

*NORTHEAST (WEBUTUCK) SCHOOL DISTRICT
194 Haight Road Amenia, New York 12501*

BID FOR PUPIL TRANSPORTATION

Bid Opening: Thursday, October 28, 2021

NORTHEAST (WEBUTUCK) SCHOOL DISTRICT
194 Haight Road
Amenia, NY 12501

NOTICE TO BIDDERS

The Board of Education of the Northeast (Webutuck) Central School District hereby invites the submission of sealed bids on:

TRANSPORTATION CONTRACT

Bids must be received no later than 11:00 AM on Thursday, October 28, 2021, at the Business Office, 194 Haight Road, Amenia, NY 12501, at which time and place all bids will be publicly opened and read. Specifications and bid forms may be obtained at the same place. Prices are binding for forty-five (45) days.

BOARD OF EDUCATION

NORTHEAST (WEBUTUCK) CENTRAL SCHOOL DISTRICT

Tracy Trotter, District Clerk

Date: October 14, 2021

NORTHEAST (WEBUTUCK) CENTRAL SCHOOL DISTRICT
194 Haight Road
Amenia, NY 12501

PROPOSAL

DATE FOR SUBMISSION OF BIDS UP TO AND INCLUDING 10/28/21 at 11:00 AM
ALL BIDS RECEIVED WILL BE PUBLICLY OPENED AND READ 10/28/21 at 11:00 AM

BIDS SHOULD BE ADDRESSED TO: Northeast (Webutuck) Central School District
c/o Robert Farrier, School Business Administrator
194 Haight Road, Amenia, NY 12501

DESCRIPTION OF ITEM OR SERVICE OFFERED: Transportation of Student to Private School
Placement (Description of Runs)

Bid Price: (BID PRICES TO BE RECORDED WITHIN SPACES PROVIDED
IN THE DETAILED SPECIFICATIONS)

This proposal is signed by the Bidder with full knowledge and acceptance of all provisions of the enclosed instruction, the proposal and item specifications and signifies that Bidder can furnish the materials, equipment and/or services required, in complete compliance with the Specifications.

Firm Name _____

Address _____

Telephone No. _____

Authorized Representative _____

(Signature)

Title: _____

This proposal is subject to acceptance within forty-five (45) days of the time set for bid opening.

THE NORTHEAST (WEBUTUCK) CENTRAL SCHOOL DISTRICT BOARD OF EDUCATION RESERVES THE RIGHT TO REJECT ANY OR ALL BIDS.

**DETAILED SPECIFICATIONS FOR
TRANSPORTATION OF STUDENTS WITH SPECIAL NEEDS**

INSTRUCTIONS TO BIDDERS

By these specifications it is the intent of the Northeast (Webutuck) Central School District to request bids for two transportation runs for students to out of district placement from the students residence to the out of district school placement for the contract period November 9, 2021 through June 23, 2021.

Sealed bids will be received until October 28, 2021 at 11:00 AM at which time bids will be publicly opened and read aloud.

Bids should be addressed to Northeast (Webutuck) Central School District, Robert Farrier, School Business Administrator, 194 Haight Road, Amenia, NY 12501 and must be in a sealed envelope plainly marked **TRANSPORTATION BID**.

Bids are requested according to the Program Provider Site. The successful bidder shall be responsible for transporting all student(s) from any pick-up location within the District to the Program Provider Site including all children added to that site during the contract period. It is the contractor's responsibility to provide all specialized equipment required.

Bids must be submitted on a per day basis for each program site listed. Bids shall be submitted on the bid summary sheet for each Program Provider Site.

Successful bidders must agree to the conditions and requirements set forth in attached contract and shall sign the Agreement. The execution of the Agreement shall constitute a contract between the District and the Contractor.

Failure to comply with any terms of the Agreement during the bid period shall be considered a breach of contract. Such breach may result in the termination of the contract and the Contractor being excluded from the bidding process in the future.

The Northeast (Webutuck) Central School District Board of Education reserves the right to reject any or all bids.

DETAILED SPECIFICATIONS FOR TRANSPORTATION OF STUDENTS WITH DISABILITIES

GENERAL INFORMATION

Should you desire to offer transportation for students with special needs, please submit price quotes per day for each program site listed in the specifications.

