

BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT
ADMINISTRATION BUILDING
929 YORK STREET
UTICA, NEW YORK 13502

SPECIFICATIONS AND BID PROPOSAL FORM FOR LEASED VEHICLES
FOR THE UTICA CITY SCHOOL DISTRICT TRANSPORTATION
BUS GARAGE

FOR THE SCHOOL YEARS
2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028

Bids will be accepted until 11:00 a.m. on June 1, 2023

Dated: May 11, 2023

GENERAL PURPOSE OF THIS SPECIFICATION

Bid Proposal Form I Prices to include all transportation costs for leased vehicles to the District's Transportation Bus Garage. The payment of drivers and aides, will be taken care of by the District. All maintenance, fuel and expenses will be taken care of by the bus contractor and should be factored in to your bid price.

The bid will be awarded to the lowest cost of Bid Proposal Form 1.

All numbers herein are approximate only and subject to change.

The Utica City School District will employ and have absolute control and supervision over the drivers of the vehicles and equipment and the successful vendor shall not interfere with the relationship between the District as employer and the drivers as employees. The District will pay for all wages, social security, workers' compensation and any other taxes, which may be imposed by reason of employment of the District employees.

The District assumes the responsibility for the discipline, training and retaining of its' employees.

These buses will be utilized for the school district's established Pre-K program.

This contract will commence on July 1, 2023 and will expire on June 30, 2028.

LEGAL NOTICE

The Board of Education of the Utica City School District, 929 York Street, Utica, New York, invites proposals on the forms provided for Leased Vehicles for the Utica City School District Bus Garage for the School Years **2023-2024, 2024-2025, 2025-2026, 2026-2027, 2027-2028**, for the below stated transportation services. Bids will be accepted until 11:00 a.m. on June 1, 2023 at which time they will be publicly opened and read. The bid opening will be conducted in person at the Utica City School District Administration Building at 11:00 a.m. scheduled time, at which time they will be opened and read. No bids can be withdrawn after 11:00 a.m. on June 1, 2023.

Proposals are to be based on specifications entitled, "**LEASED VEHICLES FOR THE UTICA CITY SCHOOL DISTRICT BUS GARAGE**", copies of which, together with bid forms, are on file and may be secured at the Finance Department of the Utica City School District, 929 York Street, Utica, New York. Bid documents also may be obtained digitally in PDF format. Request documents via email to Zachary Nicotera, Transportation Supervisor at znicotera@uticaschools.org. Proposals signed by bidders shall be enclosed in a sealed envelope, addressed to Michael Ferraro, Chief Operations Officer, and marked **in red** in the lower, left-hand corner "Leased Vehicles" for the Utica City School District Bus Garage.

Proposals must be delivered to the Office of the Chief Operations Officer, Utica City School District, 929 York Street, Utica, New York 13502.

The bidder must promptly execute a satisfactory contract, guaranteeing the faithful fulfillment of the terms of the contract. The **successful bidder** will be required to provide an executed performance bond in the amount of one hundred percent (100%) of the accepted bid for faithful performance of the terms, covenant, and conditions of the contract.

The Board of Education hereby reserves the right to reject any and all bids.

**BOARD OF EDUCATION
UTICA CITY SCHOOL DISTRICT**

Michael Ferraro, Chief Operations Officer

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.
- 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 marked "Leased Vehicles," 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. 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.
 - 4. Sealed proposals will be received by the Board of Education in the Administration Building located at 929 York Street, Utica, New York 13502, no later than 11:00 a.m. on June 1, 2023, at which time they will be opened and publicly read.
 - 5. 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.
 - 6. Bids shall be firm and viable for a period of sixty days from the date of the bid opening.
 - 7. 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.
 - 8. All questions pertaining to this bid specification must be submitted in writing to Michael Ferraro, Chief Operations Officer, 929 York Street, Utica, New York.
 - 9. The award will be based on the grand total of Bid Proposal Forms I & II. The resulting contract will be in effect for five years. For multiyear contracts, both parties shall agree upon the annual price increase over the prior year's contract amount. The increase will be the approved CPI or may be negotiated lower upon mutual agreement of both parties.
 - 10. The school years will begin in September and end in June and will consist of approximately 180 days. The school calendar will be provided to the successful vendor.
 - 11. 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.
 - 12. 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.

SECTION II

CONTRACTOR'S RESPONSIBILITIES

13. 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.
14. Hours for trips will range from 5:45 a.m. to 6:30 p.m. daily, except for legal and/or school holidays and weekends.
15. All buses must be equipped with cameras provided by the vendor.

SECTION II CONTRACTOR'S RESPONSIBILITIES

Identification of Vehicles

During the term of this Agreement, the successful vendor agrees to:

1. Remove and/or cover up any identification of their company's name, including Company's name and U.S. Department of Transportation ("DOT") Number, on each Vehicle.
2. All vehicles must be relabeled with UTICA CITY SCHOOL DISTRICT and the District's transportation phone number on the back of the bus.
3. All expenses incurred will be the responsibility of the vendor.

