

***CITY SCHOOL DISTRICT OF ALBANY***

1 Academy Park, Park Albany, NY 12207

**RFP 0311-24**

**REQUEST FOR PROPOSALS  
FOR STUDENT TRANSPORTATION SERVICES**

**Date Issued: February 13, 2024**

**Transportation Proposer Information**

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

## TIMELINE

- A.** Mailing of Requests for Proposal:
  - a.* February 13, 2024
- B.** Informational meeting and opportunity for questions:
  - a.* February 29, 2024 at 1:00 pm at 1 Academy Park, Albany, NY
- C.** Last Date to submit questions:
  - a.* March 3, 2024 (to Durett Miles: [dmiles@albany.k12.ny.us](mailto:dmiles@albany.k12.ny.us))
- D.** Deadline for submission of proposal to the Purchasing Agent (must receive by):
  - a.* March 11, 2024 at 2:00 pm
- E.** District proposal review process begins:
  - a.* March 12, 2024
- F.** Approval by the Board of Education (tentative):
  - a.* March 21, 2024
- G.** Work to begin:
  - a.* July 1, 2024
- H.** Student transportation services to be begin:
  - Date:* First day of school, September, 2024

## Submittal Instructions

Address: City School District of Albany  
RFP Submittal – Transportation Services  
1 Academy Park  
Albany, NY 12207

Phone: (518) 475- 6050

Fax: (518) 475- 6054

Email: [dmiles@albany.k12.ny.us](mailto:dmiles@albany.k12.ny.us) (for questions, actual proposals must be delivered hard copy – 1 original, 4 copies)

## PROPOSER'S CHECKLIST

This checklist is provided for proposers. Each proposer must ensure his/her complete compliance with all requirements of the proposal documents and Section 156.12 of the Regulations of the Commissioner of Education. Compliance with the proposal requirements is the sole responsibility of the proposer.

- Letter from insurance company guaranteeing appropriate coverage
- Responses to previous experience of the proposer in transporting students
- Responses to information regarding the transportation company where the principals of the proposer have been an owner or a manager and previous experience
- Responses to description of any safety programs implemented by the proposer
- Responses to record of accidents in motor vehicles under the control of the proposer
- Responses to driving history of employees of the proposer
- Responses to inspection records and model year of the motor vehicles under the control of the proposer. Proposer must possess and demonstrate facilities, knowledge, and capabilities to satisfy all New York State Department of Transportation rules, regulation, and vehicle inspection requirements. The successful proposer shall provide a copy of the NYS DOT BUSNET summary and profile for the past three rating periods with the proposal.
- Responses to maintenance schedule of the motor vehicles under the control of the proposer
- Responses to financial analysis of the proposer
- Responses to proposer's compliance with insurance requirements
- Any other information or data the proposer wishes to provide that further shows his/her experience or qualifications and/or ensures that high quality service will be provided to the District
- Vehicle list
- Each form of proposal completed:
  - 1. Proposal for Home to School Transportation
  - 2. Proposer Information Form
  - 3. Cost of Performance Bond (if required)
  - 4. Experience in Pupil Transportation Form
  - 5. Conflict of Interest Form
  - 6. Non-Collusive Proposal Certification Form
- All pages of proposal documents included and initialed
- All proposals properly signed
- One (1) original and four (4) copies of proposal and related materials
- Each company submitting a proposal must submit with their proposal the required documentation. Proposers who do not submit the required documentation will not be considered for award of contract. Documentation submitted with this proposal will be kept on file by the School District and the School District may waive submission of such documentation for future Request for Proposals for a period of one calendar year from the date of this proposal.

**REQUEST FOR PROPOSAL**  
**SPECIFICATIONS**  
**ARTICLE 1: GENERAL GUIDELINES**

ARTICLE 1.1: Introduction

The City School District of Albany (hereafter “the District”) is requesting proposals for the provision of bus service herein described. The enclosed Specifications outline all the requirements and conditions for furnishing this service. Any aspects of the service not addressed by this Specification are left for the proposer to address. It is important for the proposer to state any assumptions on which its proposal rests. The contract will be awarded to the proposer with the highest point total as scored by the committee. It is appropriate to emphasize that the lowest cost proposer may not be the best. The District recognizes the complicated nature of delivering safe, reliable, efficient school transportation. In order to adequately measure the capabilities of the proposer, the District will evaluate and score each proposal in accordance with the categories presented below as defined in 8 NYCRR §156.2. The Commissioner Regulation takes precedence should there be any inconsistencies with this RFP document.

The maximum point allowance for each category is indicated. Total possible points are 100.

<u>Category</u>	<u>Maximum Points</u>
1. Previous experience of proposer in school bus transportation.	10
2. Name of each additional transportation company in which proposer is or have been a principal and the proposer’s experience with same.	5
3. Safety programs implemented by proposer. Include supporting documents in proposal.	5
4. Record of accidents in motor vehicles under the control of the proposer for the past five (5) years, if applicable. List insurance runs and ratio of injury vs. physical damage.	10
5. Driving history of employees of the company and driving practices. Include abstracts and driving records.	7.5
6. Inspection records and model year of the motor vehicles under the control of proposer NYS DOT BUSNET score. Include BUSNET for <b>ALL</b> locations.	20
7. Maintenance schedule of the motor vehicles under the control of the proposer. List programs and preventive maintenance programs implemented and followed.	7.5
8. Financial analysis of proposer (include financial statements)	5
9. Compliance with the state and local insurance and bonding requirement. Include insurance certificate.	5
10. Overall cost of proposal over the period of time requested	<u>25</u>

*Total: 100*

The District reserves the right to consider all relevant and reasonable criteria in selecting the successful proposer, which may or may not be expressed in this Specification description.

Scoring Information:

<b>1</b>	<b><u>PREVIOUS EXPERIENCE</u></b>	
	The evaluator will rate the proposers' previous experience in providing service to the District, and other districts of comparable size. Priority should be given to the level of service provided to the District. Safety, on time performance, problem solving, accessibility of management, and driver experience are to be considered in evaluation of the proposer. Scores may range from a high of 10 points to a low of 0 points.	
<b>2</b>	<b><u>OWNER &amp; MANAGER</u></b>	
	The evaluator will rate the interaction with managers & owners during the course of performance in the District. If the proposer has not had previous experience with the District, the evaluator should contact other districts where comparable service has been provided by the proposer. Scores may range from a high of 5 points to a low of 0 points.	
<b>3</b>	<b><u>SAFETY PROGRAMS</u></b>	
	The evaluator will rate the safety programs implemented by the proposer and compliance with all appropriate State Agencies. Evaluation of training programs, manuals, drug and alcohol testing, as well as mandated courses should be considered. Scores may range from a high of 5 points to a low of 0 points.	
<b>4</b>	<b><u>ACCIDENTS</u></b>	
	The evaluator should consider the number of accidents relative to the number of vehicles operated and total miles driven. The number of accidents involving injury should be weighed more heavily than minor damage accidents. Scores may range from a high of 10 points to a low of 0 points.	
<b>5</b>	<b><u>DRIVING HISTORY OF EMPLOYEES</u></b>	
	The evaluator will review the driving records of the employees of the proposer including their 19A records, accident records and length of service. Scores may range from a high of 7.5 points to a low of 0 points	
<b>6</b>	<b><u>VEHICLE MAINTENANCE</u></b>	
	The New York State DOT BUSNET ratings for the proposer for ALL terminals will be considered. Scores for this section will be determined by the BUSNET ratings as follows:	
	<u>100-97% for ALL terminals      20 points</u>	
	<u>96-93% for ALL terminals      18 points</u>	
	<u>92-85% for ALL terminals      16 points</u>	
	<u>84% or lower                      0 points</u>	
<b>7</b>	<b><u>PREVENTATIVE MAINTENANCE</u></b>	
	The evaluator will review the preventive maintenance of the proposer. Frequency of major repairs should be noted as it relates to the age of the equipment and the down time of vehicles for repairs. Scores may range from a high of 7.5 points to a low of 0 points.	

