**DUTCHESS BOCES**

**ATTN: BARBARA COSTAKIS, PURCHASING AGENT**

**5 BOCES ROAD**

**POUGHKEEPSIE, NY 12601**

**PHONE: 845-486-4800 EXT. 2262/FAX 845-486-4822**

**EMAIL:** **barbara.costakis@dcboces.org**

**RECEIPT CONFIRMATION FORM**

**BID NUMBER: 2425-05**

**TITLE: Dutchess BOCES Summer School (ESY) Transportation RFP**

***VENDORS: PLEASE COMPLETE AND EMAIL THIS RECEIPT CONFIRMATION FORM TO barbara.costakis@dcboces.org AS SOON AS POSSIBLE:***

***IF YOU PLAN TO SUBMIT A BID, RETURN OF THIS PAGE WILL ENSURE THAT YOU WILL RECEIVE ALL FURTHER COMMUNICATION REGARDING THIS REQUEST FOR BID.***

**Company Name:**

**Address:**

**City, State, Zip Code:**

**Contact Person:**

**Title:**

**Phone Number:**

**Fax Number:**

**Email Address:**

**I authorize the Dutchess BOCES to send by the following method, further correspondence that the BOCES deems to be of an urgent nature regarding this bid:**

**Email:**



**REQUEST FOR PROPOSAL #2425-05**

FOR

**DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION**

Contract Period: July 1, 2024 through August 31, 2024

RENEWABLE FOR UP TO FOUR (4) SUMMER SESSION EXTENSIONS UPON MUTUAL AGREEMENT

BID SUBMISSION DATE: **Friday, May 31, 2024 at 11:00 AM**

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DUTCHESS COUNTY

BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road

Poughkeepsie, NY 12601

BID SUBMISSION DATE: **Friday, May 31, 2024 at 11:00 AM.**PLACE: Dutchess County BOCES Administration Bldg. Conference Room

DUTCHESS COUNTY BOCES BOARD OF COOPERATIVE EDUCATIONAL SERVICES

5 BOCES Road

Poughkeepsie, NY 12601

**DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION RFP #2425-05**

Contract Period: July 1, 2024 through August 31, 2024

RENEWABLE FOR UP TO FOUR (4) SUMMER SESSION EXTENSIONS UPON MUTUAL AGREEMENT

The undersigned agrees to supply the service and products described within that has been bid pursuant to the terms of the bid and the terms of the "Special Instructions to Bidders and General Conditions of the Contract" which are incorporated as part of this bid document by reference to them on this cover sheet.

Company

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

Name of

Contact: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Fax Number: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

DO NOT SEPARATE THESE SHEETS.

**BIDDERS ARE REQUIRED TO RETURN ONE FULL COMPLETED AND SIGNED SET OF THIS RFP DOCUMENT WHEN SUBMITTING THEIR BID.**

BE SURE TO CAREFULLY READ ALL SECTIONS OF THIS DOCUMENT INCLUDING THE INSTRUCTIONS TO BIDDERS.

TO BE PURCHASED BY: Dutchess BOCES

**NOTICE TO BIDDERS**

The Dutchess County Board of Cooperative Educational Services (BOCES) in accordance with Section 103 of Article 5-A of the General Municipal Law, hereby invites the submission of sealed Bids for contracted student transportation to the Dutchess County Board of Cooperative Educational Services for the furnishing of:

**DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION RFP #2425-05**

Bid forms may be obtained from the offices of the Dutchess County BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 upon request or on our website: www.dcboces.org.

Sealed proposals on the forms provided are to be filed with Barbara Costakis, Purchasing Agent, Dutchess BOCES, 5 BOCES Road, Poughkeepsie, New York, 12601 by **Friday, May 31, 2024 at 11:00 AM.**

Only the name of the bidders submitting the proposals will be publicly announced on the date and time proposals are due. There will be no opening and review. The contents of the RFP proposals shall remain confidential until notice of Intent to Award is issued by Dutchess BOCES.

DUTCHESS COUNTY BOARD OF COOPERATIVE EDUCATIONAL SERVICES

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Barbara Costakis, Purchasing Agent

**ELIGIBLE SCHOOL DISTRICTS**

Dutchess Board of Cooperative Educational Services, hereinafter referred to as “BOCES” invite Request for Proposals (RFP) from companies to provide Summer School transportation services for students.

**INSTRUCTIONS TO BIDDERS**

By submitting a bid in response to this RFP, you are asking Dutchess BOCES to accept your offer for the transportation services. It is important that you read and understand all terms and conditions contained herein, as well as understand the laws that govern Municipal Purchasing in the State of New York.

Once Dutchess BOCES has opened the RFPs, there can be no changes to price or terms, unless clearly specified in this document. In addition, there are no provisions to cancel after an award is made, except by Dutchess BOCES, which maintains a unilateral right to cancel or extend in accordance with the terms of this Request for Proposal (RFP).

There will be one (1) award for this RFP.

**GENERAL INFORMATION**

1. Sealed Bid documents for the services of transporting students as required by Dutchess BOCES, as set forth in the Bid documents must be received no later than the **RFP due date** of **Friday, May 31, 2024 at 11:00 AM.** at the Dutchess BOCES Administrative Offices, 5 BOCES Road, Poughkeepsie, New York 12601. In the event that the Dutchess BOCES Administrative Office is closed the day of the Bid opening, the bid(s) will be opened at 11:00 AM, the next day that the Dutchess BOCES Administrative Office is open.

2. All Bids must be mailed or hand delivered in a sealed envelope addressed to the Dutchess BOCES Purchasing Agent, at 5 BOCES Road, Poughkeepsie, New York, 12601 on or before the hour and day stated above, and the **sealed envelope** shall be clearly marked on its face with:

 **(i) the name of person, firm, or corporation submitting a bid,**

 **(ii) the Bid number and name, and**

 **(iii) the date of bid opening.**

**This includes marking the outside of any express mail envelope that may be used.**

3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.

4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.

5. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.

6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to Dutchess BOCES in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.

7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.

8. Dutchess BOCES will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the specifications.

9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the vendor.

10. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the services listed. Each bidder must also state that no officer or member of Dutchess BOCES is directly or indirectly interested therein or in the services to which it relates, or to any portion of the profits thereof.

11. Dutchess BOCES reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re‐advertise in the manner provided by Section 103 of the General Municipal Law. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Dutchess BOCES will be served. Also reserved is the right to reject bids and to purchase items on County or New York State Contract, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

12. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, their conformity with the specifications, and the purpose for which required. Proposing the lowest price will not assure award of the services.

