district is exempt. Bid pricing will be effective as previously stated.
3. **Liability Insurance** - Each bidder who bids on the service must show proof of liability insurance with their bid. The successful bidder will be asked to submit a Certificate of Insurance prior to any work beginning. There shall be no gaps or lapses in coverage at any time. Should there be a break in coverage for any reason, the successful vendor must cease operations immediately and contact the district. No business may be conducted until such time as the deficiency has been restored as specified.
4. **Hold Harmless** – The bidder agrees to save, defend, keep harmless, and indemnify the district and the participating districts and all their agents from any and all claims, however caused, resulting from or in any way connected to the awarded bidder's performance of the contract.
5. **Service** – The contractor shall furnish all labor, materials, equipment, and supervision required to complete the project complying with the outlined specifications and details including the district's needs.
6. **Omissions** – Products and services which are not specifically requested in the bid, but which are necessary to provide the functional capabilities of the items proposed by the vendor, will be included in the bid.
7. **Non-Assignment** – In accordance with NYS General Municipal Law 109, at no time during the duration of any contract resulting from this bid shall the successful vendor be allowed to assign any portion of the contract to a third party without express written consent of the district.
8. **Iran Divestment Act** – By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities/pdf>, and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should Cuba-Rushford Central School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, Cuba-Rushford Central School District will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then Cuba-Rushford Central School District shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default.

Cuba-Rushford Central School District reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

BID SPECIFICATIONS

LABOR REQUIREMENTS

1. The Company awarded the contract shall and will be required to conform to the “Labor Laws”, as amended, of the State of New York, and shall also comply with all rules and regulations, and Labor Laws of the Federal Government, and the various acts amendatory and supplementary thereto, and all other laws, ordinances, and legal requirements.
2. The Contractor shall indemnify and hold harmless the Board from any and all claims, demands, actions, loss and damage arising by reason of a breach of any of the provisions of this Article. Should such eventuality occur, this Contract may be cancelled or terminated by the Board and all money due or to become due hereunder shall be forfeited by the Contractor.

INSURANCE

1. The Contractor shall carry Comprehensive Automobile Public Liability Insurance with bodily injury on an “Occurrence” basis in accordance with the limits described below, and Workmen’s Compensation Insurance as prescribed by the Statutes of the State of New York.
2. Limits of Liability Insurance shall be at least \$1,000,000 per person, \$3,000,000 per accident, and \$500,000 property damage liability per accident. It is also required that the successful bidder includes the Cuba-Rushford Central School District as an additional insured. The Certificate must indicate that prior to non-renewal or cancellation of these policies, at least thirty (30) days advance written notice shall be given to the Cuba-Rushford Central School District before such change shall be effective. Premiums for such insurance are to be paid solely by the Contractor and the certificate should state this.
3. The Board shall from time to time have access to office records, payrolls, etc. of the Contractor to further determine that all drivers are covered by Social Security and Workmen’s Compensation and Disability Benefits. Any examination of said records shall be done only on reasonable notice to Contractor and in no event less than three (3) days prior to said examination.
4. The Contractor agrees to hold the Board, its officers and employees harmless, and agrees to defend and indemnify such interests against claims actual or alleged, arising out of incidences involving bodily injury or other personal injuries or damage to property of others wherever situated, arising out of the existence or maintenance of bus routes or automotive equipment owned, rented, leased, or used by the Contractor under this contract to the extent of the limits of liability set forth in the contract irrespective of the negligence of the Contractor or of the Board of Education, its officers or employees.

AWARD OF CONTRACT

1. The award will be made to the lowest qualified/responsive/responsible bidder in part or in whole who meets all the terms of the specifications as determined to be in the best interest of the Cuba-Rushford Central School District. In order to assist in the selection of a contractor, the Cuba-Rushford Central School District may ask vendors to provide financial status, condition and number of vehicles, qualifications and availability of drivers, length of operation in handling school district transportation, and general reputation obtained through references from other employers, as well as amount of bid.
2. The Contractor hereby avers to and declares that he has not colluded with any party or parties regarding the formulation of this bid nor has he communicated with any party or parties with respect to the contents therein other than his employees, agents, or surety on the bond.

3. The Board may make such investigation as it deems necessary to determine the ability of the bidder to perform the work in connection therewith. If the bidder does not currently own or have access to sufficient equipment and/or personnel to complete this contract using the parameters listed, the bidder shall furnish to the Cuba-Rushford Central School District data outlining their plan to acquire said equipment and personnel as part of their bid submittal. The Board reserves the right to reject any or all bids.
4. Any contract awarded to any bidder shall not be binding until the same has been approved by the Board and Commissioner of Education.
5. In the event of any reason causing the interruption of service or operation, the Board has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the Contractor.