	<u>Scoring Information Continued</u>	
<b><u>8</u></b>	<b><u>FINANCIAL ANALYSIS</u></b>	
	The evaluator will review the financial documents submitted to determine the financial strength of the proposer. Added value should be given to proposers submitting certified financial statements or in the case of publicly traded companies, their annual report. Scores may range from a high of 5 points to a low of 0 points.	
<b><u>9</u></b>	<b><u>INSURANCE</u></b>	
	The evaluator will review all information submitted to ascertain that the District's requirements are fully met. Score may be 5 points for full compliance or 0 points for non-compliance.	
<b><u>10</u></b>	<b><u>OVERALL COST</u></b>	
	The scores for total cost of the proposal will be scored as follows:	
	Points for overall cost will be awarded as based on awarding 25 points to the lowest priced proposer, 20 points to the second lowest priced proposer, 15 to the third lowest priced proposer and 10 points to the fourth lowest priced proposer.	
<b>TOTAL SCORE</b>		

## ARTICLE 1.2: Rejection of Proposals

The District reserves the right to reject any and all proposals upon its sole discretion. Responsible proposers who meet the District's criteria are requested to submit a sealed proposal for this work. The listed factors will be considered in any award of contract and all work will be performed under the statutes and regulations of the State of New York, the New York State Department of Education and the District that relate to school bus transportation and school bus drivers.

## ARTICLE 1.3: Prohibition against Conflicts of Interest, Gratuities and Kickbacks

1.3.1: Any employee or any official of the District, elective or appointive, who shall take, receive, or offer to take or receive, either directly or indirectly, any rebate, percentage of contract, money, or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business, for, or to, or from, any person, partnership, firm or corporation, offering, proposing for, or in the open market seeking to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

1.3.2: Every person, firm, or corporation offering to make, or pay, or give, any rebate, percentage of contract, money or other things of value, as an inducement or intended inducement, in the procurement of business, or the giving of business to any employee of the District, elective or appointive, in his efforts to propose for, offer for sale, or to seek to make sales to the District, shall be deemed guilty of a felony and upon conviction such persons shall be punished to the full extent of the law.

## ARTICLE 1.4: Definitions, General Information and Instructions

1.4.1: Addenda: Written or graphic instruments issued by the District prior to the execution of the contract which modify or interpret the Specification documents by addition, deletions, clarifications or corrections.

1.4.2: Proposal: A complete and properly signed document, proposing to do the work for the sum(s) stipulated therein supported by the data called for by the Specifications.

1.4.3: Proposed Contract Sum: The stated sum in the Proposal for which the proposer offers to perform the work described in the Specifications and other documents composing the Proposal.

1.4.4: Proposer: One who submits a proposal for the contract with the District for the work described in the Specifications.

1.4.5 In District shall mean any school, public, private, parochial or charter within the District's boundaries.

1.4.6: Specifications: The detailed scope of work and conditions by which the work shall be completed, including any addenda, prior to receipt of proposals.

1.4.7: Time Calculations: Time will be calculated from when the first child boards a bus until the last child exits the bus at a school on an AM route, from the time the first child boards the bus and the last child exits the bus on a noon time route, or from the time the first child boards the bus at a school site until the last child exits the bus the end of the route. All definitions set forth in the general conditions of the contract for services or in the other contract documents are applicable to the proposing documents.

1.4.8: The Transportation Supervisor will represent the Board of Education on most pupil transportation matters. The Superintendent, the Assistant Superintendent for Business Affairs, and the Purchasing Agent or their designee may also act as agents for the Board of Education on pupil transportation matters.

1.4.9: Transportation shall be furnished for a school year of approximately one hundred eighty (180) days. The official school calendar will determine the exact number of days and the dates that the buses will be in operation. Bus service shall begin with the first day of school and end as determined by the official school calendar. The successful proposer will be notified in writing of any changes in the official school calendar that are made by the Board of Education. (For example: The Board of Education may hold school open to make up lost time on vacation days, holidays, and/or after school has originally been scheduled to close). Buses serving parochial and other non-public schools shall run in accordance with calendars established for those schools and/or as required by the Transportation Supervisor. The successful proposer under this contract shall provide bus service every attendance day of any calendar month. Payment will be made monthly based on one-tenth (1/10) of the proposed prices per bus per year. The District will normally issue payment within 30 working days after the receipt of invoice. Should transportation be necessary during Regents examination weeks in January and June of each year, such services shall be supplied by the success proposer at the contract price. Half days with any combination of schools shall be paid at the regular daily full day rate.

1.4.10: When the City School District of Albany schools are cancelled due to weather, all school bus services to private and parochial schools in the District and outside the District are cancelled. When the District is closed due to the observance of a Holiday all school bus services are cancelled unless the Transportation Supervisor notifies the successful proposer in writing that services will be needed.

1.4.11: A person authorized by the School District shall be permitted to ride on any bus at any time when it is performing services hereunder. The successful proposer shall require each driver who drives under any of these contracts to identify himself/herself to any school official requesting identification by presenting a valid driver's license.

1.4.12: In the event of strike of bus personnel or any other event causes an interruption of services for twenty-four (24) hours, the Board of Education shall have the right to secure such other pupil transportation as may be necessary and charge the cost of same to the successful proposer. No payment shall accrue to the successful proposer during any strike and deductions shall be based on the cost of the bus(es) per day involved daily, as determined by the school calendar and contract price.

1.4.13: The successful proposer shall be required to carry out all reasonable requests and instructions of the Transportation Supervisor and his/her authorized representative.

1.4.14: The successful proposer shall make all records available for audit by the Department of Audit and Control as authorized by section 3525 of the Education Law.



## ARTICLE 2: INSTRUCTIONS

### ARTICLE 2.1: Invitation

One (1) original and four (4) copies of the proposer's sealed proposal for the following work will be received by Francis Rielly, Purchasing Agent, City School District of Albany, 1 Academy Park, Albany, NY, 12207 on the date hereinafter specified for the furnishing of all drivers, bus attendants, equipment, services and necessary buses and related vehicles required to provide contract bus service to the District.

### ARTICLE 2.2: Project Description

This proposal consists of supplying necessary buses, drivers, and bus attendants to perform the transportation described in the Detailed Specifications. The proposer will assign the District a management person who will be responsible for handling all of the District's needs. All vehicles used in this contract will be assigned to one terminal of the proposer, if they have more than one terminal.

### ARTICLE 2.3: Program Growth

The District reserves the right to increase or decrease the number of buses over the life of the contract, based on the added or deleted buses traveling the same approximate mileage per bus as indicated in this Specification. The cost of the added buses, if needed, will be at the per diem cost approved in the contract. The proposer may suggest a viable alternative to increased bus service, however, the District retains the right to make the final determination as to the course of action to follow. Should the District's program change significantly in scope, either party may request that appropriate pricing adjustments be considered.

In the event the proposer to whom the contract is awarded fails to perform the contract satisfactorily, the School District reserves the right to cancel the contract without in any way releasing the defaulting proposer from any claim the School District may have against the defaulting proposer for breach of contract. The School District may use the bid security in partial satisfaction of such claim and to defray the expense of obtaining the services elsewhere.

### ARTICLE 2.4: Time and Date of Deadline

Proposals will be received until **2:00 PM March 11, 2024**. All proposals must be received by the time and date designated in this document and none will be considered thereafter. The District will not assume the responsibility for any delay as a result of the failure of the mail to deliver proposals on time.

ARTICLE 2.5: Proposal Availability

After award of the contract, all proposals shall be open to public inspection, subject to any continuing prohibition under disclosure of confidential data which is designated as such in a proposal (consistent with state law and District policy).

ARTICLE 2.6: Mailing Address

Proposals must be mailed or delivered to the City School District of Albany, Business Office, Academy Park, Albany, NY 12207, in a package clearly marked " RFP Submittal – Transportation Services".

ARTICLE 2.7: Specification Availability

Proposers may receive copies of the Specifications at the address above between 9:00 AM and 3:00 PM, Monday through Friday, prior to the time and date specified.

ARTICLE 2.8: Informational Meeting

Each proposer is invited to attend an informational meeting on February 29, 2024 at 2 PM in the District's Business Offices located at 1 Academy Park, Albany, NY 12207, at which time the requirements, needs and specifications of the contract will be discussed and any questions answered. All questions or clarifications can be submitted in writing to the attention of Durett Miles, Transportation Supervisor, 75 Watervliet Ave, Albany, NY 12206, or dmiles@albany.k12.ny.us. The requested information will be provided to all prospective bidders known to the District.