13. The vendor must complete ALL information required on the bid form, including “initialing” each page as indication that it has been read. Failure to fully complete all parts of any line item may cause the bid to be rejected.

14. Prices, and all required information, except signature of Bidder, should be typewritten for legibility. Illegible or vague Bids may be rejected. All signatures must be written in ink. Facsimile, printed, or typewritten signatures are not acceptable.

15. The placing in the mail of a notice of award or purchase order to a successful bidder to the address given in his bid will be considered sufficient notice of award of contract. Failure of the successful bidder to contact Dutchess BOCES to object to the award or prices therein, within seven (7) days of mailing of notice of award, will be considered an acceptance of the contract by the successful bidder.

16. Each vendor shall receive a notice of items recommended to be awarded to their firm. The successful vendor shall only provide services upon the receipt of a properly executed purchase order from Dutchess BOCES or a Participating School District.

17. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Dutchess BOCES (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Dutchess BOCES, Dutchess BOCES may purchase from other sources to take the place of the services rejected or not delivered. Dutchess BOCES reserves the right to authorize immediate purchase from other sources against rejections on any contract when necessary. On all such purchases the successful bidder agrees to reimburse Dutchess BOCES promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation without the previous written consent of Dutchess BOCES.

19. Bid prices must be honored by the vendor for the period indicated in the Scope of Services. The bid award may be extended beyond the bid period by mutual consent of the successful bidder and Dutchess BOCES at a rate to be determined each year by BOCES and the Contractor. The length of the extension(s) will be one (1)-year periods.

**PAYMENT**

20. No payment will be made without issuance of a purchase order by Dutchess BOCES or its Participating School Districts.

21. Payment will be made only after the proper presentation of invoices or claim forms as required by Dutchess BOCES. The contractor will submit invoices for the previous month’s services to Dutchess BOCES or its participating School districts at the conclusion of the month’s service. The invoice must reflect bid pricing as provided in the Bid Submission Sheet. In the event pricing does not match what is provided in the Bid Submission Sheet, payment may be held up until such discrepancy is resolved to the satisfaction of Dutchess BOCES Accounts Payable Department or a Participating School District’s Accounts Payable Department. The invoice detail will include sufficient information to support the amounts billed under the contract.

22. Payments of any invoice shall not preclude Dutchess BOCES or its Participating School Districts from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

Should the contractor be unable or unwilling to timely convey pupils on any school day during the term of any contract, whether because of breakdowns, motor difficulties, unsafe buses or other motor vehicles, negligence on the conveyor’s part, strikes, riots, act of God, or any other reason, then the daily compensation rate shall not be paid to the contractor for such school days. The cost of such inability or unwillingness to transport students shall be a charge against the contractor, and that such sum shall be deductible from future payments to be made. In the event that there are not future payment sums outstanding, the contractor is required to pay within thirty (30) days of occurrence all such costs due to the BOCES. Any legal fees relating to these incidents will be paid in full by the contractor.

The deduction from the contract payments by reason of the contractor’s inability or unwillingness to transport students on established routes shall be based upon the total daily rate for each route not performed according to the current or most recent monthly billing or the cost incurred by the BOCES or participating school district’s performance of the contractor’s route(s), whichever is greater.

Payments to contractors will be on a monthly basis no less than forty-five (45) days after receipt of itemized bills from the vendor. For the month of June of any given year, all invoices must be in the BOCES Business Office no later than two (2) business days after the last day of student transportation.

Adequate provisions shall be taken by the contractor for service to the Dutchess County Board of Cooperative Educational Services in the performance of the regular bus run at times other than scheduled, which may be required by delayed openings and emergency closings due to the changing weather conditions, curriculum days, or other reasons deemed necessary by the Dutchess County BOCES.

**INSURANCE**

23. The successful bidder shall maintain during the contract period, insurance in the minimum amounts as follows:

1. Automobile Liability: $5,000,000 per occurrence
2. Property Damage: $1,000,0000 per occurrence
3. Workers Compensation: New York Statutory
4. Disability Benefits: New York Statutory

Certificate of insurance must be furnished to the Dutchess County Board of Cooperative Educational Services with this bid. In addition, proof of continuing coverage in the amounts set forth shall be produced upon renewal and/or upon demand by the BOCES prior to expiration date of existing certificate.

Certificates of insurance shall list the Dutchess County Board of Educational Services and all Participating School Districts in the cooperative bid as additional named insured and shall be issued with a provision that in the event the policies are cancelled, or coverage reduced, that thirty (30) days prior written notice thereof shall be given to the BOCES and the Participating School Districts.

Dutchess County BOCES and its participating school districts will be held harmless in the event of a claim or cause of action resulting from an accident or injury by the contractor.

**REQUIRED BONDING**

24. Bond requirements, if any, will be identified in the scope of services for the commodity or service being procured.

1. Performance Bond ‐ The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:
2. Performance Bond signed by a surety company authorized to do business in the State of New York, in the amount of 100% of the estimated annual contract, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Dutchess BOCES may be invoked to the benefit of Dutchess BOCES upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Dutchess BOCES. Surety Company must be rated as “A-“(Excellent) or better in the current edition of A.M. Best’s *insurance Guide*.
3. The Performance bond shall be furnished to the BOCES no less than 15 days after the initiation of Contract services. Failure to submit the required annual bond may result in termination of Contract at the sole discretion of BOCES.

With its proposal submission, the contractor shall include a letter from its surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract.

**PREVAILING WAGE RATES**

25. Prevailing wage rates, if applicable, will be identified in the scope of services for the service being procured.

The successful bidder is required to pay the prevailing hourly wage rates and the prevailing hourly supplements pursuant to section 220‐d of the New York State Labor Law.

A. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.

B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Dutchess BOCES in order for payment to be made.

C. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

Dutchess BOCES provides cooperative transportation for its component districts’ students attending Dutchess BOCES and various other special education schools during July and August. The table on Page 26 is the estimated transportation routes for Dutchess BOCES for July and August of 2024.

