

**BOARD OF EDUCATION  
UTICA CITY SCHOOL DISTRICT  
929 York Street  
Utica, NY 13502**

**SPECIFICATIONS AND BID PROPOSAL FORM FOR THE  
TRANSPORTATION OF PUPILS – SPECIAL  
TRANSPORTATION RUN**

**Remainder of 2023-24 School Year (12/20/2023 – 06/30/2024)**

Bids will be accepted until 10:00 a.m. on January 19, 2024

Dated: January 3, 2024

**SECTION II**  
**CONTRACTOR'S RESPONSIBILITIES**  
**GENERAL PURPOSE OF THIS SPECIFICATION**

- Bid Proposal Form Prices to include all transportation costs including but not limited to drivers, nurse aid and vehicle) to transport a student to and from St. Margaret's Center, 27 Hackett Blvd, Albany, NY 12208, to the Langan School located at 314 S Manning Blvd, Albany, NY 12208. The student's school day at Langan School begins at AM Pick up Time-8 AM @ St. Margaret's Center .PM Pick-up Time- 2 PM @ Langan School (2 runs per day would be required (AM Run & PM Run as it is approximately a 45 -minute travel time) The bus must be wheel chair accessible.

The award will be based on the lowest responsive and responsible bid.

## SECTION II CONTRACTOR'S RESPONSIBILITIES

- A. All conditions and specifications attached hereto will be incorporated and made part of any contract awarded by the Board of Education of the Utica City School District. The submission of a bid proposal for transportation services to be rendered shall constitute an acknowledgement of compliance with said conditions, specifications, and instructions herein cited. The timeline for the Request for Proposals is as follows:

- Bid Issued: 1/4/24
- Deadline to Submit Written Questions: 1/15/24
- Respond to Written Questions: 1/16/24
- Submission of Bid and Bid Opening: 1/19/24 at 10:00AM
- Award the Contract: 1/23/24

- B. The Board of Education of the Utica City School District reserves the right to award in whole or in part, to waive any informalities in, and/or to reject in whole or in part any or all bids and to re- advertise for new bids, or to accept that bid which in its judgment is for any reason best for the interests of the district.

C. Form of Proposal

1. Proposals must be submitted on forms attached hereto in a sealed envelope bearing on the outside the name and address of the bidder.
2. All bid prices shall be dated and written in ink or typed. Signatures shall be in ink and in longhand and must be signed by the chief executive officer of the bidding company. Proposals, which are incomplete, conditional, vague, or obscure, may be rejected as being informal. No oral, faxed, or telephone bids or proposals will be considered.
3. All maps, specifications, transportation routes, and all other documents and information pertaining to the contract are available at the Administration Building of the Utica City School District 929 York Street Utica, NY 13502, and all bidders will be presumed to be fully familiar with all of said documents, provisions, and regulations in connection with the bid solicitation, and any failure or omission on the part of any bidder in that regard will in no way whatsoever relieve bidder of said obligation thereto. The district will provide the successful bidder with current lists, student numbers, and routes.
4. In accordance with Section 103-d of the General Municipal Law and 305 of the Education Law, it is necessary for each bidder to sign a non-collusive bidding certificate, which is furnished herein. Bidders shall also sign an Iran Divestment Act Certification, which is also furnished herein.
5. Sealed proposals will be received by the Board of Education or designee in the Building located at 929 York Street Utica, NY 13502, no later than 10:00 a.m. on January 19, 2024 at which time they will be opened and publicly read.
6. Whether sent by mail or any other means, the bidder assumes responsibility for having his/her bid received by the district by the appointed time. Any bids received after the time and date herein designated will be returned to said bidder unopened.
7. Bids shall be firm and viable for a period of sixty days from the date of the bid opening.
8. The Utica City School District is an equal opportunity organization that does not discriminate on the basis of race, creed, sex, age, handicapping condition, or national origin in admission or access to, or treatment or employment in, programs and activities.

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9. All questions pertaining to this bid specification must be submitted in writing to Acting Superintendent, Dr. Kathleen Davis at [Kdavis@uticaschools.org](mailto:Kdavis@uticaschools.org).
10. The school year will end June 30th. The school calendar will be provided to the successful vendor.
11. Currently, the special transportation run requested is as follows:

Transportation of a student to and from St. Margaret's Center, 27 Hackett Blvd, Albany, NY 12208, to the Langan School located at 314 S Manning Blvd, Albany, NY 12208. The student's school day at Langan School: begins at Time-8 AM @ St. Margaret's Center .PM Pick-up Time- 2 PM @ Langan School. . (Two 2 runs per day would be required (AM Run & PM Run as it is approximately a 45 - minute travel time).The bus must be wheel chair accessible.

12. The Board of Education reserves the right to reject any or all bids. The Superintendent of Schools will represent the Board of Education in all matters pertaining to the performance of the contract.
13. Only vehicles listed in this proposal or approved replacements shall be used. All vehicles used in transporting children must be inspected and approved by the N.Y.S. Department of Transportation.
14. Along with claimant vouchers, a schedule of trips provided must be submitted by the fifth day of the month for services performed during the previous month. This shall include listing the trips taken, the bus number, name of student(s), school location, time out, time in, and total miles driven. Payment for travel will not be processed each month until the above-cited schedule has been received.
15. Billing must be received by the fifth day of the month in order for payment to be made by the third week of the month for the previous month's travel.
16. The contractor agrees that, in selecting its employees to perform the tasks and services contained in this agreement, it will not discriminate against an otherwise qualified person on the basis of physical handicaps or other physical limitations. The contractor further agrees that it will make reasonable accommodations to the known physical or mental limitations of qualified, disabled applicants and/or employees and will document any specific, reasonable accommodation requested, made, or denied and the basis for such denial.
17. While transporting Utica City School District students, the contractor is not allowed to transport any other fares, unless specific permission is obtained in writing.
18. Transportation is to be furnished each day school is in session during the School District's academic calendar.
19. The successful bidder will be furnished a list of students indicating dates, hours, addresses for pick up and drop off, and attending school. **The successful bidder will establish the routing schedule in consultation with the School District.**
20. Vehicles must arrive promptly at the designated times.
21. All busses or vehicles must be equipped with two-way radios, UHF and cameras provided by the vendor.



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### D. Insurance

1. The contractor shall identify, defend, and hold harmless the Utica City School District for any and all claims, loss, cost, expense, or damage of any kind resulting from or arising out of performance of the contract by the contractor, its officers, agents, servants, or employees, and must produce evidence satisfactory to the district that insurance therefore has been secured thirty days before any vehicles are placed in operation by the transportation company under the terms of this contract.
2. Insurance coverage described herein must be effective and maintained with insurance companies licensed by the Insurance Department of the State of New York as admitted insurers and said insurers must comply with the requirements of the Utica City School District and the N.Y.S. Department of Education.
3. With respect to compensation insurance, the contractor shall procure and maintain standard Workers' Compensation insurance that meets the requirements of the Workers' Compensation Law of the State of New York and any other state or federal body having jurisdiction.