The successful bidder(s) will provide transportation services to students with out of district placement to and from educational/rehabilitation program sites and schools from the students residence. Service to be provided under the contract(s) is ordered by the Northeast (Webutuck) Central School District. The Contractor shall be responsible for providing all necessary service to the children requiring it within the service zones awarded to them. The Contractor shall be responsible for providing all personnel, equipment and support, not otherwise provided for in this specification, necessary to operate awarded services.

Such programs shall be administered and coordinated by the Northeast (Webutuck) Central School District, 194 Haight Road, Amenia, NY 12501. Payment will be made through the Northeast (Webutuck) Central School District after the submission of properly completed and executed district vouchers.

Any questions regarding this specification should be directed to Robert Farrier, School Business Administrator, during normal business hours (8:00 AM - 3:00 PM) at (845) 373-4100, extension 5500.

The bidder shall be fully and financially responsible for any strikes, job actions or other labor disputes on the part of his/her own employees.

For the purpose of these specifications and subsequent contract interpretations, it should be understood that the transportation of these children is a specialized function. It is the purpose and intent of these specifications that the children be transported to and from the program agencies regularly and promptly, safely and without interruption or incident and that the interest of the children in such transportation shall take precedence over the interest of the Contractor and its drivers. The Contractor is solely responsible for the safety of the children during transportation to and from the educational/rehabilitation programs.

PLEASE TAKE PARTICULAR NOTE OF INSURANCE REQUIREMENTS.

REQUIREMENTS

1) PERSONNEL

A. Since the actions of bus drivers reflect upon the school system as a whole, the School District reserves the right to have the Contractor 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.

All drivers, substitute drivers and aides shall be responsible to the Supervisor of Transportation as well as the Contractor.

B. 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. Any driver, substitute driver, or aide who presents an undesirable appearance shall be subject to dismissal.

C. All drivers and substitute drivers must attend Driver Safety meetings and such additional meetings as may be required by the Supervisor of Transportation. This includes attendance of the drivers at meetings and at in-service training programs to be instituted by the School District or by BOCES, in addition to attendance at the Driver Training Class.

D. All drivers, substitutes and aides must receive finger print clearance from the State of New York and proof must be submitted to the District before providing services to District students.

E. All drivers and substitute drivers shall be subject to annual physical examinations as required in Section 156.13 of the Regulations of the Commissioner and shall also be subject to all regulations imposed by School District authorities which are reasonable and which are intended to safeguard the health and safety of the passengers. Physical examinations must be made annually within one year of the last physical exam. The Contractor shall submit to the Supervisor of Transportation the following forms for each driver and substitute driver performing services hereunder:

- 1) An application with a current completed physical examination form including the results of drug testing signed by a physician;
- 2) Annual Review of driving record
- 3) Annual defensive driving report
- 4) Behind the wheel road test (biennial)
- 5) Written Test (biennial)

The Supervisor of Transportation will accept or reject each new driver for probationary service on the basis of the application and a personal interview, if one is held.

The Supervisor of Transportation or a person designated by him/her will conduct two 2-hour Safety Refresher Classes for all drivers and substitute drivers performing services hereunder. All drivers and substitute drivers are required to attend these classes. The first 2-hour class must be held within one week prior to the beginning of the school year; the second 2-hour class must be held in January. The Contractor may be required to conduct these classes under the direction of the Supervisor of Transportation.

F. 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 19 A of the New York State Department of Motor Vehicles.

G. The Contractor shall comply with all requirements of Article 19 A 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 bidding documents, the statute and regulations shall prevail. The Contractor shall also comply with regulations of the Department of Transportation, Department of Motor Vehicles, and State Education Department, and all applicable laws.

H. The Contractor will provide to the Supervisor of Transportation a photocopy of each driver's and substitute driver's New York State School Bus Driver's Certificate. Each non-certified driver shall be required to attend a twenty (20) hour basic driver training class within the first year of driving, the cost of which shall be borne by the Contractor.

I. 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 on an incident report form. Each driver, substitute driver, and aide may expect help and guidance from 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 Contractor must submit within 3 days to the Supervisor of Transportation a written report on each (and all) incidents during the term of this contract.

J. All aides employed by the Contractor will be required to meet with the Supervisor of Transportation prior to the opening of school for instructions in their responsibilities.

The Contractor shall maintain a list of substitute aides and temporary replacements shall be provided. Such substitutes shall comply with all provisions of these specifications relating to the qualifications of aides.