PARTICIPATING DISTRICTS & ORGANIZATIONS

Dutchess County BOCES

5 BOCES Road

Poughkeepsie, NY 12601-6599

 Arlington Central Schools Poughkeepsie City Schools

 144 Todd Hill Road 11 College Avenue

 LaGrangeville, NY 12540 Poughkeepsie, NY 12603

 Beacon City Schools Red Hook Central Schools

 10 Education Drive 9 Mill Road

 Beacon, NY 12508 Red Hook, NY 12571

 Dover Union Free Schools Rhinebeck Central Schools

 2368 Route 22 P.O. Box 351

 Dover Plains, NY 12522 Rhinebeck, NY 12572

 Hyde Park Central Schools Spackenkill Union Free Schools

 PO Box 2033 15 Croft Road

 Hyde Park, NY 12538 Poughkeepsie, NY 12603

 Millbrook Central Schools Wappingers Central Schools

 PO Box AA – Alden Place 167 Myers Corners Road Suite 200

 Millbrook, NY 12545 Wappingers Falls, NY 12590

 Pawling Central Schools Webutuck Central Schools

 515 Route 22 194 Haight Rd. - PO Box 405

 Pawling, NY 12564 Amenia, NY 12501

 Pine Plains Central Schools

 2829 Church Street

 Pine Plains, NY 12567

**SCOPE OF SERVICES**

**Bid # 2425-05: DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION RFP**

**PURPOSE**

The purpose of this RFP is to contract with a qualified vendor to transport school children under the jurisdiction and control of the Dutchess County Board of Cooperative Educational Services for the Extended School Year (Summer School). In addition, these specifications are intended to describe projected routes during the **2024 Summer School year** which are to be used in transporting school children contracted through this RFP by the Dutchess County BOCES Board of Education, in accordance with the General Provision of the Transportation Specifications. Please refer to the current routes listed on page 26, which is a sample of the current year (2023-2024 Summer School) bus routes. The BOCES reserves the right to increase or decrease the number of routes according to the needs of the participating districts.

Bidders must agree to provide for the Dutchess County BOCES transportation of pupils from the designated locations of pupil pickup points to designated schools and from these schools to designated drop-off points. Schools as well as pickup and drop-off points will be determined by the Dutchess County BOCES, as the contract award requires.

The BOCES expressly reserves the right to reject or accept any and/or all bids or portions of bids on the basis of a particular route number or any other reason which it deems to be in the best interest of BOCES.

The BOCES also reserve the right to waive any informality contained in these documents. The BOCES further reserve the right to waive the enforcement and to modify any and all provisions of the bid specifications which it deems to be in the best interest of the BOCES.

**FORM AND DURATION OF CONTRACT**

Base contract shall be for the period beginning on July 1, 2024, and terminating on August 31, 2024. Transportation shall be provided on any and all summer school days during this period that would ensure from these specifications. A summer school day is defined as each and every day of the extended school year, when sessions are actually held, which can range from 30-40 days (July through August).

This contract may have potential for extension, at the sole discretion of Dutchess BOCES as long as service is satisfactory.

In addition to contract with Dutchess County Board of Educational Services, contractor agrees to execute the form contract issued by the New York State Education Department no later than July 1 of the current year.

**VEHICLES AND EQUIPMENT**

All vehicles to be used by the bidder shall be fully equipped as required by law, the regulations and specifications of the Department of Transportation “DOT”, and the State Education Department and have the proper DOT inspection stickers affixed.

Vehicles shall, within the limits of practicality, be regularly assigned to specific routes. These vehicles shall prominently display route number signs that can be easily identified by the pupils.

All vehicles must be in proper mechanical condition at all times and must be kept clean. The Department of Transportation BusNet profiles must be submitted to the BOCES on an annual basis on or before July 1st of each year or more often if requested by the BOCES. Upon reasonable notice, repair logs must be made available for inspection by the BOCES.

All vehicles must be made available for the BOCES inspection prior to the opening of school and during the school year. The BOCES reserves the right to remove a bus from service if the condition of a bus is unsatisfactory.

All vehicles, on or before July 1, 2025, must be equipped with a **“Child Check Mate System” or equivalent**, as approved by Dutchess BOCES, to ensure that no child remains on a Vehicle at the end of each route.

The BOCES shall have the right to inspect the contractor’s facilities prior to awarding contract and at any time subsequent to award as determined by BOCES.

**TWO-WAY RADIOS**

All buses shall be equipped with mobile two-way radio equipment of at least 30-watt capacity. Each successful bidder of bus routes will be expected to install and maintain a mobile two-way radio system in the vehicles used to furnish service under this contract, and will be expected to install and maintain a base radio unit in the area served by BOCES at a location specified by the BOCES. All expenses of installation, maintenance, licensing and such related to the radio system shall be borne by the contractor.

The use of cellular telephones in lieu of a mobile two-way radio system is only acceptable with the express written permission of the BOCES.

**CAMERAS**

Effective as soon as possible but no later than July 1, 2025, the vendor shall supply, install and maintain digital video surveillance systems with sound recording equipment on each bus used to provide services under this Proposal. **Dutchess BOCES requires that all buses have operable digital cameras with sound equipment no later than July 1, 2025.** A $250 per day per bus liquidated damage may be assessed for any bus that violates this mandate after that date.

**Minimum cameras per bus**:

**6/7 Passenger Minivan** – Minimum 2 cameras inside bus

**2 Wheelchair & 10 Ambulatory Student A/C Van; 16/22 Passenger Van; 28/35 Passenger Half Bus and Larger Buses** – Minimum 4 Cameras including one (1) outward facing to show the exterior of the bus from the vehicle operator’s perspective; the others must be placed in locations approved by the BOCES, with camera coverage set to record entryway, driver, and front, middle and rear seats.

The BOCES shall have immediate access to the video output, upon request. Immediate access shall be defined as within 2 hours of the BOCES request and access shall be furnished through internet communication or other media transfer mechanism. If the video output is not provided in a timely fashion, the Contractor will be assessed liquidated damages of $100 per day for each day that the video submission is delayed. The Contractor shall, on behalf of Dutchess BOCES, secure and retain physical possession of the video surveillance and sound records for a period of up to two (2) weeks. If after this period Dutchess BOCES does not ask Contractor to provide Dutchess BOCES with the video surveillance, the contract shall be able to record over the video surveillance.

All equipment remains the property of the Contractor. All video imagery and audio recordings are the sole property of Dutchess BOCES.

Vehicles used to transport pupils shall not be used to display either inside or outside of the vehicle, any advertisement, political or other.