In addition to the above insurance required by the contract documents, the contractor shall procure and maintain a policy of comprehensive general liability insurance, in form and content acceptable to the Utica City School District, insuring the district for the contractor's negligence with respect to the work and the project in an amount not less than \$5,000,000.

4. As to automobile liability, the contractor shall effect and maintain automobile liability insurance with minimum limits as described below. Such insurance shall include comprehensive automobile liability coverage on all busses and other vehicles owned by the contractor. The insurance also shall cover any liability arising out of the use of hired or non-owned busses, as might be used incident to the completion of the contract. The interest of the district shall be added as an additional insured under the policy. This shall be evidenced by attaching an original, signed endorsement from the insurance company to the Certificate of Insurance required hereafter.
5. As to minimum automobile liability limits, the contractor shall furnish satisfactory evidence of insurance with contingent liability endorsement covering the district with companies approved by the Board of Education as follows:
  - a. Public liability insurance in the minimum amount of five hundred thousand dollars (\$500,000) per person per accident;
  - b. Bodily injury and accidental death in the minimum amount five million dollars (\$5,000,000) for more than one person per accident;
  - c. Property damage in the minimum amount of fifty thousand dollars (\$50,000).
- d. The limits as outlined herein are strictly minimum amounts. The district encourages the use of higher limits and assumes no liability in the event that claims are presented against the contractor for amounts in excess of these minimum limits.
6. The contractor shall furnish copies of certificates verifying such coverage in a form satisfactory to the district which shall state:
  - a. That the policy will not be cancelled and the coverage there under will not be reduced without giving twenty days' notice to the district.
  - b. That a similar twenty days' notice will be given to the district prior to the expiration of the policy if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal.

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- c. Such certificate shall show the name and address of the insured contractor, the policy number, the type of coverage, the inception and expiration date, and it shall clearly state what, if any, coverage are excluded by endorsement or otherwise, except those that appear in the standard printed policy form itself. The district reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage, and the contractor agrees to assist, if necessary, in obtaining any such desired information.
  - d. At the option of the district, the twenty days' notice as required by this section may be reduced to ten days' notice as to the compensation insurance policy.
  - e. Endorsement required with respect to automobile liability insurance shall indicate that the district has no responsibility for the payment of premiums.
  - f. Premiums for all insurances shall be payable by the contractor.
- E. Assignment: Neither the contract nor any interest therein or payments to be made there under shall be assigned, transferred, or otherwise disposed of without prior written consent from the Utica City School District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the district.
- F. Method of Payment: Along with the claim vouchers, a schedule of trips provided must be submitted at least once per month to the Utica City School District listing the previous month's trips. The schedule must contain the route (bus) number, date of trip, time per route, and miles driven per route.

Payment for services will not be processed each month until the above schedule has been received. Billing and signed voucher must be received by the business office the first Friday of the month to allow payment by the third week of the month.

In addition, the contractor must supply each month a bus/route with the actual ridership versus the computer printout.
- G. The conditions of this agreement are such that the contractor, or its representative or assignee, shall well and faithfully perform the said agreement and all modifications, amendments, additions, and alterations thereto that may hereafter be made, according to its terms and true intent and meaning, and shall fully indemnify and save harmless the district from all costs and damage which it may suffer by reason of the contractor's failure to do so, and shall fully reimburse the district for all outlay and expense which the district may incur in making good any such default.
- H. The district shall have the right to declare the contractor in default on whole or any part of the contract, as follows, but not limited thereto:
  - 1. Failure to provide safe, efficient, and punctual service or services in violation of the specifications shall be sufficient cause for cancellation of individual contractors at the discretion of the Utica City School District. In the event of a strike or any other reason causing the interruption of service or operation, the Utica City School District shall have the right to secure other transportation as may be necessary and to charge the cost of same to the contractor.
  - 2. If the contractor becomes insolvent or if the contractor makes an assignment for the benefit of creditors pursuant to the statutes of the State of New York, or if a voluntary or involuntary petition in bankruptcy be filed by or against the contractor, or if a receiver or receivers are appointed to take care of the contractor's property or affairs.
  - 3. If the contractor fails to commence work in accordance with this contract when notified to do so by the district, if the contractor abandons the contract, or if the contractor refuses to proceed with the terms of the contract as directed by the district.
  - 4. If the contractor is or has been willfully or in bad faith violating any of the provisions of this contract.

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5. If the contractor has not maintained a full-time working force sufficient to meet the obligations schedule upon which it is based.
6. If the contractor is or has been unnecessarily, unreasonably, or willfully delaying the performance of the contract.
- I. The contractor may not engage subcontractors, hire others to perform all or part of this agreement, or otherwise delegate its obligation to perform under the contract.
- J. In consideration of the payments to be made as part of the contract and of the covenants and agreements set forth in the contract, of which these specifications are a part, the successful bidder will agree to transport the said school children and will faithfully perform its duties and obligations in relation thereto pursuant to such contract, at all times exercising proper supervision over the children under their charge, and will abide by all reasonable rules and regulations imposed by the Utica City School District.
- K. Reasonable cost qualifier - All transportation contracts will be subject by the state to a test of "reasonable costs" for purposes of determining state aid. Therefore, by being awarded a contract under these specifications, the contractor agrees to refund to the district the differences between its charges to the district and the reasonable cost as determined by the state if the contractor's charges are in excess of this reasonable cost.
- L. The amount to be paid under this transportation contract for each year after the completion of the initial contract may be increased in accordance with wage and other operational costs required to be paid by the contractor. Such increase cannot exceed for any one year's transportation the N.Y.S. Education Department approved Consumer Price Index percentage applied to the per-bus or rate-per-mile charge. Notice to request an estimated cost increase must be completed in writing and forwarded to the Utica City School District on or before July 1<sup>st</sup> prior to the school year to which such change shall apply. Justification must be filed with the subsequent contract extension.
- M. Any increase, however, shall be limited to the actual cost sustained by the contractor and shall apply to labor and other operational cost increases incurred.
- N. Lapse of Service, Liquidated Damages: If for any reason other than the fault of the district the contractor does not furnish all or any part of the transportation contemplated, and the district is required to obtain service from another carrier, the contractor shall be liable for paying the carrier for their services plus liquidated damages in the amount of two hundred dollars (\$200) per bus per day to the district.