K. 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. The aide has no authority to stop or to direct traffic. If a car should pass the flashing red lights of a school bus, the aide shall take down the license number and, if possible, observe the driver of the vehicle for later identification.

L. **Competence and Performance:** All drivers must be physically, mentally and morally capable of ensuring the safety and welfare of the children while they are in the care of the Contractor. The Contractor agrees that (s) he will not allow any person to drive a vehicle whose moral character is not of the highest level or whose conduct might, in any way, expose any child to any impropriety in the driver's work or conduct whatsoever; nor shall the Contractor allow any person to drive a vehicle who is, at the time, in a condition of mental, physical or emotional instability. The responsibility for hiring and discharging personnel in respect to all of the foregoing shall rest entirely upon the Contractor, and the Contractor agrees that it shall not enter into an agreement or arrangement with any employees, persons, groups or organizations which may, in any way, interfere with the Contractor's ability to comply with this requirement.

M. **Health and Safety:** Costs of physical examinations, drug testing, criminal checks driver instruction on safety practices/procedures and specific needs of students with special needs are the responsibility of the Contractor.

N. The District may request, at any time, to exclude a particular driver, substitute or aide from working with District students.

2. INSURANCE

A. **Commercial General Liability Insurance**

\$5,000,000 per occurrence/ \$5,000,000 aggregate.
\$1,000,000 for sexual misconduct.

State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse harassment, or similar sexual misconduct.

B. **Automobile Liability**

\$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.

C. **Workers' Compensation and NYS Disability Insurance**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to WC board online.

- D. The Transportation contractor acknowledges that failure to obtain such insurance on behalf of the district/BOCES constitutes a material breach of contract. The transportation contractor is to provide the district/BOCES with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work.
- E. Any variation of the above indicated insurance coverage by the contractor must have prior approval of the District.

3. INSURANCE CERTIFICATES

Before commencement of services, successful bidders shall provide the Northeast (Webutuck) Central School District with triplicate copies of insurance verifying the following:

- A. The policy will not be canceled nor coverage thereunder reduced without sixty (60) days' notice to the Northeast (Webutuck) Central School District.
- B. That a similar sixty (60) days' notice will be given to the Northeast (Webutuck) Central School District prior to the expiration of the policy, if such coverage is not to be continued by renewal or if the coverage is to be reduced on such renewal.
- C. The Northeast (Webutuck) Central School District requires that it be co-insured on the successful bidder's insurance policy at no cost to the District.
- D. Such certificate shall show name and address of insured, Contractor, policy number, type of coverage, inception and expiration date, and it shall verify what coverage's are excluded from the policy.

4. VEHICLES

All bus/car vehicles used on this contract shall be equipped with "school bus" signs, car seats, seat belts, or any special equipment needed by the child (ren) to be transported and all required lights. Such vehicles shall be maintained to the satisfaction of the NYS Department of Transportation.

Vehicles shall further be equipped with a working two-way radio for maximum safety, communication and control or a cellular telephone.

NYS Department of Education and NYS Department of Health regulations pertaining to the transportation of students with disabilities, including those provisions regarding vehicles and drivers, shall be fully complied with.

In accordance with Federal and State regulations, no smoking will be permitted on any

vehicle used in the contracted service by any person, either while children are on the vehicle or when no children are aboard.

5. SPARE VEHICLES

The successful bidder(s) must be in a position to have an approved back up vehicle for use on the route in the event that the regular vehicle should have a breakdown or fail to pass a required inspection. Such back up vehicle must be at the breakdown site within thirty (30) minutes after notification.

6. SPEED LIMIT

The successful bidder(s) is required to adhere to all signs and local speed ordinances.

7. CLEANING

All vehicles must be swept daily and washed weekly.

8. PUBLIC SERVICE AND OTHER STATE AND/OR FEDERAL APPROVALS

The successful bidder(s) will comply with all pertinent State and local regulations governing transportation of students with disabilities, including laws of the State of New York and rules and regulations of the Public Service Commission, Bureau of Motor Vehicles and Department of Education. The successful bidder shall comply with all applicable provisions of the Workers' Compensation Law and Labor Law in respect to employees engaged in performance of this contract.

All drivers are expected to be in compliance with Article 19-A of Department of Motor Vehicles Law and with State Education Department requirements.