**LIMITATIONS TO USE OF EQUIPMENT**

Vehicles used for pupil service, under the specific provisions of the Transportation Specifications shall be restricted to the transportation of school children authorized by the District Superintendent of Schools and the BOCES according to the limits of these specifications. Pupils shall not be carried for pay or otherwise by private arrangement with parents or any other organization while the bus is being used to fulfill the requirement of these specifications and any contract which might ensue from these specifications.

**CONFIDENTIALITY OF STUDENT EDUCATION RECORDS AND OTHER RECORDS**

Contractor, its employees and agents shall comply with the Family Educational Rights and Privacy Act and the regulations of the U.S. Department of Education, Education Law Section 2-d, and 8 NYCRR Part 121.

**CONDITIONS FOR RETENTION OF THE CONTRACT**

The contract will be null and void it at any time the Department of Motor Vehicles or the State Education department refuses to approve the contract, contractor or the conveyance, or the contractor is unable or is unwilling or fails to comply with the applicable regulations and statutory provisions of the State of New York.

If the contractor is unable, unwilling or otherwise fails to transport timely all the scheduled students present on his route for three (3) successive days, then the BOCES in its discretion, shall have the right to terminate this contract and to exercise any and all remedies available to it. Such remedies shall include, but shall not be limited to, all costs in excess of daily rate be the sole responsibility of the Contractor. In the event that the BOCES determines that it would be in the best interest not to cancel the entire contract, the BOCES, specifically reserves the right to cancel the particular contract route(s) which meet the conditions of the preceding sentence and to reduce the contract payment amount accordingly.

If Dutchess BOCES require additional routes or buses, the student add/delete form will be completed. Contractor must supply additional transportation services within five (5) school days to the location designated. If the contractor fails to provide this service within five (5) school days, then the contractor will be in breach of the terms and conditions of this contract.

Termination of insurance policies shall constitute breach of contract and cause the BOCES, in its discretion, to terminate same.

**DEBARRED LIST**

Vendors currently on the NYS Labor Department or Worker’s Compensation Debarred Lists will not be considered for award. By submitting a bid for consideration, the vendor is indicating to the BOCES that they are currently in good standing with the NYS Dept. of Labor and Worker’s Compensation Board at the time of the bid.

**CONTRACT TERM**

The term of this Contract shall be from July 1, 2024 through August 31, 2024. After the initial contract period, the contract may be extended for up to four (4) Summer Session extensions, at the discretion of BOCES, at a rate to be determined each year by BOCES and the contractor. However, the increase is not to exceed the current price plus the Consumer Price Index (CPI) as published by the NYS Education Department, unless regulations relative to contract renewals are modified during the term of the contract. <https://www.nysed.gov/pupil-transportation/news-and-notes>

**CONFLICTING TERMS**

If any terms contained within the General Terms and Conditions conflict with these Specifications, these Specifications in the Scope of Services section shall govern.

R**EQUESTS FOR CLARIFICATION/ADDITIONAL INFORMATION**

All requests for clarification or additional information related to this bid must be submitted in writing by mail, fax, or e-mail to:

Barbara Costakis

Purchasing Agent

Dutchess BOCES

5 BOCES Road

Poughkeepsie, NY 12601

E-mail: barbara.costakis@dcboces.org

Voice: (845) 486-4800 x 2262

Fax: (845) 486-4822

In the event Dutchess BOCES provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be posted on the Dutchess BOCES bid site at www.dcboces.org.

**BID SUBMISSION SHEET**

All bids must be submitted on and in accordance with the Bid Submission Sheet provided herein by Dutchess BOCES.

**AWARD AND RESERVATION OF RIGHTS**

Awards will be made to the lowest responsive and responsible Bidder(s) who (i) meets the terms and conditions stated in the Bid Documents for each Item or Item classification; whichever is in the best interest of Dutchess BOCES and (ii) completes all the required forms including a W-9. Dutchess BOCES reserves the right to reject any bid if the vendor fails to satisfy Dutchess BOCES that they are properly qualified to carry out the obligations of the Contract.

If not awarded, the Bid will be rejected within ninety (90) days of the date of the opening of Bids, subject, however, to the discretionary right reserved by BOCES to waive any informalities in, or to reject any or all Bids and to advertise for new Bids, if in its opinion, the best interest of BOCES, will thereby be promoted.

In addition, Dutchess BOCES reserve the right to name a substitute vendor if the originally awarded vendor is unable to provide a particular item during the term of an award.

Dutchess BOCES reserves the right to make awards within ninety (90) days after the date of the Bid opening during which period Bids may not be withdrawn unless the Bidder distinctly states in the Bid that acceptance thereof must be made within a shorter specified time.

**PERSONNEL REQUIREMENTS**

Contractor shall provide drivers for the buses used in providing this service that are qualified and competent both in operation of the buses that they drive and in dealing with and handling students with whom they will interact. All drivers shall be employees of the company and the company retains the right to contr0l the manner in which the drivers performed their duties under this agreement.

The Dutchess BOCES reserves the right at any time to require that any driver employed under this contract report for a physical examination at Dutchess BOCES expense by a physician designated by the Dutchess BOCES. Driver records will be available to Dutchess BOCES for inspection prior to the opening day of school. In addition, BOCES shall have the right to request a change in driver if BOCES or participating district is unsatisfied with the performance of the contractor employee.

The contractor agrees that all drivers it employs under this contract shall undergo periodic and/or random drug/alcohol testing at no cost to the Dutchess BOCES. The Contractor must test drivers according to all applicable current State and Federal Regulations.

Contractor shall prohibit employees under this contract from consuming any drug, controlled substance or intoxicating liquor, or being under the influence of any intoxicating liquor or drug while on duty or within eight (8) hours before going on duty or operating any vehicle pursuant to this contract and in compliance with Federal and State regulations.

Driver Regulations: Article 19A of the Vehicle and Traffic Law and all other rules and regulations of the New York State Department of Transportation pertaining to school bus drivers must be complied with. All State Education Department regulations for school bus drivers must be complied with. The contractor represents that he has reviewed the requirement of Article 19A and the regulations of the New York State Department of Transportation and agree to comply therewith. All regular substitute or replacement drivers are required to complete the basic driver safety training course. Drivers may also be required to attend training school and meetings, as required by BOCES or school officials at no additional costs to Dutchess BOCES.

Each driver shall receive at least two (2) hours of instruction on school bus safety practices prior to transportation of any pupils. All drivers shall receive refresher instruction in school bus safety at least two (2) times a year. One session shall be conducted prior to the first day of school, and the second session shall occur prior to February 1st at the contractor’s expense. Drivers of disabled pupils will be required to attend an additional one (1) hours session in the safe transportation of disabled pupils.