### **ARTICLE 3: BONDING AND PROPOSAL SECURITY**

#### ARTICLE 3.1: Proposal Bond

All proposals shall be accompanied by a proposal bond or irrevocable letter of credit of \$1,000 pledging that the proposer will enter into a contract with the District on the terms stated in his/her proposal.

#### ARTICLE 3.2: Retention of Proposal Security

The District will retain the proposal security of proposers until either (a) the contract has been executed and performance bonds have been furnished, if required, or (b) the specified time has elapsed so that the proposals may be withdrawn, or (c) all proposals have been rejected.

#### ARTICLE 3.3: Requirement of Performance Bond

Within ten (10) calendar days after Award of Contract by the Board of Education, each company having been awarded a contract or contracts will submit to the District a Performance Bond in the amount of one hundred percent (100%) of the total amount of the contracts. The decision to require a performance bond rests in the sole discretion of the District. It shall be written on a form acceptable to the District and the Attorney-in-Fact who executes the bond on behalf of the surety shall affix to the bond a certified and current dated copy of his/her Power-of-Attorney. The bonding company must be authorized and licensed in New York State. Failure to submit a Performance Bond in the amount and sum so specified will be cause for the District to cancel the contract or contracts and award to the company whose proposal is deemed to be the best in accordance with the scoring procedures outlined on pages four and five.

#### ARTICLE 3.4: Format of Bond

Unless otherwise specified, the bonds shall be written in a form acceptable to the District.

#### ARTICLE 3.5: Time of Delivery of Bonds

If required, the proposer shall deliver bonds to the District as prescribed above.

## ARTICLE 4: CONTRACT

### Article 4.1: Period of Contract

Service shall begin as directed by the school district.

Contract(s) will be awarded for the 2024 – 2025 school year. The District reserves the right, at its option, to extend contract(s) after the 2024 – 2025 school year at the CPI for up to four years or longer if permitted by SED and/or law, if the prior years' service has been deemed satisfactory by the District.

### ARTICLE 4.2: Award of Contract

4.2.1: The issuance of an award of the contract is contingent upon securing an acceptable proposal within the District's discretion.

4.2.2: The contract entered into will be evidenced and finalized upon the execution by the District.

4.2.3: Unless otherwise provided in the Specifications, the contract will be initiated between the District and the successful proposer.

4.2.4: Neither the contract nor any interest therein or payments to be made thereunder shall be assigned, transferred or otherwise disposed of without prior written consent of the District, and such consent may be withheld for any reason whatsoever, completely at the discretion of the Board of Education of the City School District of Albany.

4.2.5 The District may, in its discretion, award a separate contract for each route.

4.2.6 The contract will be awarded to the best proposal as determined by the District. The lowest cost proposal will not be the determining factor in awarding a contract. The District will evaluate and score each proposal in accordance with categories presented in Article 1.1 on page 3.

## ARTICLE 5: PROPOSALS

### ARTICLE 5.1: Right to Reject

The District reserves the right to reject any and all proposals and to waive all formalities and/or technicalities where the best interests of the District may be served including the right to award a contract without any further discussion or negotiation with anyone proposing these services.

### ARTICLE 5.2: Prices

5.2.1: All prices quoted by various vendors must be firm prices for a period of 90 days to allow acceptance by the District. If awarded the contract, the prices will then be firm during the time period indicated by the proposer.

5.2.2: All prices and quotations must be in ink or typewritten. No pencil figures will be accepted. It is preferred that a clean and correct document be submitted. If it is necessary to make corrections on the original document, mistakes are to be crossed out and corrections inserted adjacent thereto and initialed by the person signing the proposal. Also, corrections made with correction tape or fluids are to be initialed.

### ARTICLE 5.3: Proposal Documents

5.3.1: Proposer and others may obtain Specifications in the manner stated in the advertisement.

5.3.2: Complete sets of Specifications shall be used in the preparation of individual proposals. The District assumes no responsibility for misinterpretations resulting from the use of an incomplete set of Specifications.

5.3.3: The District, in making copies of the Specification available on the above terms, does so only for the purpose of obtaining proposals on the work and does not confer a license or grant for any other use.

### ARTICLE 5.4:

5.4.1: The proposer shall submit one (1) original and four (4) copies of the proposal, addressing all areas required by this Specification.

5.4.2: The proposer shall furnish all support data. Failure to address all segments of the Specifications may result in rejection of the proposal at the District's discretion.

5.4.3: The proposer may make additional stipulations or qualify his proposal in any other manner. However, the District will consider such alternatives at its discretion.

5.4.4: The proposal shall include the legal name of the proposer and a statement whether the proposer is a sole proprietor, a partnership, a corporation or other legal entity, and each copy shall be signed by the person or persons legally authorized to bind the proposer to a contract. A proposal submitted by an agent shall have a current Power-of-Attorney, certificate of authorization, or organizational resolution attached certifying agent's authority to bind the proposer in contract.

ARTICLE 5.5: Intent to Propose

5.5.1: A request for the Specifications and supporting documents shall be considered as intent of the firm that it intends to submit a proposal. In the event the firm elects not to submit a proposal, it is requested that notification of such fact be furnished to the District on or before five (5) days prior to the closing date for receipt of proposals.

5.5.2: The District may, within five (5) days prior to the closing date for receipt of proposals, publish a final listing of all declared proposals and duly issued addenda. The published listing is for general information purposes and the exclusion or inclusion of any firm in no way constitutes and/or implies a legal responsibility upon the District or the approval and acceptance of the qualification of listed proposer, material or equipment supplier. If the proposer notes that he is not in receipt of certain or any of the listed addenda, it shall be his/her responsibility to obtain copies from the District.

ARTICLE 5.6: Submission of Proposals

5.6.1: The proposal and any support data required to be submitted with the proposal shall be enclosed in an opaque, sealed envelope with the name of the RFP clearly labeled on the outside of said envelope.

5.6.2: The cost proposal shall be included in overall contract figures and in annual figures and included in the sealed package. A detailed schedule that replicates the current system and provides adequate explanation for computing the annual cost must also be included. Alternative pricing methods may be considered only if the proposer is considered responsive to pricing the current system.

5.6.3: Proposals shall be neatly organized and **include tabs** identifying supporting documentation for **each** of the categories to be evaluated and scored (Previous Experience, Owner & Manager, etc.). Proposals that are not received in this format may be rejected by the District.

5.6.4: Proposals shall be deposited at the designated location prior to the time and date for receipt of proposals or any extension thereof made by addendum.

5.6.5: Proposals received after the closing time and date for receipt of proposals will be returned unopened to the proposers and will not be considered.

5.6.6: Proposers shall assume full responsibility for timely delivery at location designated for receipt of proposals.

5.6.7: Oral, telephonic or facsimile proposals will not be accepted and will not receive consideration.

ARTICLE 5.7: Authentication of Proposal and Affidavit of Non-Collusion and Non-Conflict of Interest

Authentication of proposal, affidavit of non-collusion and non-conflict of interest forms shall be fully signed and executed and included with the proposal. Failure to sign and execute these documents and include same with the proposal shall automatically invalidate the proposal.

ARTICLE 5.8: Proposer's Representative

Each proposer by making his/her proposal represents that:

5.8.1: He/she has read and understands the Specification documents and his/her proposal is made in accordance therewith.

5.8.2: He/she has visited the District and has familiarized himself/herself with the local conditions under which the work is to be performed.

5.8.3: His/her price proposal is based upon personnel and equipment described in the Specification and in accordance with all Specification conditions and terms without exception.

ARTICLE 5.9: Qualifications of Proposer

5.9.1: Each proposer shall submit as part of the proposal a statement of proposer qualifications. The District shall have the right to take such steps, as it deems necessary to determine the ability of the proposer to perform the work in a prompt and efficient manner per the Specification.

5.9.2: In determining the qualifications and responsibilities of the proposer, the District shall take into consideration those criteria listed in Section 1.1.

5.9.3: The District reserves the right to reject any proposal where an investigation and evaluation of the proposer's qualifications would give doubt that the proposer could perform prompt and efficient completion of the work per the Specifications.