Lapse of service is construed to be, but is not limited, to the following:

  - a. Route deviations
  - b. Unsafe driving resulting in traffic summons
  - c. Unsafe vehicle
  - d. Not using red flashers when boarding or discharging students
  - e. Students hanging out of windows
  - f. Students standing
  - g. Delay of times due to operating negligence such as running out of gas, no driver available, etc.
  - h. Failure to comply with accident reporting procedures

After notice from the district, the contractor must submit, within three working days, a corrective action report to the Utica City School District outlining action to preclude such service lapse. Failure to do so will result in penalties as cited herein. Further, any recurrence of such lapse of service, with or without corrective action report, will result in penalty, including liquidated damages.

- O. The term of the contract resulting from this solicitation shall be for the remainder of the school year (2023-2024). The Utica City School District shall have the option in its sole discretion to renew the

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contract for four (4) additional 1-year periods (2024-25, 2025-26, 2026-27, and 2027-28 school years) on the same terms and conditions upon written notice to the successful bidder prior to the end of any current 1-year term. In the event that any of the following occur new routes must be established, but the successful bidder will be notified a minimum of thirty days before such action takes effect except in case of an emergency where notice will be as soon as possible.

1. Any school locations change
2. There are school closures
3. There is a mileage change
4. The student population changes

P. The Utica City School District reserves the right to change any of the following during the duration of the contract, upon a thirty-day notification to the successful bidder except in case of an emergency where notice will be as soon as possible:

1. School closures
2. School location changes
3. School hours
4. Routes

Q. Submission of bids constitutes assent to the terms of the ensuing Agreement attached as Addendum A. The successful bidder shall be required to execute the Agreement as is. Simultaneously with delivery of the executed contract, the successful bidder may be required to deliver to the Utica City School District an executed performance bond in the amount of one hundred percent of the accepted bid for faithful performance of the terms, covenants, and conditions of the contract. The period of coverage of the Performance Bond shall be the term of the contract. The contractor shall pay the premium on all bonds.

R. Guarantees by the Successful Bidder: The successful bidder warrants and guarantees that it:

1. Is financially solvent, experienced in, and competent to perform the type of work, and to furnish the materials, supplies, and equipment to be performed or furnished.
2. Shall procure and maintain Workers' Compensation and N.Y.S. Disability Insurance for all its employees engaged in the performance of the proposed contract.
3. Will comply with minimum-wage standards set by law with all its employees while engaged in work under any contract between the contractor and district.
4. Will comply with the State Occupational Safety and Health Act (SOSHA) and the Toxic Substance Act (Right-to-Know Act) with respect to all operations or activities on district premises.
5. Will ensure that all repairs, replacements, and parts be equal to or exceed the standards established by the N.Y.S. Department of Transportation.
6. Will comply with any mandatory reporting requirements.

S. Payments

1. The acceptance by the contractor of the final payment shall be and hereby is a release to the district of all claims and liability to the contract for all things done or furnished in connection with this work and for every act and neglect of the district and others relating to or arising out of this work, excepting the contractor's claims for interest upon the final payment if this be improperly delayed.

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2. Payments of any claim shall not preclude the district from making claim for adjustment on any item found not to have been in accordance with the General Conditions and Specifications.
3. The district may withhold from the contractor any sum or payment due him as may in the judgment of the district be necessary to assure the payment of just claims then due and unpaid of any persons supplying labor or materials. The district shall have the right as agent for the contractor to apply any amounts so withheld in such manner and the district may deem property to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the contract.

### T. Savings Clause

The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of Public enemies, fires, flood, strikes by employees of others, acts of God, or for any other acts not within the control of the successful bidder and which, by exercise of reasonable diligence, the bidder is unable to prevent. In any event, the successful bidder will not be paid for any part of the specifications, which are not performed for any reason.

- U. This is a payment per run contract. Payment shall only be made for runs performed. No payment shall be made for any busses that do not operate.

- V. Except for payment obligations for services actually rendered hereunder, neither the District nor Bidder shall be liable for any failure or delay in or termination of its performance due to causes which are beyond its reasonable control, including, but not limited to, an act of nature, pandemic, act of civic or military authority, fire, epidemic, flood, riot, war, strikes or labor disputes, failure of equipment, failure of software, failure of telecommunications lines, power outages, failure or downtime of data network carriers or internet access providers, sabotage, terrorism, USPS mail delivery delays, and governmental action (referred to herein as "Force Majeure"). The District shall have the right to terminate the agreement with the Bidder immediately upon written notice of any Force Majeure event and shall not be liable for payment under such agreement upon termination. The parties stipulate that a Force Majeure event shall include building closures or other impacts of the novel coronavirus COVID-19 pandemic, which is ongoing as of the date of this Bid.

### X. COVID-19 HEALTH AND SAFETY REQUIREMENTS

1. Suspension or Termination of Agreement. The District may suspend or terminate any agreement with the successful applicant immediately upon written notice pursuant to governmental order or District determination that access to the District's facilities must be restricted due to the impact of the COVID-19 pandemic, including but not limited to building closures resulting from the COVID-19 pandemic. Successful applicant's compensation under the agreement will be prorated for any period wherein services are not rendered pursuant to a suspension or termination under this section.
2. Compliance. Successful applicant shall comply with all federal, state, local laws, rules, regulations, executive orders, guidance, and other requirements applicable to or arising from the COVID-19 pandemic while performing duties under the agreement. Successful applicant shall implement health and safety practices and protocols consistent with the District's policies, plans and procedures relating to or arising from the COVID-19 pandemic.
3. Indemnification. The successful applicant shall defend, indemnify and hold harmless the District, its Board of Education, its officers, administrators, employees, agents and representatives from and against all claims, demands, causes of action, liabilities, losses, damages, judgments,



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penalties, costs and expenses (including reasonable attorneys fees) arising out of or caused by negligent or intentional acts or omissions of the successful applicant in connection with the COVID-19 pandemic (for example, arising from successful applicant's failure to comply with COVID-19 health and safety protocols).