School bus drivers will be no less than 21 years of age.

Successful bidder must provide the Dutchess BOCES with a list of names, addresses and further documentation of all drivers, including abstract of drivers licenses. The above documentation is to be presented prior to implementation of any contract. Successful Bidder will provide the Dutchess BOCES with a list of drivers and route number and bus number they drive as changes occur. Copies of required records under Article 19A and Commissioner’s Regulation 156.3 must be provided to Dutchess BOCES, as stated above.

After reviewing driver records, Dutchess BOCES will approve all drivers, substitutes, and, or replacements prior to their driving. The Dutchess BOCES reserves the right to remove any driver when in the judgment of the Dutchess BOCES such driver represents a threat to the safety, morals, or other well-being of the students. The contractor shall take immediate steps to replace any driver pursuant to this paragraph.

Required Licenses: Each driver of a vehicle conveying school children shall have the appropriate license to operate such vehicle and any special license and/or endorsement as required by the State of New York. Initial copies of current licenses and renewal(s) shall be provided to Dutchess BOCES.

All bus drivers are expected to maintain discipline, and must report all cases of disobedience to the administrator(s) of the school concerned or his/her designee(s) on the forms provided by the Contractor. Copies of such forms should be immediately faxed and/or emailed to the Dutchess BOCES, attending School Administrator, Participating School Transportation Supervisor, and include the Route Number, name of student(s) involved, date and description of incident. Contractor is responsible for maintaining a master file of all competed forms by Route Number.

All bus drivers must take any mandated or refresher courses or attend any meeting prescribed by the Dutchess BOCES.

**SAFETY PROCEDURES**

School transportation vehicles must be operated at all times by capable and competent personnel at safe and reasonable rates of speed.

The Dutchess BOCES through its officials, reserves the right to enforce any and all provisions of safety in the transportation of pupils to and from school.

All pupils are to enter and leave the vehicle at the curb.

**CONDITIONS FOR PAYMENT**

Should the contractor be unable or unwilling to timely convey pupils on any school day during the term of any contract, whether because of breakdowns, motor difficulties, unsafe buses or other motor vehicles, negligence on the conveyor's part, strikes, riots, act of God, or any other reason, then the daily compensation rate shall not be paid to the contractor for such school days. The cost of such inability or unwillingness to transport students shall be a charge against the contractor, and that such sum shall be deductible from future payments to be made. In the event that there are no future payment sums outstanding, the contractor is required to pay within thirty (30) days of occurrence all such costs due to the Dutchess BOCES. Any legal fees relating to these incidents will be paid in full by the contractor.

The deduction from contract payments by reason of the contractor's inability or unwillingness to transport students on established routes shall be based upon the total daily rate for each route not performed according to the current or most recent monthly billing, or the cost incurred by the Dutchess BOCES performance of the contractor's route(s), whichever is greater.

Payments to contractors will be on a monthly basis no less than forty-five (45) days after receipt of itemized bills from the vendor. For the month of June of any given year, all invoices must be in the Dutchess BOCES Business Office no later than two (2) business days after the last day of student transportation.

**EMERGENCY CLOSINGS/DELAYED OPENINGS**

Adequate provisions shall be taken by the contractor for service to the Dutchess BOCES in the performance of the regular bus run at times other than scheduled, which may be required by delayed openings and emergency closings due to the changing weather conditions, curriculum days, or other reasons deemed necessary by the Dutchess BOCES.

**ROUTE SCHEDULE**

Routes will be based on 125 live miles and five (5) hours of billable driver and, if applicable, monitor time. Live miles are defined as the distance starting at the first student pick-up point and ending at the last student drop- off point. Five (5) hours of billable driver and, if applicable, monitor time will be calculated from the contractor facility closest to the first morning student pick-up, through the entire route, and return to contractor’s starting facility. Afternoon hours may be different from morning hours due to different student riders our route combinations, but must originate from the same contractor facility as the morning route, and will be calculated in the same manner. Hours in excess of five (5) per day will be charged and paid according to the bid offer, provided the route is calculated only from the contractor’s closest facility.

The Contractor, acting in conjunction with the Dutchess BOCES, will provide details of the route schedule(s) for all regularly scheduled transportation to and from the attending schools. The route schedule(s) will contain the length of duration of individual routes, direction of travel, student address, phone, parent/guardian name, name and location of attending school, time of pick-up and drop-off of student’s residence and attending school, location of student pick-up and drop-off points, and breakdown of all route charges (i.e. base rate, monitor cost, extra miles(s), extra driver times, tolls, etc). It is understood that the number of student riders may vary during the period of Transportation Contract. For all routes, the path of travel will be the shortest, most practical route. Dutchess BOCES will have the final determination on the path of travel. Should the contractor or any driver employed under this contract chose to travel a different path of travel without the written consent of the Dutchess BOCES, the contractor will be responsible for any and all additional costs such as additional driver time, monitor/aide time, tolls, and mileage.

Whenever possible, the route schedule will provide for delivery of students, to their respective schools, ten (10) minutes prior to the start of the school day. Pickup of students after school is planned for the published dismissal time of the particular building serviced. In the event that bus routes need to be added, modified, or deleted to accommodate the needs of a participating district, the contractor must immediately notify the BOCES, and any related route cost adjustment shall be made as follows:

In the event that any route or portion of a route is changed during the contract period, the amount of compensation paid to the contractor may be adjusted. Any increase in the cost of the route will become effective on the exact date of the change. Adjustments are to be made accordingly to any of the following cost areas:

 Base Contract (Daily Rate) Added Shuttle Cost

 Added Miles Cost Added Shuttle Time Charge

 Added Driver Time Cost of General Monitor/Aide

 Added Tolls Cost of Special Monitor/Aide

 Fuel Provision Calculation (based on mileage)

**Bus contractors must not combine any routes or deviate from prescribed routing at any time without the written permission of Dutchess BOCES.**

If, in case of inclement weather or emergency, a driver cannot at that time complete a portion of the assigned route, the driver/contractor must notify the PARTICIPATING SCHOOL DISTRICT TRANSPORTATION SUPERVISOR AND THE DUTCHESS BOCES immediately so they may in turn notify the students involved of the necessary changes and adjustments.