ARTICLE 5.10: Discussion of Proposals

5.10.1: The District may conduct negotiations of technical aspects of the proposals and/or prices after reviewing all proposals submitted. These negotiations will involve only vendors who submit proposals that fall within the competitive range.

5.10.2A committee will review and evaluate the proposals.

## **ARTICLE 6: PROPOSAL CONSIDERATION**

### ARTICLE 6.1: Proposal Review and Negotiations

6.1.1: Post proposal negotiations may be conducted jointly with representatives of the District and the proposer's representative.

6.1.2: The proposer's representative shall be qualified to answer and give administrative and technical clarification relative to the proposal.

### ARTICLE 6.2: Rejection of Proposals and Waiver of Technicalities or Informalities

6.2.1: The District reserves the right to reject any and all proposals and to waive technicalities and minor irregularities in proposals.

6.2.2: Grounds for rejection of proposals include, but shall not be limited to:

- (a) Failure of a proposal to conform to the essential requirements of the Specification.
- (b) Failure of a proposal to conform to the Specifications contained or referenced in the Specification.
- (c) Failure of a proposal to conform to the delivery or completion established in the Specification.
- (d) Submission of a proposal that imposes conditions that would modify the terms and conditions of the Specification or limit the proposer's liability to the District on the contract awarded on the basis of such proposal.
- (e) Submission of a proposal determined by the District to be unreasonable as to price.
- (f) Submission of a proposal determined not to be from responsible proposers.
- (g) Failure of a proposal that fails to guarantee when required by the Specifications.

6.2.3: Technicalities or minor irregularities in proposals which may be waived when the District determines that it will be in the District's best interest to do so, are mere matters of form not affecting the material substance of proposal or some immaterial deviation from, or variation in, the precise requirements of the Specification and having none, or a trivial or negligible effect on price, quality, quantity or performance of the services being procured, the correction or waiver of which will not affect the relative standing of; or be otherwise prejudicial to other proposers. The District may either give a proposer an opportunity to cure any deficiency resulting from a technicality or minor irregularity in his/her proposal or waive such deficiency where it is advantageous to the District to do so.



ARTICLE 6.3: Interpretation or Correction of Proposals

6.3.1: Proposers shall promptly notify the District of any ambiguity, inconsistency or error, which they may discover upon examination of the Specification or of the local conditions.

6.3.2: Proposers desiring clarification or interpretation of the Specifications shall contact Durett Miles, Transportation Supervisor at: dmiles@albany.k12.ny.us by the close of business on March 3, 2024.

6.3.3: Any interpretation of, or correction, or change to the Specifications will be made by addendum, issued by the District. Interpretations of, or corrections, or changes to the Specifications made in any other manner will not be binding and proposers shall not rely upon such interpretations, corrections and changes.

ARTICLE 6.4: Treatment of Proposals

6.4.1: Proposals will not be open to public inspection nor be disclosed to unauthorized persons prior to award of contract. However, after award of contract, all proposals shall be open to public inspection, subject to any continuing prohibition on the disclosure of confidential data that is designated as such in any proposal consistent with State law and Board policy.

6.4.2: A contract may be awarded on the proposals as submitted, or the District may elect to negotiate as to technical performance or price, or both, with proposers whose proposal falls in the competitive range as defined in the Specifications.

ARTICLE 6.5: Modification or Withdrawal of Proposal

6.5.1: A proposal may not be modified, withdrawn or canceled by the proposer during the stipulated time period following the time and date designated for the receipt of proposals, unless it is determined by the District it is in its best interest to do so.

6.5.2: Prior to the closing time and date designated for the receipt of proposals, proposals submitted early may be modified or withdrawn only by notice to the party receiving proposals at the place and prior to the closing time designated for receipt of proposals. Such notice shall be in writing over the signature of the proposer or by letter and must be received by the District prior to the official closing time and date for receipt of proposals.

6.5.3: Any modification shall be so worded as not to reveal the amount of the original proposed sum. To do so will render the modification and original proposal invalid.

6.5.4: Withdrawn proposals may be resubmitted up to the closing time designated for the receipt of the proposals provided that they are then fully in conformance with these instructions to proposers.

ARTICLE 6.6: Addenda

6.6.1: Addenda will be mailed or delivered to all who are known by the District to have requested and been furnished with Specifications.

6.6.2: Copies of addenda will be made available for inspection wherever Specifications are on file for that purpose.

6.6.3: No addenda will be issued later than February 29, 2024.

6.6.4: Each proposer shall ascertain prior to submitting his/her proposal that he/she has received all addenda issued.

ARTICLE 6.7: Confidential Data

6.7.1: Proposers may designate those portions of the initial proposal that contain trade secrets or other proprietary data that is to remain confidential.

6.7.2: If the District does not agree with the confidentiality of such data, or any portion thereof; it shall inform the proposer in writing what portions of the proposal will be disclosed and that, unless the proposer protests the determination of the District or unless the proposer withdraws his/her proposal, the portions of the proposal so determined to be non-confidential will not be treated as confidential.

## **ARTICLE 7: PRICING**

### ARTICLE 7.1: Pricing

7.1.1: The proposer shall submit with his/her proposal the cost figure for the transportation described herein, replicating the current system. Such figures must be accompanied by detailed support of the calculations satisfactory to the District.

7.1.2: The price shall include all labor, materials, equipment, necessary buses, supplies, fuel, overhead and profit, and all other related costs.

7.1.3: The District reserves the right to correct mathematical errors in extensions and additions by the proposer. The District's corrected proposal sum total shall take preference over the proposer's computed proposal sum total.

7.1.4: The routes herein described may be changed at the option of the City School District of Albany provided that said District files a statement indicating changed routes with the successful proposer and notifies the successful proposer of proposed changes.

7.1.5: Awarded bidder will submit all invoices for services through June 30, 2025 to the Business Office by July 15, 2025. Failure to provide such invoices, will be a basis for the District to deny payment. If renewals occur, the deadline will be July 15 of subsequent years.

## ARTICLE 8: EQUIPMENT AND PERSONNEL

### ARTICLE 8.1: Bus Listing

The proposer shall submit:

8.1.1: Equipment Ownership: Proof of ownership, or financing and ability to deliver the required number of school buses under this Specification (including spare buses) must be provided. A complete vehicle listing with age and model must also be provided. A physical inspection of all equipment and resumes of key personnel will be part of this evaluation.

8.1.2: Technical Plan: A technical plan with specific dates must be provided to track the events that will lead up to the first day of service under this contract. Such dates should include delivery of equipment, hiring of staff and drivers, completion of routing information, etc.

8.1.3: Maintenance Program: A copy of all policies and procedures concerning school bus preventative and regularly scheduled maintenance must be submitted.

8.1.4: Facilities: A detailed description of all terminals and maintenance facilities must be submitted. This should include location, square footage, age, condition and a list of other equipment or resources available to better serve the district. A physical inspection of these facilities may be part of this evaluation. Photographs may be included and are encouraged.

8.1.5: NYSDOT Records: A current report from the NYSDOT Busnet computer database must be submitted for the previous three years. If this information is not available, please explain. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

8.1.6: The successful proposer must submit a statement prior to first date of service from the New York State Department of Transportation that the proposer complies in full with all maintenance requirements of the New York State Department of Transportation and must remain in compliance throughout the duration of the contract and any extension thereof. This shall especially include the maintenance Sections of 720 and 721 of the New York State Department of Transportation Rules and Regulations.

8.1.7: All buses used in performance of this contract must be equipped with working seat belts for all passengers.

8.1.8: All buses used in the performance of this contract must be equipped with stop arms. The stop arms must be equipped with Stop Arm Cameras.

8.1.9: The successful proposer shall provide the District with a portable two-way radio capable of monitoring vehicles supplied to the District in performance of this contract.

8.1.10 All buses used in the performance of this contract must be equipped with video cameras which will run while trips are being conducted with students on board. Video recording including audio must be provided to the District, upon request, electronically on a USB zip drive or similar. All cameras and recorders shall be kept in good working condition by the successful proposer(s). If video equipment is found to be malfunctioning a repair order for the work must be presented to the District within 48 hours of the defect being found, failure to repair malfunctioning equipment may result in a violation of the contract.

8.1.11 All buses used in the performance of this contract MUST be parked at the terminal at the end of each route. A driver may take no bus assigned to service in the contract home. All drivers serving the City School District of Albany MUST be seen and signed in by a dispatcher or manager prior to each morning, midday or afternoon run.