#### A. Personnel Matters

1. All transportation personnel shall be the responsibility of the contractor and shall be the contractor's employees. All drivers, mechanics, and bus aides must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements, ordinance, or regulation of the Commissioner of Education, including all required driving, licensing, training, and certification under Section 19-A of the N.Y.S. Motor Vehicle Laws and Section 156.3 of the Laws of the Commissioner of Education. In addition, the contractor will be responsible for fulfilling the fingerprinting, drug and alcohol testing, and background-check requirements pursuant to all N.Y.S. Education Department and Department of Motor Vehicles' regulations. All drivers and bus aides must be at least 21 years of age. Drivers and aides shall not be allowed to smoke while in the service of this contract. Drivers shall not leave their vehicles unattended.
2. Both regular and substitute drivers and bus aides shall be assigned as consistently as possible to the same bus runs for the purpose of route familiarization and pupil control. Every effort should be made to keep "bumping" to a minimum. The district reserves the right to make a change in driver and/or bus aide route assignments should circumstances, in the District's sole discretion, warrant.
3. Since the actions and conduct of the bus drivers and aides reflect upon the school system as a whole, the district reserves the right to have the bus contractor immediately replace drivers or aides the district deems unsatisfactory.
4. The contractor must properly investigate the ability and character of all school bus drivers and aides (regular and substitute) and must certify the drivers, in writing, to the Superintendent of Schools.
5. It is understood that the contractor will maintain reasonable precautions to see that they are informed as to the on or off the job involvement of employees. Should it come to the attention of the contractor that any employee has been, or is reputed to have been, involved in any crime or act which might raise any doubts as to his/her fitness for work with children; it shall be the duty of the contractor to investigate such acts or allegations immediately. Of particular importance would be moral crimes or automobile accidents. Unless the contractor is satisfied that no serious involvements exist, the matter shall be brought to the attention of the district with all promptness.
6. Each driver will be responsible for complete control of his/her bus. Each driver will be responsible for the pupil management of his/her bus and will have commensurate authority to cope with this responsibility. The driver in charge will take up pupil problems with the building principal and/or other school employees. Each driver may expect help and guidance from the building principal of all accidents and all other unusual situations that should be brought to the district's attention.
7. In order to command a high public respect for the student transportation staff as a whole, all drivers and aides will present a neat personal appearance.
8. The contractor will keep the interior and exterior of busses or vehicle in a clean and sanitary condition. **Bus interiors shall be cleaned daily.** Drivers or aides may not permit pupils to help clean busses. However, a driver or aide may direct a pupil to pick up and/or clean up trash and other objects for which the pupil is responsible. In no case may debris or trash from the interior and exterior cleaning of vehicles be swept out as litter on school properties but must be deposited into receptacles designated for such debris and trash.



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9. Drivers are required to be in the bus or vehicle during the loading and unloading of passengers to supervise such loading and unloading. Busses are never to be left unattended on school property.
10. Drivers are required to check all seats on the bus every day after unloading students to insure that children or articles have not been left on the vehicle.
11. Drivers shall not disembark from the school bus when children are inside except in the case of emergency; and, in such case, before leaving his/her seat, the driver shall stop the motor, leave a standard transmission in gear or an automatic transmission in park, set the auxiliary brake, and remove the ignition key.
12. Drivers shall admit and discharge only authorized passengers and only at designated bus stops. They shall cooperate fully in all pupil-accounting systems established by the district. Children of drivers shall not be permitted to ride unless they are assigned to the particular run.
13. At times, drivers will be required to complete transportation forms regarding mileage, pupils, times on routes, times between stops, etc., or other kinds of forms as stipulated by the district.
14. The contractor shall not reassign drivers after the first four weeks of school, except in the event of a resignation or termination.
15. A "Terminal Manager" (or similar function/title) will be provided by the contractor for the terminal from which the vehicles for these contracts will operate. This supervisor will be directly responsible for working with the school district's supervisory personnel on all issues pertaining to transportation. The school district reserves the right to interview and approve/disapprove of any person to be assigned to the Terminal Manager position. Should a change in employment occur during the term of this contract, the School District shall be notified, and the school district reserves the right to interview and approve/disapprove of any candidate.

### B. Vehicles

1. It shall be the responsibility of the contractor to provide a sufficient number of school busses or vehicles with sufficient capacities to adequately meet the needs of the district. All vehicles will have valid N.Y.S. Department of Transportation operating certificates and be maintained in safe and suitable conditions for operation. It is the responsibility of the contractor to provide safe, proper, and appropriate maintenance on vehicles used during the term of this contract. Vehicles used in the performance of this contract shall be of post-1977 manufacture. All vehicles will be equipped with two-way radios. The district reserves the right to reject busses to be used under this contract. In the event of rejection, the contractor will be fully responsible for replacing those rejected vehicles.
2. It shall be the responsibility of the contractor to provide all vehicles needed to perform this contract, and all vehicles must be equipped with safety seat belts as required by law.
3. The contractor is required to provide, with its bid proposal, the make, model, year, fuel type, and seating capacity of each vehicle that they are providing for use in this contract.
4. The successful bidder will provide fuel, tires, and all maintenance, supplies, and other items necessary to satisfactorily complete this contract.
5. A sufficient number of spare busses or vehicles shall be available to the district to meet its needs.

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6. Each bus shall be identified by a letter, number, or picture established by the district. This letter is to be securely posted in a window adjacent to the front entry door of the bus and must be at least six inches high and four inches wide. Drivers are required to change letters, numbers, and pictures to coincide with assigned routes. The Utica City School District reserves the right to levy a cost of \$100.00 per day as liquidated damages for each bus route operating in violation of these requirements.
7. The contractor shall take adequate measures to protect his/her fleet from vandalism, theft, and other perils to assure there will be no interruption of service to the district. Any and all related costs shall be the responsibility of the contractor.
8. The emergency drills on school busses required by Section 3624 of the Education Law shall include practice and instruction in the location, use, and operation of the emergency door, fire extinguishers, first-aid equipment, and windows as a means of escape in case of fire or accident. They shall include emergency situations that might result from both fire and accidents. Such instructions and the conduct of the drills shall be given by an appropriately trained driver.

A minimum of three such emergency drills shall be held on each school bus during the school year. The first is to be conducted during the first week of the fall term, the second prior to January 1, and the third prior to May 1.

These emergency drills shall be conducted at the school site before transporting students. The district shall certify on the annual report to the N.Y.S. Education Department that they have complied with these regulations.

9. All vehicles shall be equipped with mobile UHF two-way radios and cameras. If at any time the contractor uses a vehicle in the performance of this contract that is not equipped with a mobile UHF two-way radio and cameras, the contractor is liable for the sum of \$300 for each such occurrence.
10. In the event the bidder does not have the required number of busses to fulfill this contract at the time of submission of the bid, the district requires that the bidder supply satisfactory evidence and he/she will have the required number of busses prior to the beginning of the contract period.
11. All vehicles transporting children with disabilities enrolled in Special Education programs are required to have on board at all times an acceptable blood borne pathogen exposure- control kit.
12. The contractor shall adhere to administrative decisions on delayed openings of schools as well as early dismissals from schools.
13. The contractor shall adhere to schedule changes by the Superintendent of Schools or the Board of Education.
14. It shall be the responsibility of the transportation contractor to document inappropriate student bus behavior in written form to the school administrator at the destination school. This form shall be similar in nature to the form currently used.
15. At no time shall a student be denied transportation service by a driver. No student shall be removed from the bus prior to reaching the destination for any reason.