All incidents of equipment failure that result in delays or inability to continue a route must be reported immediately by radio or phone to the BOCES. Upon notification that a vehicle is inoperable, the contractor shall immediately dispatch a replacement vehicle to provide the required services.

Accidents: In the event of an accident, the Contractor must immediately notify by telephone the Dutchess BOCES on the route of any accident involving a school bus whether or not students were involved. A copy of Form MV-104 must be filed with the Dutchess with copies sent to the School District(s) within 24 hours, without regard to whether such form is required by any other agency.

Injuries: **In the event of an injury, the Contractor must immediately notify by telephone the Dutchess BOCES AND the participating school district(s) of the injured student(s)** **on that route.** Written report of such injuries must be submitted within 24 hours to Dutchess BOCES on Student.

A listing of personnel for Emergency Contacts will be provided to the contractor prior to commencement of service, and the contractor must contact all designated emergency school district personnel in the event of any accident or injury.

**SCHOOL DAY**

Transportation is to be provided in accordance with the Special Provision of the Transportation Specifications. However, in the event that changes in the duration of the school day, or the starting and dismissal times of any of the schools are made, the contractor will be required to provide service according to any modified school day plan, until such time as the normal school pattern can be re-established. No increase in daily compensation rate shall be made should this situation occur, nor shall a decrease in compensation rate be made in the event that the modified school day plan requires fewer miles of daily driving for a vehicle.

Pupils attending non-public schools and schools out of their school district of residence shall be transported on days when their home district is scheduled to be in session, except when their school district of residence is closed due to emergency weather or other emergency conditions. Except for legal holidays, the participating district may, at its option, provide transportation for pupils attending non-public schools and school out of their district of residence when the home district’s schools are not scheduled to be in session. Transportation for handicapped students will be in accordance with legal requirements.

**PROVISIONS FOR FUEL**

All bids will be offered with the Dutchess BOCES supplying the fuel, which fuel shall be stored in fuel storage tanks owned and/or leased by the Contractor. BOCES shall only be responsible for delivering the fuel storage tanks located within the geographical boundaries of Dutchess County.

At the time of submission of the bid, ach contractor must have its own fuel storage tank and fuel pump and/or access to fuel storage tanks and fuel pumps. Contractor must provide written proof of the same with its bid response.

Gasoline will be provided on the basis of four (4) miles per gallon on 66 passenger buses and larger, and twelve (12) miles per gallon on station wagons, vans, carryalls, and other like vehicles.

Diesel fuel will be provided on the basis of seven (7) mile per gallon on 66 passenger buses or larger, and fifteen (15) miles per gallon on station wagons, vans, carryalls and other like vehicles.

Propane fuel will be provided on the basis of four (4) miles per gallon on 66 passenger buses or larger, and twelve (12) miles per gallon on station wagons, vans, carryalls and other like vehicles.

In the event a contractor requires reimbursement for fuel, due to extenuating circumstances in which contractor is unable to fuel buses from its own storage tanks and pumps the bidder will be reimbursed for fuel at the New York State Contract rate. Prior to any such reimbursement, Contractor shall be required to provide BOCES with a written explanation describing the extenuating circumstances which led to contractor’s inability to fuel buses from its own storage tanks and pumps, and BOCES shall have the discretion to reject such requests.

For the purposes of this bid, live miles are defined as the distance starting at the first student pick-up point and ending at the last student drop-off point. BOCES shall not be responsible for any mileage in excess of “live miles” as defined in this RFP. So called “Deadhead” miles are not to be included for calculating fuel eligible mileage.

The Dutchess BOCES and its designated agents will audit each route for total mileage usage. Fuel provision will be based upon and calculated as follows:

To determine “Total Number of Fuel Eligible Miles” for any given route, multiply per trip live miles times the number of daily trips, times the number of school days. The “Total Number of Fuel Eligible Miles” will be divided by the miles per gallon of assigned vehicle as set forth in the above section. The final figure is the total number of gallons of fuel the BOCES and/or School Districts will provide the Contractor.

The Contractor must contact a designated agent of the Dutchess BOCES to request the delivery of fuel. Approximately two (2) day notice is necessary prior to the requested delivery date. The delivery of fuel will only be authorized by a designated agent of the BOCES from a fuel vendor determined by the BOCES. No agent or representative of the Contractor is to request or authorize the delivery of fuel from any fuel vendor for purposes of this contract. For the purposes of this contract, the Dutchess BOCES will only pay for fuel ordered by the BOCES. BOCES shall only be responsible for supplying fuel tanks located within the geographic boundaries of Dutchess County

**MONITOR AIDES**

The contractor shall provide monitors/aides for bus routes as specified and authorized by the BOCES. Bus routes may require 1-1 monitors/aides, or one monitor/aide per bus route. Backup monitors/aides must be provided by the Contractor in the event of short-term or long-term Illness, resignation, or termination of the assigned monitor/aide. In special circumstances, as determined by the Dutchess BOCES, reserves the right to supply the monitor/aide on any given route at no cost to the contractor.

**EXTRA-CURRICULAR AND SPECIAL EDUCATION TRANSPORTATION**

The Dutchess BOCES reserves the right to establish, from time to time, transportation services for pupils for special education needs, athletic functions, music rehearsals, clinics, field trips and the like. Contractors providing this service shall be compensated at the rate awarded pursuant to Bid whichever the Dutchess BOCES, in its discretion, awards.

Vehicles will need to have luggage space necessary to carry equipment and instruments for such transportation shall be provided in accordance with the New York State Department of Transportation rules and regulations.

**PUPIL ATTENDANCE ROSTER**

Daily pupil attendance rosters will be maintained by all drivers assigned to regular routes. Copies of all such rosters shall be submitted to Dutchess BOCES no later than five days after the month completed. A verified student count, separated by individual routes, must be submitted using the student enrollment of each route on the first Monday of each month. This count must be provided to the Dutchess BOCES by the 10th of the month. This information shall be provided to the Dutchess BOCES on a report generated from a computer software program such as excel, or a database program. This report must include the number of students enrolled on the first Monday of each month, listing each district, numbers of students and corresponding route numbers.

**SHUTTLE/FEEDER ROUTES**

Some routes servicing multiple schools or picking up students from many different home schools,

become too long to be practical. To shorten student rides and make the main routes more efficient, shuttle/feeder buses may have been used effectively to deliver students from home to the main route bus somewhere along the route. It is anticipated that the use of these shuttle/feeder vehicles might be required in this contract period as well.