DRIVERS

1. A list of drivers may be requested by the Cuba-Rushford Central School District for approval prior to service implementation.
2. Each driver or operator shall be of good moral character and physically and mentally fit to operate a vehicle transporting school children. Each driver or operator may be subject to the approval of the Board, which said approval may be withdrawn at any time for any cause.
3. All drivers shall have the necessary qualifications and be licensed for driving public vehicles for hire and school buses in the State of New York and shall be required to have on file with Contractor, subject to inspection by the Cuba-Rushford Central School District, results of annual physical examinations and three letters of reference attesting to each driver's morality and character, as required by the regulations of the Commissioner of Education.
4. All drivers of school transportation conveyances shall be at least 21 years of age.
5. The Board reserves the right to have the Contractor suspend, pending investigation, any driver who provides unsatisfactory services, or who does not meet all of the above qualifications. Subsequent to suspension, results of investigatory reports shall be made in writing to the Board no later than forty-eight (48) hours following such suspension.
6. All drivers employed in the performance of this contract shall be available for meetings and/or interviews, as called for by the District's Superintendent, at the Contractor's place of business.
7. Contractor shall comply with all federal and state mandates for drug and alcohol testing of drivers, including but not limited to the requirements of the Omnibus Transportation Employee Testing Act of 1991.
8. The contractor shall at all times have stand-by drivers in the event of mechanical or other difficulties to maintain and provide the services that are required under this contract.

BUSES

1. All motor vehicles to be used and all transportation operations must comply with the requirements of the New York State Department of Transportation, the New York State Department of Motor Vehicles, as well as with all laws and regulations of agencies of the State of New York pertaining to the transportation of school children.
2. Buses must be made available for inspection by the Board before the contract is executed, and at any time thereafter should the Board require such inspection.
3. No commercial advertising or emblems shall appear on the interior or exterior of buses when being used to transport pupils. (This is not to include trade name or emblem of contractor.)
4. The Board reserves the right to increase or decrease the number of buses and/or students and to alter or modify any transportation schedules at its discretion.
5. In the event the bidder does not have the required number of buses to fulfill this contract at the time of submission of bid, the Board requires that the bidder supply satisfactory evidence that he will have the required number of buses prior to the beginning of the contract period or beginning of service.
6. All buses must be equipped with approved mirrors and safety devices to protect the lives of the children being transported.
7. Under the terms of the specifications, no bidder may lease, hire, or subcontract for the use of any vehicles that will be used in connection with transportation as mentioned in these specifications unless authorized in writing by the Board or its designated representative.
8. If required, the bidder must be able to provide ADA wheelchair-equipped vehicles and must be able to secure wheelchairs against movement for children transported with the device but not in it during transport.
9. Buses shall be cleaned on the interior at least daily and have exteriors washed at least once per week. Buses shall be maintained in a clean condition at all times.

MAINTENANCE

1. All contractors bidding upon these specifications must comply fully with the maintenance rules and regulations of the New York State Department of Transportation.
2. Contractor shall own or have leased conveniently accessible to Cuba-Rushford Central School District, garage or maintenance stations properly equipped for the servicing and maintenance of all vehicles. Such maintenance services shall at all times be in conformity with Rules 720 and 721 of the Rules Governing the Safety of Motor carriers of Passengers of the Public Service Commission.
3. The Board reserves the right to inspect the Contractor's maintenance records and make any other checks and inspections the Board deems advisable or necessary to assure maximum safety and efficient operation of the Contractor's equipment.

ROUTING AND SCHEDULING

1. All vehicles, personnel and routing are subject to continuous supervision and approval by the Board. A list of the routes shall be provided to Cuba-Rushford Central School District prior to service implementation.
2. The Contractor must furnish the School District with the mileage (to the nearest tenth) and a student count for each route when requested by the Board.
3. The Board reserves the right to inspect any and all of the Contractor's individual school routes, bus trip sheets, bus schedules, and all other records the Board may deem advisable or necessary to assure efficient operation and compliance of the contract.
4. Upon request by school authorities, Contractor shall revise routes and pick-up times at any time during the school year.
5. All routes should be arranged so as to minimize each student's length of time on the bus.
6. Routing and scheduling should be such as to maximize the number of students transported in the vehicle; including wheelchair-equipped vehicles when required.

SAFETY

1. The Contractor shall comply with all present and future rules and regulations of the State Education Department, the Department of Transportation, and the policies of the district.
2. All buses operated under this contract shall come to a full stop before crossing the tracks of any railroad; or before crossing any state highway that is not controlled by a traffic officer or a traffic signal.
3. All drivers must obey all speed limit regulations for school bus student transportation.
4. Bus drivers must remain on the bus at all times when children are aboard.
5. When a driver leaves his seat, he must shut off the engine, secure the brakes, and close the door.
6. Drivers shall be required to supervise and control the proper loading and unloading of pupils.
7. Drivers may be required to run and operate wheelchair lifts.