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16. Student behavior, which poses an immediate danger to the driver or students on the bus, shall be handled by stopping the bus and calling the contractor's dispatcher immediately who will then inform the district.
17. All car seats utilized, if any, and seating capacities assigned, as part of this contract should meet all Department of Transportation (DOT), Department of Motor Vehicles (DMV), and Education Department (SED) regulations and requirements.
18. The successful bidder shall comply with all the requirements of Article 19-A of the N.Y.S. Vehicle and Traffic Laws and Regulations issued pursuant thereto. To the extent that the provisions of the statute and regulations conflict with any part of the bidding documents, the statute and regulations shall prevail. The bidder shall comply with the regulations of the DOT, DMV, and SED, and all applicable laws.
19. The successful bidder must submit, prior to the date service commences, a statement from the N.Y.S. Department of Transportation that the bidder complies in full with all maintenance requirements of said department and must remain in compliance throughout the duration of the contract and any extension thereof. This shall especially include the Maintenance Sections 720.21 and 721.21 of the N.Y.S. DOT and the rules and regulations thereof.

### C. Facilities

It shall be the responsibility of the contractor to provide adequate repair and maintenance facilities for vehicles used in the operation of this contract within a five-mile radius of city limits.

### D. Safety Requirements

1. School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed. The district, through the Superintendent of Schools, reserves the right to require any and all reasonable precautions for the safety of students in their transportation to and from school.
2. The contractor shall satisfy the district's authorities that pupils shall be conveyed safely. The duties and obligations in relation thereto pursuant to this contract shall be performed faithfully by said contractor who shall, at all times, exercise proper supervision over all school bus drivers, aides, and vehicles.
3. The contractor shall comply with all state, county, town, city, and village rules and regulations governing vehicle traffic. All rules and regulations regarding drivers, aides, and safety devices of the N.Y.S. Education Department and the N.Y.S. Department of Transportation must be complied with.

### E. Operating Matters

1. District Operating Policies: The contractor shall conform to and abide by the policies, rules, and regulations of the district relevant to student transportation and such other future regulations as may reasonably be required by the district.
2. Driving and Additional Training: All bus drivers must receive and participate in required safety instruction as outlined in the regulations of the Commissioner, Section 156.3.
3. Emergency Bus Drill: The contractor shall be responsible for providing practice and instruction to the drivers and aides with regard to location, use, and operation of emergency doors, fire extinguishers, first-aid equipment, and windows as a means of escape in case of fire or accident. Such drills shall be held at such times and in such fashion as may be required by

## SECTION II

### CONTRACTOR'S RESPONSIBILITIES

law or the district. The contractor shall, when requested, provide a bus and driver for student emergency bus evacuation drills, according to SED regulations, as well as new student bus- safety indoctrination held in early fall.

4. Emergency Closings: The Superintendent is the only district employee to determine if schools will be closed due to weather conditions. The contractor will be notified by 5:30 a.m. of such closure by the Superintendent or his/her appointee. The contractor shall be responsible for providing at no additional cost, and at the time requested by the Superintendent, the necessary busses in the event that schools are closed early during any school day due to weather conditions or other emergencies declared by the Superintendent and in accordance with the Emergency Evacuation Program.
5. Contractor's Monthly Reports: The contractor shall deliver to the district a written report of operations on a monthly basis.
6. Accidents: In the event of any accident involving the operation of a school bus, the Superintendent or his/her designee, the SED, and other appropriate state agencies shall be promptly notified by telephone as soon as possible thereafter, and written reports suitable for filing with the DOT and the SED also shall be prepared by the contractor and forwarded to the Superintendent.
7. Driver's Daily Reports: Each bus driver shall be required to file a daily report on a form approved by the Superintendent describing road conditions, pupil behavior, and mechanical condition of the bus. Said forms are to remain open for inspection by the Superintendent or his/her agent during business hours.
8. Drivers' and Aides' Work Day: It shall be the responsibility of the contractor to supply a sufficient number of drivers and aides to meet the needs of these programs. Each driver's and/or aide's work day will be determined by the run assigned, at the discretion of the contractor, subject to any labor agreements in force.

#### F. Disputes

In case of any ambiguity, inconsistency, or error in any of the contract documents or a conflict between a provision of the contract document and provisions of a state law or regulation, the bidder is required to bring such matter to the attention of Dr. Kathleen Davis, Acting Superintendent or her designee before bid submission.

#### G. Fuel

Contractor will pay for all fuel required in connection with this contract at Contractor's sole cost and expense.

#### H. Hot Line

Contractor will establish "Hot Line" into contractor's terminal.

- I. A reliable transportation system is important to meet the educational requirements of the students and the Utica City School District. To this end, students must be picked up and delivered to their destination in an efficient manner. If the bus is more than 15 minutes late, the school district reserves the right to deduct \$200.00 per day for each bus operating late from the monthly billing. Should situations beyond the control of the contractor cause the late pick up or drop off (limited to weather, traffic, and accidents) the penalty will not be assessed.

## **SECTION II**

### **CONTRACTOR'S RESPONSIBILITIES**

- J. It shall be the responsibility of the contractor to provide a Bus Tracker APP that will give parents the ability to enter a student into one app and get real-time information on the exact location of their child's bus. This APP should give parents the ability to track multiple buses if their children do not all ride the same bus. This APP should also include the arrival times for each stop when the bus arrives to the school and when the student is dropped off.

### SECTION III ROUTING AND SCHEDULING

1. Routing shall be the responsibility of the contractor. The contractor shall supply timely, accurate information to the district when requested. The district shall provide student lists for each facility; such lists shall be carried on the respective vehicle covering said route.
2. No route changes are to be made by the contractor without the written permission of the district. **The bid price shall include all busses, services, and other items required to obtain the Superintendent's approval for operation of the program in accordance with these bid documents.** The district reserves the right to notify the contractor of reasonable changes in the starting and dismissal times of a school or schools, and changes in routes, schedules, and services required by such change shall be without additional charges. **In the event a route is cancelled, the District will be charged for such route only if the cancellation is due to the fault of the District. For the purposes of this section, a cancellation caused by a student or student's parent shall not be considered the fault of the District.**
3. The regulations of the Commissioner of Education (Part 156) regarding pupil transportation are incorporated in their entirety as terms and conditions of any contract to be awarded hereunder. Such regulations, however, are minimum standards. Where higher or more rigorous terms and conditions are called for by these specifications, the specifications shall control.
4. The transportation of pupils shall begin as soon as possible after Agreement execution and shall continue through the close of school in June in accordance with the school calendar. The Utica City School District shall provide all necessary school calendars to the successful bidder. It shall be the responsibility of the contractor to provide service on each school day based on the school hours. Transportation may be required to operate on national and/or legal holidays, or on days when the public schools are closed. Any additional school closings shall be as authorized by the Purchasing Agent.
5. The district reserves the right to change, alter, or adjust a route, during the terms of the contract, or during the term of any extension of the contract should there be an extension.
6. The district reserves the right to increase or decrease the number of pupils transported with a three-day advance notice.
7. All bids must be in accordance with the district's goal of limiting, insofar as possible, the time of each trip for each student to be transported. It should be clearly understood that students are to be returned to the stop from which they were picked up. No planned standees or transfers are allowed.
8. Any other schedules or routes covering early sessions or in-service sessions will be provided by the district with a minimum of a three-work-day notice.
9. No pupils from any other school district are to be commingled or transported with the Utica City School District pupils without the express, written authority of the Utica City School District.