Payment for the use of a contractor owned vehicle in each shuttle/feeder service will be at an hourly rate equal to twenty percent (20%) of the daily base bid amount for a 16 passenger van. This payment will not apply when a contractor vehicle performs a shuttle/feeder route while already in service on another route under this contract.

Shuttle/feeder routes may not be initiated by the contractor without the express written consent of the Dutchess BOCES.

**PENALTIES**

The following penalties shall be imposed to the Contractor as detailed below, and will be deducted by the Dutchess BOCES from each monthly bill submitted by the contractor:

1. *Failure to provide Contract Information:* $100.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor’s most current monthly bill.
2. *Failure to provide qualified and properly licensed Driver:* $100.00 per driver record out of compliance will be deducted accordingly from the contractor’s most current monthly bill. In addition, and/or at the discretion of the *Dutchess BOCES* immediate suspension or removal of the driver from this contract.
3. *Failure to provide Certificate of Insurance:* $100.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor’s most current monthly bill.
4. *Failure to provide Student Count:* $100.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor’s most current monthly bill.
5. *Failure to provide the June invoice on time:* $100.00 per day for each day for each day which goes beyond the due will be deducted accordingly from the contractor’s most current monthly bill.
6. *Failure to provide the required monitor/aide:* $100.00 per day for each day monitor/aide who is not in attendance on assigned route will be deducted accordingly from the contractor’s most current monthly bill.
7. *Failure to notify the Dutchess BOCES and/or each participating school district of any accident and/or injury:* $100.00 per incident will be deducted accordingly from the contractor’s most current monthly bill.
8. *Failure to provide an additional route:* $100.00 per day for each day given route is not available will be deducted accordingly from the contractor’s most current monthly bill.
9. *Failure to obtain written permission from Dutchess BOCES or each participating school district prior to combining any existing route or deviations from prescribed:* $100.00 per day for each day any route has been combined or altered in any way will be deducted accordingly from the contractor’s most current monthly bill.
10. After July 1, 2025, $250 per day per bus for failure to have operable digital cameras with sound equipment on each bus. If requested and not received, $100 per day for each day that a video submission is delayed.

In addition, Dutchess BOCES shall have the right to contract for Contractor’s failures as described in (a) through (j) herein.

**MISCELLANEOUS**

Bidders are advised that the information herein is for the bidding purposes only and is subject to change, and that the bidders are required to make themselves knowledgeable of the calendar and procedures of the various schools, as well as the starting and dismissal times.

Transportation must be in strict accordance with these bid documents, and the contract will be subject to the approval of the Dutchess BOCES as well as the Commissioner of Education. Should any dispute arise respecting the true construction, meaning and interpretation of these bid documents and contract, same shall be decided by the Dutchess BOCES .

It is also agreed that the successful contractor hereby consents to an audit by the New York State Department of Audit and Control and/or BOCES of any and all financial records related to the awarding of this bid or to financial records related to the implementation of the contract after the award of the contract.

All provisions of these requirements and bid documents shall become part of any contract executed by the parties whether so stated in the contract or not.

As described above, the Dutchess BOCES may add and/or expand bus routes as well as require additional buses for pupil transportation services as conditions may require.

Prior to the award of this contract, the successful bidder must provide the Dutchess BOCES with ownership history, evidence to demonstrate financial stability (including possible contract default or bankruptcy related information), performance history, references, maintenance history (DOT BusNet Profiles), contractual educational transportation history with performance records and appropriate contact information as deemed necessary by the Dutchess BOCES In addition to the bidding information provided within this bid document, the final award of this contract will be made by the Dutchess BOCES only after information provided under this paragraph is deemed to be appropriate and satisfactory to the BOCES.

This contract or any part thereof may not be assigned to another contractor without the express written consent of the Dutchess BOCES.

The Request for Proposal for Transportation Services will consist of 10 categories listed below with a maximum of 100 points being awarded. Each proposal received will be evaluated and scored by a committee of reviewers following the criteria listed in the table below.

|  |  |  |
| --- | --- | --- |
| **Criteria** |  | **Points** |
| Previous Experience |  | 5 |
|  |  |  |
| Inspection Records |  | 5 |
|  |  |  |
| Age of Fleet |  | 10 |
|  |  |  |
| Familiarity with Routes |  | 5 |
|  |  |  |
| Driving History of Staff |  | 5 |
|  |  |  |
| Financial Condition of Contractor |  | 10 |
|  |  |  |
| Facility & Fleet |  | 10 |
|  |  |  |
| Safety Program |  | 10 |
|  |  |  |
| Maintenance Schedules |  | 10 |
|  |  |  |
| Insurance & Bonding Requirements |  | 10 |
|  |  |  |
| Cost of Proposal |  | 20 |
|  |  |  |
| **Total** |  | **100** |

**Proposal Requirements**

The proposal provided by the contractor shall include at a minimum:

1. An ‘Executive Summary”
2. Previous Experience- List current and past experience related to transporting pupils.
3. Inspection Records- List and describe the computerized management program that monitors the inspections for the contractor. Provide inspection records for all vehicles in the Contractors fleet. Provide New York State inspection profile. Provide a copy of the Contractor’s DIT inspection profile for the past five (5) years.
4. Age of Fleet- Provide complete List of Fleet including; Capacity of Vehicle, Type, Fuel Type, Model Year, Department of Transportation Inspection Certification, Mileage, and Owned or Financed information.
5. Familiarity with Routes – Provide information regarding knowledge of the routes and geographical area of Dutchess County.
6. Driving History of Staff- Current 19A roster and driving history of contractor drivers. Describe staff training and professional development.
7. Financial Condition- Provide Financial Condition of Contractor including bank references. Provide bidder references with like sized contracts and or districts. Describe ability to take on additional workload of this RFP.
8. Facility and Fleet- Provide information on vehicles and safety features including seating and passenger restraint systems. Describe radio communication system and ability to cover area of use in this RFP. Provide information on digital camera security system to be utilized under this RFP. Provide records of accidents in motor vehicles for the past five (5) years.
9. Safety Program- Provide Operators 19A program description as well as results of most recent 19A audit. Provide Operator’s SED training program description, including additional training for drivers and attendants. Provide a description of Contractor’s operational safety program(s).
10. Maintenance Schedules- Describe preventative maintenance schedule as listed with Department of Transportation including Operator’s most current DOT Profile. Provide documentation of computerized maintenance program.
11. Insurance & Bonding Requirements- Provide evidence of insurance (certificate is acceptable) for limits stated within this RFP. Include a letter from a surety company stating that the letter of credit or bond will be provided if being considered for a contract or in the event of a contract.
12. Cost of Proposal- Provide pricing as requested in RFP for. See various Pricing requests included in this RFP
13. Return this complete RFP document and initial each page in bottom right as acknowledgment that the entire document has been read.