8.1.12 ALL vehicle records (DOT) must be maintained at the terminal servicing this contract and be readily available for review and inspection by the district at any time.

8.1.13: All vehicles to be used will be omnibuses painted National School Bus Chrome, displaying a signed marked "School Bus" and must meet all Federal construction standards and N.Y.S. D.O.T. requirements.

8.1.14: All passenger buses will be equipped with an eight (8) light (New Jersey) warning system. Vehicles will be inspected by the Supervisor of Transportation within two weeks after notification of award of contract to determine that the light systems are installed and in operating order.

8.1.15: All buses shall be two-way radio equipped, capable of transmission up to twenty (20) miles. Vehicles will be inspected by the Supervisor of Transportation within two weeks after notification of award of contract to determine that the two-way radio units are installed and in operating order.

8.1.16: All buses shall either be equipped with GPS or agree to have a District owned GPS unit installed.

8.1.17: The successful proposer shall provide at no additional charge direct communication between the bus company office and the Office of the Supervisor of Transportation through a telephone "hotline" reserved for the exclusive use of the Transportation Supervisor in emergency situations or guarantee immediate access to the dispatcher.

8.1.18: The minimum and maximum seating capacity of school buses is set forth in the Proposal Offer Sheet covering a particular type of transportation contract. Vehicles shall not exceed this pupil capacity for the transportation of pupils involved. The number of such buses is determined by the estimated number of children to be transported under each contract.

8.1.19: At all times an identifying number designating the particular route established by the Transportation Supervisor shall be visible in the window of the front seat on the door side of each bus. These bus numbers will be provided by the School District and shall be changed only if and when the School District finds it necessary.

8.1.20: Any bus will be removed from service if in the opinion of the Supervisor of Transportation the bus does not meet present School District standards.

8.1.21: Vehicles maintained shall be scheduled so as to assure the on-time pickup and arrival at all times. Substitute vehicles must be available to cover any emergency situations caused by vehicle breakdowns and must be dispatched within 20 minutes after notification.

8.1.22: It shall be the successful proposer's responsibility to keep the interior and exterior of buses in a clean and sanitary condition. Buses shall be cleaned and swept on the interior daily; and the exterior shall be washed at least once a week. Pupils are not to participate in fulfilling this responsibility. Pupils are not expected to litter or damage a bus. Pupils who do litter or damage a bus are to be reported to the school's Principal and/or Transportation Supervisor. In no case may debris or trash from the interior cleaning of vehicles be swept out as litter on any school property.

8.1.23: The awarded vendor of the general transportation contract will need to have a minimum of 3 minivans in their fleet.

8.1.24: A minimum of 2 dispatchers and 1 office clerk to provided phone support, mandatory email correspondence, and video coordination. The requirements of the dispatchers are as follows:

- Route coverage and assignments
- Enforcement of check in procedures prior to leaving base for AM/PM routes
- Maintaining a dispatch log to include tracking undeliverable students daily. Incident reports including bus conduct reports. Sweeper log should also be included.
- Rollout and route changes for every shift
- Alerting district of delayed routes. 1<sup>st</sup> tier late alerts should be sent to district transportation supervisor by 6:30 AM and 2:00 PM. 2<sup>nd</sup> tier alerts should be sent to district transportation supervisor by 7:30 Am and 3:00 PM

## ARTICLE 8.2: Drivers

8.2.1: The proposer must supply properly certified, qualified New York State school bus drivers. The payment of tuition for bus driver training school to certify and to qualify bus drivers and monitors will be at the expense of the proposer.

8.2.2: The successful proposer must provide a continuing safety education program for school bus drivers and students, together with periodic management bulletins to personnel concerning the safety program and strict supervision of personnel in this respect.

8.2.3: All bus drivers must comply with Section 3624 of the State Education law and Sections 156.3 of the Commissioner's Regulations. The successful proposer will also provide proof that all drivers meet the requirements as required in Article 19A of the New York State Department of Motor Vehicles, and the successful proposer must meet all the qualifications of the New York State Department of Transportation Regulations Sections 720 and 721.

8.2.4: The successful proposer must maintain a drug-testing program for transportation employees, including US DOT random drug and alcohol testing, pre-employment, post-accident, for cause and return to duty testing.

8.2.5: The successful proposer must provide cover and standby drivers as may be necessary to ensure continuity of service. The proposer shall submit a list of trained substitute drivers available, and it is expected that such list shall be at least 20% of the number of drivers needed. For example, if 48 drivers are needed, then 10 drivers need to be on the list. The list of substitutes shall be provided to the Supervisor of Transportation at least monthly.

8.2.6: The successful proposer must provide adequate personnel to supervise drivers at all times during service hours, including in-service road supervision, field surveys, conduct driver interviews and discipline, and provide liaison with the District.

8.2.7: The successful proposer must provide dispatch personnel at all times during in service hours of operations.

8.2.8: The successful proposer must provide voice communication between base of operations and drivers.

8.2.9: The successful proposer must submit a copy of the current Company policies concerning driver recruitment, training, supervision and performance evaluation.

8.2.10 All bus drivers shall be subject to annual physical examinations as stated in Section 156.3 of the Commissioner's Regulations (including an annual test for tuberculosis) and continuing approval of the school authorities. All bus drivers shall be subject to all regulations, imposed by school authorities, which are reasonable, and which are intended to safeguard the health and safety of the passengers.

8.2.11: The successful proposer shall be required to carry out all reasonable requests and instructions of the Transportation Supervisor, the Assistant Superintendent for Business or the Superintendent of Schools or their designee. This includes proof of attendance at the required two refresher courses on bus safety, the additional instructions for drivers of special need students and attendance at a driver training class.

8.2.12: ALL drivers and attendants must attend special needs training that is created, designed and instructed by the District at least twice per year. The District will work with the successful proposer(s) to set up dates and times are acceptable to all parties.

8.2.13: A complete description of the proposer's driver compensation package and negotiations history must be submitted. This must include wage rates and any of the following if provided: vacation pay, guaranteed minimum daily pay, bonuses. Agreements and/or employee handbooks must also be provided. The proposer assumes all responsibility and/or liability that may arise in connection with labor agreements involving the present provider(s) of the transportation services being sought through the Request for Proposal.

8.2.14: ALL driver records (SED, DMV) must be maintained at the terminal servicing this contract and be readily available for review and inspection by the district at any time.

8.2.15: The successful proposer (s) must provide the district with updated driver and aide rosters as well as route assignments monthly or at any other time upon request.

8.2.16: The district reserves the right to remove any driver or aide from service in the district for any reason

8.2.17: Since the actions and conduct of bus drivers reflect upon the school system as a whole, the School District reserves the right to have the successful proposer immediately replace drivers, substitute drivers or aides whose performance the Board of Education (or its authorized representatives) deems unsatisfactory. The School District reserves the right to interview and approve all drivers, substitute drivers and aides before they are assigned to service in the School District.

8.2.18: All drivers, substitute drivers and aides shall be responsible to the Supervisor of Transportation as well as the successful proposer.

8.2.19: In order to command a high public respect for the driving staff as a whole, all drivers, substitute drivers and aides shall present a neat personal appearance at all times. All drivers must wear proper footwear, closed toe shoes with good tread. Any driver, substitute driver, or aide who presents an undesirable appearance shall be subject to dismissal.

8.2.20: Each driver and substitute driver under this contract shall be required to have a valid driver's license issued by the New York State Department of Motor Vehicles and must be in compliance with and meet all requirements of Article 19A of the New York State Department of Motor Vehicles.

8.2.21: The successful proposer shall comply with all requirements of Article 19A of the New York State 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 proposal documents, the statute and regulations shall prevail. The proposer shall also comply with regulations of the DOT (Department of Transportation), DMV (Department of Motor Vehicles), SED (State Education Department), and all applicable laws. All proposers shall ensure driver compliance with the provisions of the Commissioner's Regulations Section 156.3(h) **regarding reduced idling.**



8.2.22: Each driver, substitute driver and aide shall be responsible for pupil discipline and pupil management on the bus. The driver, substitute driver and aide should report pupil problems to the Principal and/or the Supervisor of Transportation on an incident report form. Each driver, substitute driver and aide may expect help and guidance from the Principal and/or the Supervisor of Transportation on such problems. It shall be their duty to notify the Principal of the student's school immediately of all discipline problems or unusual incidents. The successful proposer must submit within one (1) day to the Transportation Supervisor a written report on each (and all) incidents during the term of this contract

8.2.23: The School District reserves the right, at any time during the school year, to assign an aide to ride any bus performing services hereunder.