### **SECTION III ROUTING AND SCHEDULING**

10. Dispatchers and Supervisors - It shall be necessary that the contractor have a dispatcher or responsible official who can be reached by the district, and/or parents of the children being transported, and/or the schools to which the children are being transported on all school days from 6:00 a.m. until 6:30 p.m. This requires a person whose sole duty will be to be available at all times by telephone during the hours and days described herein. The school district reserves the right to interview and approve/disapprove of any person to be an assigned Dispatcher or Supervisor. Should a change in employment occur during the term of this contract, the School District shall be notified, and the school district reserves the right to interview and approve/disapprove of any candidate.
11. Drivers shall have with them in the bus at all times any routes or schedules issued by the contractor.
12. Once the assignment of bus drivers and busses has been made and approved by the district, the contractor will not make any changes in assigned drivers or busses without first informing the district as to the reason why a change is to be instituted and receiving written approval to do so before the change is effective. This provision relates to permanent change in drivers or busses. However, a temporary change will be allowed for a driver or bus in case of emergency. The contractor will inform the district and the schools affected by such change immediately.
13. All busses must arrive no sooner than ten minutes and at least five minutes prior to starting times shown above. All busses must arrive no sooner than five minutes before the dismissal time shown above.

### SECTION III ROUTING AND SCHEDULING

1. These specifications cover a school transportation contract for children transport students to and from home with respect to transportation required for out of District transportation, and other SPECIAL TRANSPORTATION RUN.
2.
  - Transportation of a student to and from St. Margaret's Center, 27 Hackett Blvd, Albany, NY 12208, to the Langan School located at 314 S Manning Blvd, Albany, NY 12208. Time-8 AM @ St. Margaret's Center .PM Pick-up Time- 2 PM @ Langan School. The bus must be a wheel chair bus. 2 runs per day would be required (AM Run & PM Run as it is approximately a 45 minute travel time)
3. This contract is to be quoted on a per diem basis. Payment will be made only for the hours actually traveled.
- The successful vendor must provide Medicaid Reimbursement information (if applicable)**
4. School bus rosters must be available.
  - a. The bus rosters should include the name of the child transported.
  - b. When and where the child is being picked up (Please notify your transportation department that these rosters are necessary documentation for the claiming of Medicaid services and must be retained for six years from the date of services were paid.)

The contractor should be aware that Section 305, Paragraph 14-a of the N.Y.S. Education Law provides that district transportation contracts are generally subject to approval by the Commissioner of Education who may disapprove same should she deem such to be in the best interests of the school district. The contractor shall also provide vehicles for:

In the event of school closings due to snow days or unsafe driving conditions, the district will advise the contractor one hour before departure of the earliest route. If the district fails to notify the contractor in accordance with the above, the contractor may bill for actual labor and allowable related costs incurred.

## **SECTION IV VEHICLES AND MAINTENANCE**

- A. The successful bidder shall comply with all the requirements of Article 19-A of the N.Y.S. Vehicle and Traffic Law and Regulations issued pursuant thereto. To the extent that the provisions of the statute and regulations conflict with any part of the bidding documents, the statute and regulations shall prevail. The bidder shall comply with the regulations of the DOT, DMV, SED, and all applicable laws.
- B. The successful bidder must submit prior to the date service commences a statement from the N.Y.S. Department of Transportation that the bidder complies in full with all maintenance requirements of said department and must remain in compliance throughout the duration of the contract and any extension thereof. This shall especially include maintenance Sections 720.21 and 721.21 of the N.Y.S. Department of Transportation and the rules and regulations thereof.
- C. The bidder will submit with his/her bid a statement of the make and year of manufacture of each vehicle to be used in the performance of the contract, the seating capacity of each vehicle, and the name of the registered owner of each vehicle. Only the vehicles listed in the proposal or approved replacements shall be used.
- D. The successful bidder must have and maintain a vehicle storage area and repair garage of sufficient capacity to adequately maintain vehicles required under any contract. Such facilities must be available for district inspection no later than 30 days prior to Transportation of students.
- E. The contractor shall maintain all busses in proper adjustment and keep the same in good operating condition at all times. The location of the garage must be such to provide emergency service as indicated in paragraph K.
- F. All busses used in connection with this contract shall have the interior cleaned at least daily and the exterior maintained in a clean condition.
- G. The contractor shall promptly provide substitute busses to replace busses that are out of service for maintenance, repair, or inspection, and such substitute bus must meet in all respects the requirements for such busses set forth herein. No time delays are allowed for any substitute busses for services required herein for any reason.
- H. In the event that the bidder does not have the required number of busses to fulfill this contract at the time of submission of the bid, the district requires that within thirty days after award, the successful bidder must supply satisfactory evidence that the required number of busses will be available prior to the beginning of the contract period or beginning of services. Such evidence may be a signed statement from a bus manufacturer or dealer to the effect that the required number of busses will be furnished prior to the beginning of service.
- I. At no time shall the number of people carried in any vehicle be in excess of the stated pupil capacity of the vehicle.
- J. All busses and vehicles utilized by the contractor in fulfilling the terms and performing the contract service under any contract must be painted the national school bus chrome-yellow color. All such busses shall have prominently displayed on the left and right sides of the bus the name of the owner, firm, or individual as specified on its N.Y.S. Motor Vehicle registration certificate. All such busses shall have prominently displayed on the front, rear, and both sides a bus number that uniquely identifies the bus compared to all other busses. All such busses shall have prominently displayed on the rear, so as to be visible and legible, the words: "State Law - Stop When Red Lights Are Flashing."

## **SECTION IV VEHICLES AND MAINTENANCE**

- K. The breakdown of a vehicle shall immediately be reported to the district with complete details of the problem(s) and what action has been taken to cover the vehicle's assignment. A written monthly report will be sent to the district listing date, cause of breakdown, vehicle number, and date of last N.Y.S. inspection. A substitute vehicle of the same size must be dispatched to replace the disabled vehicle to arrive at point of concern within fifteen minutes to complete the required service. One standby vehicle is required for every ten busses in service. These busses must be available to provide immediate service, as necessary.
- L. Each bus must have a sign or logo conspicuously placed on both sides of the bus to indicate its assigned school destination. If grade levels are required, they also must be displayed on the same logo. The sign must be of sufficient size to be able to be seen from a minimum distance of thirty feet, pursuant to N.Y.S. DOT regulations.
- M. Radios
  - 1. All vehicles used in performance of any contract must be equipped with operable two-way radios, which must be on at all times when in district service and be capable of vehicle-to-station transmission as well as vehicle-to-vehicle. CB radios are not considered to be acceptable two-way radios.
  - 2. Radio transmission must be possible from the dispatching point to assure full coverage throughout all the areas serviced.
- N. Cameras
  - 1. All vehicles are to be equipped with cameras.