8. Drivers shall be required to hook up any wheelchairs that are on the bus.
9. Drivers shall be instructed to cooperate with designated school personnel, such personnel to be agreed upon by the Contractor and the Board.
10. All children are to be picked up and dropped off only at designated stops.
11. Buses will hold emergency drills at such times and locations as designated by school officials. Drills will be supervised by members of the School Staff and drivers must participate.

OPERATING MATTERS

1. It shall be the responsibility of the Contractor to immediately supply **the District Business Office designee** with all information regarding any accident or incident that might occur with the bus while transporting pupils or an injury that might be sustained by pupils riding the bus.
2. In the event of mechanical failure, stand-by buses meeting all of the above requirements must be available within fifteen (15) minutes' driving time from the District boundary.
3. The Contractor must provide Emergency "On the Road" Procedures with their bid forms.
4. The Contractor shall not combine ANY of the contracts, add another contract, or add another rider(s) not subject to this contract, without the written permission of the Board.
5. The Contractor must report to the School Business Office, in writing, any traffic violations by bus drivers while in the performance of this contract. Such notice must be made within forty-eight (48) hours.
6. The Contractor will be required to consult the school district Transportation Manager or the designee, during the times of inclement weather, about road conditions and the potential of delaying or closing school. The Contractor shall be responsible for providing the regularly scheduled buses in the event that schools are closed early in any school day due to weather conditions or other emergency declared by the Superintendent of Schools. It is understood that time is of the essence in providing such buses, and that such buses will be provided as soon as possible, but in no event will the arrival of the buses at the designated location within the District be more than one (1) hour after notification is given to the Contractor by the district.

GENERAL

1. This bid is for the 2018-2019 School Year for home-to-school transportation.
2. The foregoing item, comprising "Instructions for Bidders" shall be deemed to be part of any contract which may be awarded by the Board of Education and the submission of a bid for transportation services to be rendered shall constitute an acknowledgement of compliance with said Instructions and Specifications.
3. Any questions relating to the interpretation of specific items will be addressed in writing to Business Official, 5476 Route 305, Cuba, NY 14727.

4. Upon request by school authorities, the Contractor shall furnish the district with any information, including but not limited to, employee payroll, employee lists, employee records, etc.
5. The District reserves the right to change or modify its schedule to meet its educational requirements. During the term of the contract, the District may add or delete students as needed to meet the demands of the program. If additional buses are required, charges from the Contractor will be based on the student per day basis as indicated on the bid form.
6. The Contractor should know the Cuba-Rushford Central School District is providing a good-faith estimate of the required services. Changes in circumstances can occur due to, but not limited to, enrollment changes, ADA requirement changes, school schedule changes, school district employee contract changes, traffic and construction demands, etc. The successful bidder guarantees that they will be able to accommodate a variety of changes over the life of the contract and provide additional vehicles as “adds”, reduce vehicles as “deletes”, or modify daily usage schedules as needed, according to the prices awarded in the bid.
7. The District reserves the right to add, delete, or modify bus monitor services from any of its bus routes as it sees fit. If additional monitors are added, charges from the Contractor will be based on the monitor per day basis as indicated on the bid form.
8. The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. For the DOT inspections of the Contractor’s fleet, the Contractor shall submit a copy of its New York State Department of Transportation Bus Inspection System Operator Profile (for the fleet servicing the District.)
9. The Contractor will also provide when required: a) District-wide mid-day dismissals, b) Early dismissals as per calendar provided by the District and late activity dismissals as per published schedules, c) Early dismissals of any and all schools for parent conferences, special events, emergencies, etc., d) Comparable transportation for non-public schools on days when public schools are closed for any reason, e) Pick-up and Dismissal as required during June examination week in the high school, and e) Dismissal as required during June examination week at the middle and elementary schools of the District as well as any and all non-public schools to which transportation is provided under the Contract. The Contractor shall consult with the District in the matter of Emergency closings and early dismissals during times of inclement weather.
10. Instances of failure to adhere to the bus schedule or any part of this contract shall constitute a breach of contract.

VENDOR IDENTIFICATION FORM

Cuba-Rushford Central School District "Student Transportation Bid," 2018-2019 School Year
To be opened June 7, 2018 at 2:00 P.M.