9. ROUTE STOP/DESIGNATED SITES

A. All students will be transported from their designated pick-up location within the District to the respective program site and returned. Any deviation in routing shall be the responsibility of the successful bidder(s). No student shall be left at their designated return location without a parent or designee.

B. All students must arrive at the program site prior to the designated school time and picked up by the time designated at the end of the school day. Arrival and pick up times should not be more than ten (10) minutes of each designated hour and students should not be on the bus for more than 75 minutes each way.

C. Any changes in the natural environment pick up or return location of the participating children must be reported to the Northeast (Webutuck) Central School District, in order to keep records current and accurate.

D. Transportation runs must be scheduled and conducted so that no Northeast (Webutuck) Central School District student is in transit for more than seventy-five (75) minutes one-way unless circumstances cause a longer trip to be unavoidable.

E. Should there be a delay of over fifteen (15) minutes; the Contractor is responsible for notifying the provider site - detailing the reason(s) for the delay and the estimated time of arrival. If the delay is over thirty (30) minutes the Contractor will also be responsible for notifying the school district detailing the reason(s) for the delay and the estimated time of arrival.

F. It shall be the primary obligation of the Contractor to operate its affairs so the provider site and the District will be assured of continuous and reliable service.

G. No child shall be left alone on any vehicle nor transferred from one vehicle to another (without prior approval by the school district), unless an emergency situation or breakdown situation occurs.

H. Cancellations and changes due to weather are the responsibility of the Contractor and the program provider site with regard to providing notice to parents/guardians.

10. ACCIDENTS

The Contractor will provide the Northeast (Webutuck) Central School District with a verbal report of all accidents and incidents involving passengers within 24 hours. An incident is any event, other than a motor vehicle accident, that results in personal injury or property damage. A written report will be required within two (2) working days of occurrence. In the event of an accident, the Contractor must submit a copy of all accident reports and depositions.

11. TRANSPORTATION VERIFICATION

Daily attendance sheets shall be kept by the carrier and turned in to the Northeast (Webutuck) Central School District with the monthly bill.

12. INDEPENDENT CONTRACTOR

The Contractor agrees that the relationship to the District or any of its departments or units is that of an independent Contractor, and said Contractor covenants and agrees that the Contractor will not make any claim, demand or application to or for any right or privilege applicable to an officer or employee of the municipality, including, but not limited to, Workers' Compensation coverage, unemployment insurance, benefits, Social Security coverage, or retirement membership or credit.

13. INDEMNIFICATION

Regarding the operations and responsibilities concerning this Agreement, the Contractor further covenants and agrees to indemnify, defend and hold harmless the District, its Board of Education, officers, agents and employees from and against any and all loss or expense that may arise by reason of liability for damage, injury or death, or for invasion of personal property rights, of every name and nature, and whether casual or continuing trespass or nuisance, and any other claim for damages arising at law and equity alleged to have been caused or sustained in whole or in part by, or because of, any omission of duty, negligence or wrongful act upon the part of the Contractor, its employees or agents.

14. CONFLICT OF INTEREST

The Contractor hereby warrants that there is no conflict of interest, if any, with the activities to be performed hereunder and that Contractor shall advise District if any conflict or potential conflict of interest exists or arises in the future.

15. NONASSIGNABILITY

Both parties recognize that this contract is one for personal services and cannot be transferred, assigned, or sublet by either party without prior written consent of the other.

16. NONDISCRIMINATION

No discrimination because of race, color, national origin, ancestry, or religion shall be made in the employment of persons to perform services under this contract. Contractor agrees to meet all requirements of the State and federal laws pertaining to nondiscrimination in employment.

17. SEPARABILITY; WAIVER

In the event any provision of this agreement shall be held invalid and unenforceable, the remaining provisions shall be valid and binding upon the parties. One or more waivers by either party of any provision, term, condition or covenant shall be construed by the other party as a waiver of subsequent breach of same by the other party.

18. APPLICABLE LAW

This contract shall be governed by the laws of the State of New York.

19. TERMINATION

The DISTRICT reserves the right to terminate this agreement for any reason upon thirty (30) days written notice to the Contractor.