## SECTION IV

### VEHICLES AND MAINTENANCE

## LIST OF VEHICLES

List the size and type of conveyance to be used to provide the transportation required herein:

[illegible]

THIS FORM MAY BE REPRODUCED TO PROVIDE YOUR LIST OF VEHICLES.

## SECTION V SAFETY

- A. The contractor shall comply with federal, state, county, town, and city rules and regulations and also all rules and regulations regarding drivers' safety devices of the N.Y.S. Education Department and the N.Y.S. Department of Transportation, as well as those of the district. Drivers also shall be familiar with the vehicle and traffic law, regulations of the Commissioner of Motor Vehicles, and Regulations of the Commissioner of Education pertaining to pupil transportation and shall comply with all such rules and regulations. Drivers shall also comply with all current COVID-19 laws and regulations.
- B. The contractor's attention is specifically directed to the safety-load requirements of the appropriate agencies or officials of the State of New York. The legal carrying capacity of the bus never shall be exceeded, nor shall any bus be operated at any time with passengers forward of the white line.
- C. All busses operated under this contract shall come to a full stop before crossing the tracks of any railroad or before entering a right-of-way area of any such railroad crossing. They also shall come to a full stop before crossing any state highway.
- D. Drivers shall give warning before making a left-hand or right-hand turn.
- E. Drivers shall not leave the school bus when children are inside except in case of emergency; and in such cases before leaving the bus the driver shall stop the motor, remove the ignition key, set the auxiliary brake, and leave the transmission in gear.
- F. Drivers shall not allow pupils to enter or leave the bus while it is in motion or allow pupils to thrust their heads or arms out of open windows.
- G. The driver of a school bus, when receiving or discharging pupils who must cross the highway, shall instruct such pupils to cross in front of the bus far enough ahead of the bus to be in the vision of the driver. The driver also shall keep such school bus halted with red signal lights flashing until pupils have reached the opposite side of the highway (Section 11.74 of the Vehicle and Traffic Law).
- H. Gas tanks shall not be filled while pupils are on-board busses.
- I. The driver will use all care to guard the children, prevent undue crowding, and maintain order in the vehicle at all times without the use of force or threats. Any child refusing to obey the driver shall be reported by him/her to the principal of the school the child attends.
- J. Only passengers authorized by the district shall be carried on the bus while it is in operation under the terms of this contract. Unauthorized passengers over whom the driver is acting in the capacity of a baby-sitter are expressly prohibited.
- K. **All children riding on busses shall be carried to their designated stops.** Drivers shall encourage pupils to get off at designated stops; exceptions shall be reported to the district immediately. Drivers **shall not** give pupils permission to get off their bus at any stop other than the stop assigned. The district will designate all stops and, with proper notice to the contractor, add or reduce the number of stops designated. Under no **circumstances** may the bus contractor, or any driver, change bus stops without permission from the district.
- L. No bus shall be operated while a student is standing. Each student shall have his/her own seat. M.  
The contractor shall provide a continuing safety-education program for school bus drivers, including periodic management bulletins to personnel concerning the safety program, and strict supervision of personnel in this respect. This shall include emergency drills as outlined in the Commissioner of Education Regulations on Transportation, Section 156.3h: Emergency Drills



## SECTION V SAFETY

on School Busses. Training sessions on bus procedures and practices for students shall be arranged with the contractor who shall make available a bus for such training sessions. This shall especially include the Maintenance Sections 720.21 and 721.21 of the New York State Department of Transportation as well as the rules and regulations thereof.

- N. During the continuous period starting six hours before the beginning of his/her first trip and ending at the end of his/her last trip each working day, no driver shall ingest, inject, or inhale any stimulant, depressant, hallucinogenic, or other drug or substance which may impair his/her ability to operate the bus safely. Expressly prohibited are alcohol, amphetamines, barbiturates, opiates, and morphine derivatives. While operating the bus under the terms of this contract, no driver shall have on his/her person, or otherwise on the bus, any of the aforementioned substances, any drug whose possession or the giving or selling of which to another would be a crime punishable by law, any firearms, or dangerous chemicals. At no time during the term of his/her employment by the contractor under this contract shall a driver possess or use or sell any drug for which such possession, use, or sale would be a crime punishable by law. The contractor shall immediately dismiss or permanently suspend from further employment under this contract any driver found to have violated this provision.
- O. In the event of a bus accident, regardless of the extent of damage or injury, the contractor shall immediately notify the police department of accident location. Secondly, the contractor shall immediately notify the district. The contractor immediately shall dispatch another bus and driver to the scene of the accident. Under no circumstances shall any school bus driver leave the scene of an accident unless police on the scene have cleared the bus driver to leave.
- P. **Accidents and Reports** - In spite of all precautions, the possibility of accidents cannot be entirely eliminated. Drivers should be trained so that if and when accidents occur, they know how to meet the emergency. The following procedures are suggested to drivers:
1. Stop and turn off the ignition.
  2. Keep calm and never lose your temper. Do not argue or try to place the blame for the accident.
  3. Place flares at once.
  4. Make pupils as safe and comfortable as possible, moving them to a safe and comfortable location if necessary (see paragraph Q 1).
  5. Under no condition allow children to proceed home by begging rides or walking long distances.
  6. Notify the police department and school officials.
  7. Obtain the license number and other pertinent information about all vehicles involved.
  8. Obtain the names and addresses of all persons involved in the accident and of all witnesses.
- Q. **Accidents involving injury(ies)** - The following procedures must be observed:
1. Do not move injured person(s) unless absolutely necessary and then only when the extent of the injury has been determined and such movement is deemed safe.
  2. Keep onlookers away from the injured.
  3. Keep injured persons lying down to prevent fainting and shock.

## SECTION V SAFETY

4. Give first attention to persons who appear to have stopped breathing or who are bleeding excessively.
5. Keep the injured party warm and comfortable, promoting his/her ease of mind in any way possible.
6. Radio to base for a physician or ambulance, giving information concerning location of the accident and the number of the injured persons, the nature and possible extent of injuries, the supplies available at the scene of the accident, and what first-aid is being given.
7. Avoid allowing the injured person to see his/her own injury.