Vendor Name: _____

Vendor Address: _____

Phone: _____

Fax: _____

Contact Name _____ Number _____

Federal or Tax ID # _____

Name of Person _____

Who Completed Bid: _____

Please Print

Signature/Title: _____

E-mail Address: _____

M/WBE Designation: Minority Owned _____ Women Owned _____

Vendor Bid Number: _____ (if required)

At the time of the opening of bids, each bidder will be presumed to have read and be thoroughly familiar with the contract documents. The failure or omission of any bidder to receive or examine any form, instrument, or document shall in no way relieve any bidder from any obligation in respect to the submitted bid. By submitting a bid, the vendor understands and agrees to all terms, conditions, and stipulations contained herein. I understand that if I do not adhere to these guidelines, or if the level of service provided by my company falls below a satisfactory level, my company's future status will be affected with all Districts involved.

Signature: _____ Date: _____

THIS FORM MUST BE SIGNED AND RETURNED WITH:

- Vendor Identification Form
- Signed Non-Collusive Bidding Certificate
- Copy of Certificate of Liability Insurance
- Indemnification Agreement
- Iran Divestments Act Certificate
- Bid Form (Attached form or your Prepared Document)
- New York State Department of Transportation Bus Inspection System Operator Profile
- "On the Road" Emergency Procedures
- All Forms Indicated throughout the Specifications

Pioneer Middle School
STUDENT TRANSPORTATION BID DETAILS

- This bid is intended to provide for school bus services for the safe transportation of students to the Pioneer Middle School, Yorkshire, NY.
- The District is requesting prices on a daily round trip for the first student as identified on the bid form. Bidders will also submit a price on a daily round trip for an additional student, and a daily round trip monitor, as identified on the bid form in the event the District determines it is necessary to add students and/or monitors.
- Route will begin September 2018.

ROUTE DETAILS

School District Transportation Fact Sheet:

Type of School*	Destination School	School Address	City, State, Zip
2	Pioneer Middle School	12132 Old Olean Road	Yorkshire, NY 14173

*Type Codes:

- 1 - In-District Public
- 2 - Special Education

School District Route Information

Route	Description	# Monitors Required	Estimated # Miles AM	Estimated # Miles PM	Estimated # Students	Estimated # Stops
Farmersville Station Home to Pioneer Middle School	Daily	N/A	13	13	1	1

- Maximum amount of students per bus – 15 students
- Maximum amount of time for each student on bus – 1 hour
- No monitors are required.

Cuba-Rushford Central School District reserves the right to add or delete students at any time.

Pick-up of the students will not begin earlier than 6:30 a.m. Students will arrive at their destination at least five (5) minutes prior to the beginning of the school day. The bus driver will be at the schools at least five (5) minutes before the end of the school day for student pick-up including early dismissal.

Pick-up dates and times may vary with schedules from Pioneer Middle School and will be released as soon as route begins.

Pioneer Middle School
BID FORM AND AFFIDAVIT

Pursuant to the advertisement published in the newspaper requesting proposal for school transportation to Pioneer Middle School for students in the Cuba-Rushford Central School District the Bidder proposes to furnish transportation as described in the:

Pioneer Middle School
Student Transportation Bid Details.

EQUIPMENT

Chassis	Body	Year	Pupil Capacity
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DAILY TRANSPORTATION

Cost per DAILY round trip for first student: \$ _____

Cost per DAILY round trip for each additional student: \$ _____

Cost per DAILY round trip for monitor: (if needed) \$ _____

TOTAL COST \$ _____

Signature _____

Print Name _____

Title _____

Company Name _____

Address _____

Phone _____

E-mail _____

Name of or Office with Contact* _____

Phone Number of Contact* _____

*Contact is the name of the person or office we will use to make transportation arrangements.

IRAN DIVESTMENT ACT CERTIFICATION

By submission of this bid, (Student Transportation Bid, 2018-2019 School Year), or by assuming the responsibility of a Contract awarded hereunder, each bidder and each person signing on behalf of any bidders, certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief:

That each bidder/contractor/assignee is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list created pursuant to paragraph (b) subdivision 3 of section 165-a of the New York State Finance Law and posted on the OGS website at <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended. (See paragraph 31 in the specifications and conditions section of this document.)

NAME OF COMPANY: _____
Individual or Legal Name of Firm or Corporation

MAILING ADDRESS: _____

CITY/STATE/ZIP CODE: _____

BY: _____
Signature of Representative of Firm or Corporation

NAME: _____ TITLE: _____
Please Print Please Print

DATED: _____

SWORN to before me this

_____ day of _____ 20__

Notary Public: _____

INDEMNIFICATION AGREEMENT

The Contractor agrees:

(a) that except for the amount, if any, of damage contributed to, caused by, or resulting from the negligence of the Cuba-Rushford Central School District, the Contractor agrees to indemnify and hold harmless the Cuba-Rushford Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and

(b) 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 the Agreement and to bear all other costs and expenses related thereto.

COMPANY NAME

AUTHORIZED SIGNATURE

DATE

NOTARY PUBLIC

DATE