20. COVID-19 PANDEMIC

If there is a change in the projected number and type of buses, or if it becomes necessary to restructure the School District's program and, therefore, its transportation program due to a continuation of the COVID-19 Crisis that requires the closing of schools or changes in the school day or manner of educating students by executive order of the New York State Governor or the Dutchess County Executive or by laws and regulations of the New York State Education Department, the Northeast Central School District will provide negotiated amounts of payment for a verified fixed cost percentage of the Home-to-School student transportation services Contract to any school bus Contractor who has received an award to provide these services under this Bid document or for any Home-to-School transportation services under any other Bid/RFP document issued by the School District or for the School District through a cooperative transportation arrangement with other school districts.

21. ENTIRE AGREEMENT

The terms of this Agreement, including its attachments and exhibits, represent the final intent of the parties. Any modifications, rescission or waiver of the terms of this agreement will be effective only if evidenced by a subsequent writing that is executed and acknowledged by the parties with the same formalities accorded this basic agreement. This agreement shall be in effect until June 23, 2021, at which time it will be reviewed and may be renewed.

BIDDER CERTIFICATION

- 1) That all vehicles have a valid NYS Department of Transportation inspection.
- 2) That all operators/drivers have Article 19-A certification for school bus operators.
- 3) That adequate vehicles are equipped to handle any special conditions that are required.
- 4) That all aides, if required, have an Article 19-A Check for Criminal History, regardless of driving classification.
- 5) That all records will be kept as required by Article 19-A, and that they shall be available for review on the Contractor's site on demand.

IN WITNESS WHEREOF, the parties have caused this Agreement to be signed by their duly authorized representative on the date first above written.

Signed _____

By _____ Date _____

CERTIFICATION OF BIDDER REGARDING EQUAL EMPLOYMENT OPPORTUNITY

INSTRUCTIONS

This certification is required pursuant to Executive Order 11246 (30 F.R. 12319-25). The implementing rules and regulations provide that any bidder or prospective contractor, or any of their proposed sub-contractors shall state, as an initial part of the bid or negotiations of the contract, whether it has participated in any previous contract or sub-contract subject to the equal opportunity clause; and, if so, whether it has filed all compliance reports due under applicable instructions.

Where the certification indicates that the bidder has not filed a compliance report due under applicable instructions, such bidder shall be required to submit a compliance report within seven calendar days after bid opening. No contract shall be awarded unless such report is submitted.

CERTIFICATION BY BIDDER

Bidder's Name: _____

Address and Zip Code: _____

1) Bidder has participated in a previous contract or sub-contract subject to the Equal Opportunity Clause:
_____ yes _____ no (if yes, identify the most recent contract)

2) Compliance reports were required to be filed in connection with such contract of sub-contract:
_____ yes _____ no (if yes, identify the most recent contract)

3) Bidder has filed all compliance reports due under applicable instructions, including SF-100:
_____ yes _____ no _____ none required

4) If answer to Item 3 is "no", please explain in detail on reverse side of this certification.

CERTIFICATION: The information above is true and complete to the best of my knowledge and belief.

Name and Title of Signer (please type): _____

Signature _____ Date _____

Bid Summary Sheet

Proposal #1 Daily Rate: _____
 Annual Total: _____

Specifications of Bid Request:

- 1) The first student (“Student 1”) shall be transported from their residence located at Route 22, Amenia, New York to Camp Ramapo located at 22 Camp Ramapo Road, Rhinebeck, New York.
- 2) The second student (“Student 2”) shall be transported from their residence located at Route 343 Amenia, New York to Astor Services for Children & Family located at 6339 Mill Street, Rhinebeck, New York.
- 3) The third student (“Student 3”) shall be transported from their residence located at South Center Street Millerton, New York to Astor Services for Children & Family located at 6339 Mill Street, Rhinebeck, New York.
- 4) The fourth student (“Student 4”) shall be transported from their residence located at Route 22 Millerton, New York to Orville A. Todd Middle School located at 11 Croft Road Poughkeepsie, New York.

The District reserves the right to make changes to any of the proposed routes, and reserves to itself the right of approval on all routes. All routes shall be designated consistent with Board Policy, and shall be designated to maximize efficiency and minimize costs to District. There is no guarantee as to the number of pupils on a bus run at any given time. Students may be added and deleted, routes may be added and deleted, and monitors/attendants may be added and deleted based on the needs of the District. If additional transportation runs are added the rate will be negotiated by the vendor and Northeast (Webutuck) Central School District.