8.2.24: The aide shall supervise and assist children on boarding and departing from the bus. When loading and unloading, the aide's station shall be by the loading door on the outside of the bus. The driver or aide will also be responsible to see that all children are aboard the bus on the return from school or are otherwise accounted for. A child not on the AM bus may arrive at school later in the day and will return home on the PM bus.

8.2.25: When it is necessary for a pupil to cross a road, it shall be the responsibility of the aide to accompany the pupil safely across the road.

8.2.26: ALL drivers and aides must sign and agree to maintain the confidentiality of the students, children, families, their living arrangements and any medical, special needs or other personal information made know to them through their job duties with the City School District of Albany in accordance with District policies.

8.2.27: ALL drivers and aides will adhere to District standards regarding the use of social media. They will retain a professional relationship with students, families and staff members. Any violation of this could result is dismissal of service with the City School District of Albany.

### ARTICLE 8.3: Failure to Furnish Information

The District reserves the right to reject the proposal of any proposer who fails to furnish the above information as required under Articles 8.1. and 8.2.

ARTICLE 8.4: Substitutions

8.4.1: Substitutions of prior approved buses, personnel, equipment and materials may be authorized by the District in the following instances:

- (a) Failure by the proposer to meet Specifications.
- (b) Failure of a driver to pass physical examination or meet statutory or regulatory requirements.
- (c) Failure of the proposer's supplier to meet delivery schedule or other conditions of the contract.

8.4.2: Each proposal shall identify the number, year, and mileage of available substitute buses. The number of available substitute buses to the District shall be at least 10% of the number of buses needed for the awarded routes. For example, if there are 48 routes, there needs to be at least 5 substitute buses available.

8.5.1: In view of the difficulty of ascertaining the loss which the City School District of Albany would experience by reason of default or delay on the part of the successful proposer, the following sums shall be deducted from payment due the contractor as liquidated damages and not by way of penalty, when there has been a breach of contract as specified below.

For the first ten (10) incidents, a sum of \$100.00 per incident shall be deducted: for the eleventh (11<sup>th</sup>) and all subsequent incidences a sum of \$150.00 per incident shall be deducted.

Certain incidences of breach of contract are cited below and are specifically indicated throughout the specifications. However, liquidated damages shall not be limited to these incidents cited.

1. Each failure to provide a vehicle to transport the assigned students to or from their designated school.
2. Each failure to provide a spare bus within 20 minutes after a bus has been reported to have a mechanical failure.
3. Each failure to provide a two-way radio equipped vehicle.
4. Each failure to provide a vehicle equipped with a stop arm.
5. Each failure to provide a driver approved by the District.
6. Each failure to provide a driver assistant on a route so designated.
7. Each time a vehicle arrives more than ten minutes late delivering students to their school or more than ten minutes late after the dismissal bell.
8. Each time a run is doubled-up.

9. Each time a vehicle is “parked-out” and not returned to the terminal.
10. Each time a student is transported on a bus not engaged in age/group appropriate run.
11. Each failure to submit reports.
12. Each failure to comply with DMV, DOT, or SED regulations.
13. Each time a bus is overcrowded.
14. Each failure to mark vehicles with appropriate route number(s).
15. Each instance of unauthorized re-routing or scheduling.
16. Each failure to carry on board each bus a current schedule, list of the riders and Accident Report Forms.
17. Each failure to maintain schedule.
18. Each violation of Article 11 – Safety.
19. Each failure to provide a qualified aide as called for.
20. Each failure to notify the Transportation Supervisor that a bus is going to have a delay of more than fifteen (15) minutes when it is reasonably known the delay will exceed fifteen (15) minutes.
21. Each failure to provide requested video recording within 48 hours of written request.

8.5.2: In the event any student is dropped off at the wrong location, left unattended by a responsible adult, or cannot be located, a sum of \$5,000 will be deducted for the first occurrence and \$10,000 per incident thereafter.

## ARTICLE 9: ROUTING AND SCHEDULING

9.1.1: The Transportation Supervisor will provide to the successful proposer Route Sheets which include:

- a. Schedule for the Route
- b. A List of Pick-up Points
- c. A List of Pupils

9.1.2: The Supervisor of Transportation will develop the route and times that the pupils will be picked up. The successful proposer shall not change the bus schedule in any way without permission from the Transportation Supervisor. The Board of Education reserves the right to make specifications flexible on the uses of buses. The Board of Education further reserves the right to change the beginning and/or ending times of any route by up to forty-five (45) minutes. The Board of Education can change routes or reassign vehicles within reason and add pupils up to the capacity of vehicles. No pupils other than those for whom the School District has contracted may be transported except as directed by the Transportation Supervisor.

9.1.3: Whenever changes in schedules and routes or changes in Board of Education transportation policy result in overcrowding, the successful proposer shall provide additional buses as required. For the purposes of the computation of costs, the number of days in the school year will be determined by the official school calendar for the year concerned.

9.1.4: If transportation requirements should change so that one or more bus(es) are no longer needed, costs shall be adjusted in the same manner as indicated in Article 9.1.3 and payment shall be made only for days of bus use. This provision shall be effective only after reasonable notice of not less than two weeks has been given the successful proposer.

9.1.5: At all times each bus must carry the schedule of all regular stops it will cover, the list of riders and Accident Report Forms. Said schedules, pupil lists, and Accident forms will be provided by the Transportation Supervisor.

9.1.6: In the event of bus breakdown or other unforeseen emergency, the successful proposer shall have a sufficient number of spare buses available to avoid interruption of schedules. Should a vehicle incur a delay of more than fifteen (15) minutes at the commencement of or at any time during performance of a route, the successful proposer shall immediately notify the Transportation Supervisor. The successful proposer shall provide a substitute bus within 20 minutes after notification. Failure to notify the Transportation Supervisor or to provide a substitute bus shall cause a penalty in accordance with 8.5 to be charged. The School District reserves the right to assign a back-up vehicle to perform the route and to deduct the charges from the monthly statements.

9.1.7: For each route, the successful proposer must have the capacity to provide emergency transportation on one hour's notice in the event that schools are closed prior to the end of the regular school day, and to transport students home at noontime when a school has half-day session at no additional charge regardless of schools involved in the half-day.

## **ARTICLE 10: TAXES AND PAYROLL DEDUCTIONS**

### ARTICLE 10.1: Deduction for Taxes

The successful proposer shall be liable for payment of all applicable payroll taxes or deductions required by local and federal law, social security, Medicare, and unemployment.

### ARTICLE 10.2: Worker's Compensation Insurance

The successful proposer shall carry Worker's Compensation Insurance, Disability Benefits and employer's liability insurance in the full amount as required by law.

## **ARTICLE 11: SAFETY**

### Article 11.1

11.1.1: All traffic regulations must be observed at all times.

11.1.2: Each driver is expected to remain on his/her bus at all times when pupils are on the bus. Each driver is specifically required to be on his/her bus supervising the loading and unloading of pupils at all times, unless otherwise directed. It may be necessary for the driver to assist in loading and unloading.

11.1.3: All pupils riding on buses shall be transported to their designated stops. Drivers and assistant drivers shall see that pupils get off the bus at designated stops; exceptions shall be reported to the Transportation Supervisor immediately. Drivers and assistant drivers shall not give pupils permission to get off their bus at any stop other than the stop assigned. The School District will designate all stops and, with proper notice to the successful proposer, add or reduce the number of stops designated. Under no circumstances may the successful proposer (or any driver or assistant driver) change bus stops without permission from the Transportation Supervisor.

11.1.4: In the interest of safety, the Transportation Supervisor may inspect all vehicles prior to start of school and periodically during the school year.

11.1.5: All vehicles must be maintained in good working order, including the two-way communication system, and all such vehicles must comply with Section 8.1 of these instructions to proposers.