R. Local Reports - The Vehicle and Traffic Law, Article 22, Section 600, requires that the driver of any vehicle involved in an accident resulting in property damage shall stop, exhibit his/her license, and give his/her name, residence, and license number to the party sustaining the damage, or immediately report the incident to a police or judicial officer. The subdivision further provides that, in case of any personal injury, the driver must exhibit his/her license and give his/her name, residence, and license number to a police or judicial officer as soon as possible. Section 601 provides that the driver of a vehicle injuring any horse, dog, or animal classified as cattle stop and endeavor to locate and report to the owner or to a police or judicial officer of the vicinity.

S. Report to the Commissioner of Motor Vehicles - The Vehicle and Traffic Law (Article 22, Section 605) requires that the driver of any vehicle involved in an accident in which a person is killed or injured, or in which the damage to property or any one person exceeds \$600, to report it in writing within ten days of such accident. Copies of the form used for this purpose may be secured upon request from the N.Y.S. Department of Motor Vehicles, Empire State Plaza, Albany, New York 12228. It is advisable to have a supply of these forms on hand in the transportation files.

T. Required Accident Reports:

Type of Accident:

Report To:

a. Minor property damage only  
(Under \$600)

1. Owner and Police Officer
2. State Education Dept.

b. Injury to horse, pet, or cattle  
Property damage over \$600

1. Owner and Police Officer c.
1. Owner and Police Officer
2. Commissioner of Motor Vehicles
3. State Education Dept. d.

Personal injury or death

1. Police Officer
2. Commissioner of Motor Vehicles
3. N.Y.S. Department of Transportation

In addition to the above, all accidents should be promptly reported to an authorized agent of the contractor's automobile liability insurance carrier, as failure to do so may jeopardize the protection afforded.

U. Report to the New York State Department of Transportation:

Accidents involving personal injury, death, or mechanical failures must be reported to the N.Y.S. Department of Transportation. Instructions concerning this reporting requirement and copies of the form used for the purpose may be secured from the N.Y.S. Department of Transportation, State Office Campus, Albany, New York.

## **SECTION V SAFETY**

- V. Reports to the New York Education Department – Follow the regulations concerning Forms MV104/MV104F.
- W. School bus safety drills shall be held as required by regulations:
  - ☐ the first during the first week of school;
  - ☐ the second prior to January 1<sup>st</sup>; and
  - ☐ the third prior to May 1<sup>st</sup>.

**BID PROPOSAL FORM**

**UTICA CITY SCHOOL**

**TITLE & DATE OF SPECIFICATION:**

---

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**DATE OF PROPOSAL:**

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**Price per diem:**

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## BID PROPOSAL FORM

### NON-COLLUSION BIDDING CERTIFICATION

By submission of this bid or proposal, the bidder and each person signing on behalf of the bidder or bidders, subject to the terms of Section 103-d of the General Municipal Law amended by Chapter 675 of the Laws of 1966 certifies that:

- a. The prices in this bid have been arrived at independently without collusion, consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- b. Unless otherwise required by Law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder and are not knowingly being disclosed by the bidder, prior to opening, directly or indirectly, to any other bidder or to any competitor.
- c. No attempt has been made or is to be made by the bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.
- d. The person signing this bid or proposal certifies that he has fully informed himself regarding the accuracy of the statement contained in the certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as the person signing in its behalf.

**SIGNATURE:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

**LEGAL ADDRESS:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

# BID PROPOSAL FORM

## Certification Pursuant to Section 103-g of New York State General Municipal Law

### IRAN DIVESTMENT ACT

- A. By submission of this bid/proposal or by assuming the responsibility of a Contract awarded hereunder, the 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/reas/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.
- B. During the term of the Contract, should the Utica City School District receive information that a person (as defined in State Finance Law §165-a) is in violation of the above referenced certifications, the Utica City 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 the Utica City 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.
- C. The Utica City 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.

Signature Print Name Title

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Company Name

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Date

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Enter the name of each person, firm, or corporation bidding in response to this solicitation. If the undersigned bidder is:

A. A corporation, give corporate name:

\_\_\_\_\_

B. A partnership or business under an assumed name, enter name of each principal:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

C. An individual, enter full name:

\_\_\_\_\_

FIRM NAME \_\_\_\_\_

LEGAL ADDRESS \_\_\_\_\_

CITY, STATE, ZIP \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

FAX NUMBER \_\_\_\_\_

SIGNATURE \_\_\_\_\_

TITLE \_\_\_\_\_

TYPE OR PRINT NAME \_\_\_\_\_

DATE \_\_\_\_\_

## **SED Pupil Transportation RFP Checklist**

Items to include with your RFP submission to SED:

\_\_\_\_\_ Public notice requesting proposals, including the following information/documents:

- ☐ Copy of Advertisement (Proposals requested no later than June 1<sup>st</sup>, or July 1<sup>st</sup> for children with special needs)
- ☐ Affidavit / Notarized confirmation of run dates (Ad must run with a full 5 days in between the date of advertisement and the date of bid opening)
- ☐ Specified criteria, weightings and minimum score used to review proposals listed in ad

\_\_\_\_\_ Copy of Instructions/ Proposal including:

- ☐ Instructions for bidders which specify criteria, weightings and minimum score
- ☐ Ten or more criteria used
- ☐ Weights assigned to each criteria
- ☐ No single criterion weighted in excess of 50%
- ☐ Minimum score used, even if only one submission
- ☐ Clauses (Add / Delete, Fuel, Attendants, etc.)

\_\_\_\_\_ Evidence of Committee Review including:

- ☐ Score sheets with names and titles of reviewers
- ☐ Score summary with winning bid

\_\_\_\_\_ Contractor Specifications including:

- ☐ Copy of each proposal (full specs, may be in binder format) or non-proposal letter submitted
- ☐ Cost tabulation from each bidder
- ☐ If contract(s) are not awarded to lowest bidder, submit letter with explanation

\_\_\_\_\_ If Multi-Year Contract, include: Copy of voter approval for specified period (budget notice)

\_\_\_\_\_ If Emergency Condition, include:

- ☐ Letter of explanation
- ☐ Proposals requested 30 days prior to beginning of service (during emergency contract)

Any additional documentation is welcomed, as well as questions regarding the process.

Contact Heather Zogas at 518-473-0210 or [heather.zogas@nysed.gov](mailto:heather.zogas@nysed.gov) for further information.

**Please note:** Approval of the RFP process does not automatically approve the related transportation contract. The approval process of the contract is done separately by the Pupil Transportation Unit and the Office of State Aid. Districts should make sure that they have followed all the appropriate statutory and regulatory requirements for entering into and filing a pupil transportation contract (**voter approval for multi-year contracts, filing within 120 days of commencement of the contract, verifying contract dates, obtaining necessary signatures, etc.**).