Delivery of Vehicles

During the term of this Agreement, the successful vendor agrees:

The vehicles shall be delivered to the District's Transportation Bus Garage located at 1600 Broad Street Utica, New York 13501. All costs related to any delivery of the vehicles shall be paid by the vendor prior to delivery of the vehicles. By acceptance of the vehicles upon delivery, the District agrees that such vehicles are in good working order, repair, condition, and in all other respects satisfactory to the District.

Vehicles can be gasoline, diesel or propane powered.

Vehicles can not be more than 10 years old.

Title and Registrations

Titles and ownership in and to the vehicles shall at all times remain vested in the vendor.

Vehicle Maintenance:

The vendor shall maintain and keep all vehicles in good running condition at all times during the term of this Lease and in such a manner that is satisfactory to the District.

- a. The successful vendor shall transfer Vehicles to and from their maintenance facility as needed for to perform any preventative maintenance, inspections, and servicing as may be needed to keep equipment in good working order.
- b. The vendor shall be responsible for the cost of all necessary labor, materials, parts, and supplies as may be needed for work that is performed.
- c. The vendor will provide replacement vehicles at such times as leased vehicles are at the maintenance shop for inspection or repairs.

SECTION II CONTRACTOR'S RESPONSIBILITIES

Vehicle Insurance:

The District hereby agrees to provide the following insurance coverage for vehicles:

- Commercial General Liability Insurance with a minimum coverage of \$2,000,000 per occurrence / \$5,000,000 aggregate. The policy shall positively affirm coverage for sexual abuse and molestation.
- Comprehensive Automobile Liability with a minimum coverage of \$5,000,000 per occurrence. Uninsured/underinsured motorist's coverage shall also be provided with limits equal to or greater than the minimum limits as required by state law. In addition, Physical Damage protection, whether the result of collision, fire, theft or other peril, shall be provided at full replacement cost, subject to adjustment in paragraph (9c) below. Furthermore, Lessee shall furnish satisfactory evidence of insurance with contingent liability endorsement covering Lessor as follows:
 - Public liability insurance in the minimum amount of five hundred thousand dollars
 - (\$500,000) per person per accident;
 - Bodily injury and accidental death in the minimum amount five million dollars (\$5,000,000) for more than one person per accident;
 - Property damage in the minimum amount of fifty thousand dollars (\$50,000).
- Workers Compensation Insurance at least equal to the minimum statutory requirements of the relevant state.
- Employers Liability with a minimum coverage of \$1,000,000.

Accidents:

The District will notify the vendor of any accidents, loss or damage to a vehicle within twenty-four (24) hours following such event, giving complete information to the vendor. The District will permit the vendor to inspect the vehicle and will provide copies of accident reports and investigation documents, and will promptly advise the vendor of all claims and demands relating to vehicle.

Any costs incurred for repairs or maintenance for an at-fault accident can be billed back to the District.

Fuel for Vehicles

The successful vendor will provide the District with company gas or credit cards to pay for fuel for all vehicles. The District will provide staff members to fuel the buses.

SECTION II
CONTRACTOR'S RESPONSIBILITIES

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 repair garage of sufficient capacity to adequately maintain vehicles required under any contract.
- E. The location of the garage must be such to provide emergency services.
- F. The contractor shall promptly provide substitute buses to replace buses that are out of service for maintenance, repair, or inspection, and such substitute bus must meet in all respects the requirements for such buses set forth herein. No time delays are allowed for any substitute buses for services required herein for any reason.
- G. 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.
- H. All buses utilized in fulfilling the terms and performing the contract service under any contract must be painted the national school bus chrome-yellow color. All such buses shall have prominently displayed on the left and right sides of the bus UTICA CITY SCHOOL DISTRICT. All such buses shall have prominently displayed on the front, rear, and both sides a bus number that uniquely identifies the bus compared to all other buses. All such buses 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

- I. The breakdown of a vehicle will immediately be reported to the vendor with complete details of the problem(s). 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 buses in service. These buses must be available to provide immediate service as necessary.
- J. Radios
 - 1. The District will install two-way radios in the buses for communication. Costs incurred will be the responsibility of the District.
- K. Cameras
 - 1. All vehicles are to be equipped with 3 cameras throughout the bus to monitor student behavior.

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

**BID PROPOSAL FORM
UTICA CITY SCHOOL DISTRICT
UTICA, NEW YORK**

TITLE & DATE OF SPECIFICATION:

DATE OF PROPOSAL:

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 I

COMPANY NAME _____

Bidders must indicate in words and figures the unit and total prices for each of the options for which they are submitting a bid. In the event of any mathematical errors, the worded unit price will prevail. We, the undersigned, having examined the specifications and having familiarized ourselves with the conditions and requirements of the proposed contract, hereby propose to furnish the required transportation as indicated for the various categories:

Leased Vehicles

Option 1. Unit price per bus, per day Type-A 30 passenger School Buses

Unit Price _____ per bus per day = total amount (45 Buses) \$ _____

TOTAL BID PROPOSAL FORM I \$ _____

Please note these numbers are approximate and are subject to change.

The number of buses may increase or decrease depending on the needs of the district.

The numbers contained here also include spare coverage buses.

Please be sure that your price includes costs for maintenance and fuel.

BID PROPOSAL FORM VENDOR INFORMATION AND SIGNATURES

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 _____