11.1.6: No bus shall be operated while a student is standing. Each student shall have his/her own seat.

11.1.7: The successful proposer shall provide at no additional cost a continuing safety education program for school bus drivers and assistant 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 Regulations of the Commissioner of Education 8 NYCRR, Part 156, Section 156.3h, Emergency Drills on School Buses. Training sessions on bus procedures and practices for students shall be arranged with the successful proposer who shall make available a bus for such training sessions.

11.1.8: School bus safety drills shall be held as required by regulations:

- a. During the first week of school
- b. Between November 1 and December 31
- c. Between March 1 and April 30

11.1.9: In the event of a bus accident, regardless of the extent of damage or injury, the driver shall immediately call the successful proposer. The successful proposer shall then immediately call for emergency help, if necessary, and notify the District's Transportation Supervisor and the police department having jurisdiction where the accident occurred. In case the Transportation Supervisor cannot be reached, the successful proposer shall notify the Assistant Superintendent for Business or his individual person designated and communicated to the successful proposer. The successful proposer shall immediately dispatch another bus and driver and assistant driver to the scene of the accident to transport the pupils to their destination. Under no circumstances shall any school bus driver or assistant driver leave the scene of an accident unless police on the scene have cleared the bus driver for leaving.

## ARTICLE 12: EQUAL EMPLOYMENT AND NON-DISCRIMINATION

### ARTICLE 12.1 General Policy

12.1.1 The District is committed to a policy of providing equal job opportunities on public contracts and prohibiting discrimination against any employee, applicant or subcontractor because of age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation, or any other criteria prohibited by law. The proposer shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation, or any other criteria prohibited by law. Such action shall include, although not limited to, the following: Employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The proposer agrees to post in conspicuous places notices setting forth the provisions of this Equal Opportunity clause.

12.1.2: The successful proposer shall in all solicitations and/or advertisements for employees placed by or on behalf of the successful proposer, state that all qualified applicants shall receive consideration for employment without regard to age, color, creed, handicap condition, marital or parental status, national origin, race, sex, veteran status, political opinion or affiliation, or any other criteria prohibited by law.

ARTICLE 13.1

Notwithstanding any terms, conditions or provisions, in any other writing between the Parties, the proposer hereby agrees to effectuate the naming of the District as unrestricted additional insured on the proposer’s insurance policies, with the exception of Workers’ Compensation.

The policy naming the District as an additional insured shall:

- be an insurance policy from an A. M. Best rated “secured (A-)” or better, New York State admitted insurer;
- provide for 60 days notice of cancellations or notice will be delivered in accordance with policy provisions as required in NYS;
- state that the proposer’s coverage shall be primary coverage for the District, its Board, employees and volunteers.

ARTICLE 13.2: REQUIRED INSURANCE

A. The company to whom a contract is awarded shall, at his expense, at all times carry liability insurance insuring himself and the School District with limits as follows:

1. Workers Compensation Insurance
  - a. Statutory Benefits
  - b. Employer’s Liability – at least \$100,000 - each accident, \$500,000 – disease – policy limit, \$100,000 – disease each employee
2. Commercial General Liability including Contractual, Personal Injury and Abuse, and Molestation Liability
  - a. \$1,000,000 Each Occurrence  
\$2,000,000 Aggregate
3. Commercial Crime/Fidelity Bond of at least \$250,000 for each occurrence, covering a direct loss of property or money of a client caused by dishonest acts of the successful proposer’s agent or employees for which the successful company is legally liable.
4. Commercial Automobile Liability (including owned, non-owned and hired vehicles):
  - a. \$1,000,000 Combined Single Limit
5. Umbrella Excess Liability:
  - a. \$5,000,000 Each Occurrence  
\$5,000,000 Aggregate

The policies shall name the City School District of Albany, its employees, and its Board of Education as additional insured, with no responsibility for payment of premiums.

B. The company to whom a contract is awarded shall furnish to the City School District of Albany a certificate of insurance from an insurance company authorized to do business in the State of New York, and rated “A-” or better by AM Best. The certificate shall provide a thirty (30) day written notice of cancellation of such insurance.

C. A sample Certificate of Insurance is enclosed with these specifications as a reference.



- D. Proposer acknowledges that the failure to obtain such insurance on behalf of the District constitutes a material breach of the contract and subjects it to liability for damages indemnification and all other legal remedies available to the District.
  
- E. In addition, the proposer will be required to submit claim loss runs for the three (3) most recent preceding years as well as the number of vehicles insured for each period. The level of losses and other statistics such as incident per vehicle per year will be considered in this evaluation. This information must include all companies that are currently or previously owned by the proposer either in part or in whole.

**ARTICLE 14: FINANCIAL REFERENCES AND SUBMISSION CERTIFICATION**

14.1: FINANCIAL REFERENCES: A minimum of two financial references must be supplied from an independent commercial institution.

14.2: SUBMISSION CERTIFICATION:

I hereby certify, as an officer of \_\_\_\_\_, that as the proposer for services under this Specification all of the information and material supplied to the District as required by this Specification is complete and true. I further understand that any information that is found to be incomplete or false or, any attempt to mislead the District is discovered, either during the evaluation or subsequent to any award may result in immediate termination of this contract.

Signature \_\_\_\_\_

Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Notary Public \_\_\_\_\_

Corporate Seal

**ARTICLE 15: PAST PERFORMANCE QUALIFICATIONS**

Each proposer shall read and certify and qualify the following questions:

1. Have you or any company you have ever been affiliated with had a contract canceled for non-performance by any school district, municipality or private company?

\_\_\_\_\_ **yes or no**

If yes, please list contracts

2. Have you or any company you have ever been affiliated with been refused a performance bond?

\_\_\_\_\_ **yes or no**

If yes, please list insurance companies

3. Have you or any company you have ever been affiliated with been rejected from submitting a bid or proposal or deemed not a responsible bidder?

\_\_\_\_\_ **yes or no**

If yes, please explain

**This form requires the signature of the principal owner/partner submitting the proposal as attestation to the above statements.**

**Date** \_\_\_\_\_

**Signature** \_\_\_\_\_

**Title** \_\_\_\_\_

## SPECIAL CONDITIONS FOR PROPOSERS

The City School District of Albany will require:

- a. The contractor will provide all maintenance for vehicles necessary to provide service covered under the proposal.
- b. The Board of Education's present transportation policy shall apply. The schools listed apply to the current school year. During the life of the contract, additions/deletions of schools to the existing list of schools may occur. The district reserves the right to increase or decrease the number of vehicles needed, add or delete students combine schools and students on vehicles during the term of the contract.
- c. Drivers must have a watch available that is accurate and in good working order. Timepieces should be synchronized with standard radio time. Prudence should be practiced when a student is occasionally late. Habitual student lateness should be reported to the Principal and/or Transportation Supervisor of the District.
- d. Relief buses and drivers, in a sufficient number to maintain the schedule of services, complying in all respects with the requirements for buses set down herein, shall be available at all times for use in the event of breakdown of any of the buses regularly employed in compliance with the contract. The relief bus and driver must be available within twenty (20) minutes driving time of any school within the District.
- e. At the beginning of each school year all regular and substitute drivers shall attend a safety instruction course prepared jointly by the District and the proposer. The District shall have the opportunity to make a presentation of no more than one (1) hour. A certified instructor approved by the District shall give the remainder of the course. The cost of the drivers' salaries and the certified instructor shall be borne by the proposer.
- f. The successful proposer shall provide the equipment and staff necessary to conduct all mandated school bus safety drills at the District's request. At the district's discretion it may choose to conduct any or all of the safety drills
- g. The successful proposal will be required to submit reports as requested by the Transportation Supervisor.
- h. The successful proposal will include a minimum of 8 general education bus monitors in consultation with the district.

The proposer shall comply with minimum wage standards set by law as to all its employees while they are engaged in work under any contract between proposer and the District. Payroll records shall be made available to the Assistant Superintendent for Business upon request.

Proposer must provide, along with their completed proposals, a certified copy of their two most recent official financial statements

CONFLICT OF INTEREST AND NON-COLLUSIVE CERTIFICATE

**CONFLICT OF INTEREST CERTIFICATION**

- First            That the said proposer is of lawful age and the only one interested in this proposal, and that no one other than said proposer has any interest herein.
  
- Second        That this proposal is made without any previous understanding, agreement or connection with any other person, firm or corporation making a proposal for the same purpose, and is in all respects fair and without collusion or fraud.
  
- Third            That no member of the Board of Education of the City School District of Albany, or any officer or employee or person whose salary is payable as a whole or in part from the treasury of said Board of Education is directly or indirectly interested in this proposal or in the supplies, materials, equipment, work or services to which it relates, or in any portion of the profits thereof.
  
- Fourth         That said proposer has carefully examined the instruction to proposers, schedules and specifications prepared under the direction of the Board of Education, and will, if successful in this proposal, furnish and deliver at the prices proposal and within the time stated, all materials, supplies, apparatus, goods, wares, merchandise, services or labor for which this proposal is made.
  
- Fifth            That the prices quoted are net and exclusive of all federal, state, and municipal sales and excise taxes.

Subscribed and sworn to before  
This \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
(Person, Firm, or Corp.)

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
(Authorized Signature)

# PROPOSAL CERTIFICATION STATEMENT OF NON-COLLUSION

Your proposal is subject to the following Non-Collusion Statement of Section 103-D of the General Municipal Law, which reads as follows:

"103-D. Statement of non-collusion in proposals and proposals to political subdivision of the state. Every proposal or proposal hereafter made to a political subdivision of the state or any public department, agency or official thereof where competitive proposal is required by statute, rule, regulation or local law, for work or services performed, to be performed, or goods sold or to be sold, shall contain the following statement subscribed by the proposer and affirmed by such proposer as true under the penalties of perjury: Non-collusive proposal certification.

(A) By submission of this proposal, each proposer and each person signing on behalf of any proposer certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:

(1) The prices in this proposal 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 proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or to any competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition.

(B) A proposal shall not be considered for award nor shall any award be made where (A) (1), (2) and (3) above have not been complied with; provided, however, that if in any case the proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the proposal shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being proposal, does not constitute, without more, a disclosure within the meaning of subparagraph one (A).

Any proposal hereafter made to any subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or goods sold or to be sold, where competitive proposer is required by statute, rule, regulation, or local law, and where such proposal contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

COMPANY \_\_\_\_\_ SIGNED \_\_\_\_\_

ADDRESS \_\_\_\_\_ TITLE \_\_\_\_\_

**IRAN DIVESTMENT ACT CERTIFICATION**

Pursuant to New York State Finance Law §165-a, Iran Divestment Act of 2012, the Office of General Services is required to post on its web site <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf> a list of persons who have been determined to engage in investment activities in Iran (“the List”), as defined in that Act. By responding to this bid and any subsequent agreement, Contractor/Bidder certifies in accordance with the law that it is not on the “Entities Determined to be Non-Responsive Bidder/Offeror pursuant to New York State Iran Divestment Act of 2012? (“Prohibited Entities List”) posted at the above link.

Bidder/Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the Contract assignment will be approved by the City School District of Albany.

During the term of the Contract, should the City School District of Albany receive information that a person is in violation of the above-referenced certification, the City School District of Albany will offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the City School District of Albany shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The City School District of Albany 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: \_\_\_\_\_

Company Name: \_\_\_\_\_

Date: \_\_\_\_\_

**TRANSPORTATION**  
**TRANSPORTATION PROPOSAL**

PROPOSAL IS SUBMITTED BY:

Name of Company	_____
Street Address	_____
City, State, Zip	_____
Telephone Number	_____
Name of Responsible Representative	_____
	(Please Print)
Signature	_____
Title	_____
Date	_____



**TRANSPORTATION**  
**Specifications A**

Attached you will find route specifications and a column for your bid proposals. These specifications are broken down into groupings; Regular Ed, Special Ed In-District, Special Ed Out-of-District and Private & Parochial. Regular Ed routes are further grouped into single, double, and triple routes as well. School drop off/pickup times, bus size, wheelchair accessibility and monitor requirements are listed for each route.

Large Bus - 60-72 passenger

Small Bus - 18-30 passenger

Preliminary routing is detailed in the attached documents and can be used as an expectation of the routes. However, at any time the District can add (at pricing most similar to additional run), delete or change any school from the routes.

\*\*Please note the District reserves the right to award by route, by grouping, or in its entirety.

**Maximum Buses**

The District welcomes all proposing vendors to bid on all routes, but realizes that not all vendors will have enough buses to service all of the routes. The District requests that you list (below) how many buses, by bus type, your company can commit to for this proposal.

Should a vendor have the highest, or a higher, point total on more routes than it has identified as the maximum number of buses available under this proposal, an award will be made based upon the cost savings to the District.

Large Buses \_\_\_\_\_

Small Bus Buses \_\_\_\_\_

Small Buses \_\_\_\_\_  
(Wheelchair accessible)

**TRANSPORTATION**  
**Specifications A**

**Private School and Out of District Addresses**

PRIVATE SCHOOL	ADDRESS
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The Albany Academies – 135 Academy Rd., Albany NY 12208  
 Albany Community Charter School – 65 Krank St., Albany, NY 12202  
 Albany Leadership Charter High School – 19 Hackett Blvd., Albany, NY 12208  
 All Saints Catholic Academy – 10 Rosemont St., Albany, NY 12203  
 Bishop Maginn High School 75 Park Ave. Albany, NY 12202  
 Blessed Sacrament School – 605 Central Ave., Albany, NY 12206  
 Brighter Choice for Boys & Girls – 250 Central Ave, Albany, NY 12206  
 Green Tech Charter School – 99 Slingerlands St., Albany, NY 12202  
 Henry Johnson Charter School – 30 Watervliet Ave., Albany, NY 12206  
 Holy Names – 1075 New Scotland Ave., Albany, NY 12208  
 Kipp Tech Valley – 321 Northern Blvd., Albany, NY 12210  
 Maimonides Hebrew School – 404 Partridge St., Albany, NY 12208  
 Mater Christi – 35 Hurst Ave., Albany, NY 12203

Out of District Sped Schools	ADDRESS
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Airline Drive Academy-100 Airline Dr. Albany Ny 12205  
 George Washington – 344 Menemsha Lane, Troy, NY 12180  
 Guilderland Elementary School – 2225 Western Ave., Guilderland, NY 12084  
 Guilderland High School – 8 School Rd., Guilderland, NY 12085  
 Langan CFDS – 314 South Manning Blvd., Albany, NY 12208  
 LaSalle School – 391 Western Ave., Albany, NY 12203  
 Maple Hill MS – 1477 South Schodack Rd., 12033  
 Mohonasen High School – 2072 Curry Rd., Schenectady, NY 12303  
 Niskayuna High School – 1626 Balltown Rd., Niskayuna, NY 12309  
 Northeast – 1821 Hamburg St., Schenectady, NY  
 Parsons – 60 Academy Rd., Albany, NY 12208  
 Pine Bush ES - 3437 Carman Rd., Guilderland, NY 12084  
 Robin Sobel Transistion Academy- 80 Vandenberg Ave Troy Ny 12180  
 Rensselaer Academy – 25 VanRensselaer Dr., Rensselaer, NY 12144  
 Rensselaer Education Center – 35 Colleen Rd., 12180  
 Rotterdam Academy II – 99 Schermerhorn Rd., Schenectady, NY 12306  
 Sackett Educ Center – 200 Schuurman Rd., Castleton, NY 12033  
 St. Anne Institute – 160 N Main Ave., Albany, NY 12208  
 St. Colman’s – 11 Haswell Rd., Watervliet, NY 12189  
 Maywood School – 925 Watervliet Shaker Rd Albany, Ny 12205  
 Marilyn A Noonan School- 4099 Rte 145 Durham, NY 12422  
 Van Antwerp MS – 2253 Story Ave., Niskayuna, NY 12309

Out of District Sped Schools - cont. ADDRESS

Vanderheyden Hall – 614 Cooper Hill Rd., Wynantskill, NY 12198  
 Westmere ED – 6270 Johnston Rd., Albany, NY 12203  
 Wildwood (Curry) – 2995 Curry Rd., Schenectady, NY 12303

Wildwood (Altamont) - 1212 Leesome Lane, Altamont, NY 1200  
Wildwood (Latham) – 1190 Troy Schenectady Rd., Latham, NY 12110