**PRICING FOR HOME TO SUMMER SCHOOL CONTRACT**

Each Vehicle is used for a 5-hour day that shall include 125 miles as the Base Bid

Dollar Amount for Bid for Services ***With Fuel*** supplied by BOCES

|  |  |  |  |
| --- | --- | --- | --- |
|  | Base Bid Cost Per Day for First 125 Live Miles | Cost Per Vehicle Per Day for Each Mile Above First 125 Live Miles (Provide Per Mile Rate) | Additional per Hour Driver Time Beyond 5-Hour Day |
|  |  |  |  |
| 65/66 Passenger Buses  | $ | $ | $ |
| 28/35 Passenger Half Buses | $ | $ | $ |
| 16/22 Passenger Van | $ | $ | $ |
| 2-Wheelchair + 10 Ambulatory Student A/C Van | $ | $ | $ |
| 6/7 Passenger Minivans | $ | $ | $ |

Monitor Cost for 5-hour day Summer School

|  |  |  |
| --- | --- | --- |
|  | Monitor Cost per day (Based upon 5-hour day)  | Monitor Cost per hour for each hour in excess of 5 hour day |
|  |  |  |
| Monitor | $ | $ |

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

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

**Federal Contract Provisions**

Contract Provisions as outlined in the Code of Federal Regulations Title 2 Grants & Agreements, Chapter II, part 200, Subpart D, §200.326 Contract Provisions. Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

1. Contracts for more than the simplified acquisition threshold currently set at $150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
2. All contracts in excess of $10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
3. Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60- 1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” ( 30 FR 12319, 12935, 3 CFR Part, 1964 -1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, “Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.”
4. Davis-Bacon Act, as amended (40 U.S.C. 3141- 3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144) as supplemented by Department of Labor regulations ( 29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti- Kickback” Act ( 40 U.S.C. 3145), as supplemented by Department of Labor regulations ( 29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or sub recipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.
5. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701- 3708). Where applicable, all contracts awarded by the non-Federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations ( 29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials orarticles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
6. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR § 401.2 (a) and the recipient or sub recipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or sub recipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.
7. Clean Air Act (42 U.S.C. 7401- 7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251- 1387), as amended - Contracts and sub grants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
8. Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
9. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
10. See § 200.322 - A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**Non-Collusive Bidding Certification**

**Bid # 2425-05: DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION RFP**

I. In accordance with Section 103-D of the General Municipal Law, the following must be subscribed to by every bidder:

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

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;

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

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

B. A bid 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 Bidder cannot make the foregoing certification, the Bidder shall so state and shall furnish with the Bid, a signed statement which sets forth in detail the reasons therefore. Where (A) (1), (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

The fact that the Bidder (i) has published price lists, rates or tariffs covering items being procured, (ii) has informed prospective customers of proposed for pending publication of new or revised price lists for such items, or (iii) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of section I. (A) above.

II. Any bid hereafter made to any political subdivision of the State or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to Section I above, shall be deemed to include the signing and submission of the Bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Signed

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title

**IRAN DIVESTMENT ACT COMPLIANCE RIDER**

The Iran Divestment Act of 2012, effective as of May 12, 2012, is codified at State Finance Law (“SFL”) §165-a and General Municipal Law (“GML”) §103-g. The Iran Divestment Act, with certain exceptions, prohibits municipalities, including the District, from entering into contracts with persons engaged in investment activities in the energy sector of Iran. Pursuant to the terms set forth in SFL §165-a and GML §103-g, a person engages in investment activities in the energy sector of Iran if:

(a) The person provides goods or services of twenty million dollars or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or

(b) The person is a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created pursuant to paragraph (c) of subdivision three of Section 165-a of the SFL and maintained by the Commissioner of the Office of General Services.

A bid or proposal shall not be considered for award nor shall any award be made where the bidder or proposer fails to submit a signed and verified bidder’s certification.

Each bidder or proposer must certify that it is not on the list of entities engaged in investment activities in Iran created pursuant to paragraph (b) of subdivision 3 of Section 165-a of the SFL. In any case where the bidder or proposer cannot certify that it is not on such list, the bidder or proposer shall so state and shall furnish with the bid or proposal a signed statement which sets forth in detail the reasons why such statement cannot be made. The District may award a bid to a bidder who cannot make the certificate on a case by case basis if:

(1) The investment activities in Iran were made before the effective date of this section (i.e., May 12, 2012), the investment activities in Iran have not been expanded or renewed after the effective date of this section and the person has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or

(2) The District makes a determination that the goods or services are necessary for the District to perform its functions and that, absent an exemption, the District would be unable to obtain the goods or services for which the contract is offered. Such determination shall be made in writing and shall be a public document.

**CERTIFICATION**

**IRAN DIVESTMENT ACT OF 2012**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, added new provisions to the State Finance Law (SFL), §165-a and General Municipal Law (GML) §103-g effective May 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list (prohibited entities list) of “persons” who are engaged in “investment activities in Iran” (both are defined terms in the law). Pursuant to SFL § 165-a(3)(b) and GML §103-g, the initial list is expected to be issued no later than 120 days after the Act’s effective date, at which time it will be posted on the OGS website.

By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer (or any assignee) certifies that once the prohibited entities list is posted on the OGS website, it will not utilize on such Contract any subcontractor that is identified on the prohibited entities list.

Additionally, Proposer is advised that once the list is posted on the OGS website, any Proposer seeking to enter into, renew or extend a Contract or assume the responsibility of a Contract awarded in response to the solicitation, must certify at the time the Contract is bid upon or a proposal submitted, or the contract is renewed, extended or assigned that it is not included on the prohibited entities list.

During the term of the Contract, should Dutchess BOCES receive information that a person is in violation of the above-referenced certification, Dutchess BOCES 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 Dutchess BOCES 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.

Dutchess BOCES reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Sexual Harassment Prevention Certification**

State Finance Law §139-l requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training to all its employees and that such policy, at a minimum, meets the requirements of section two hundred one-g of the labor law.

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

The Bidder’s signature below certifies its compliance with State Finance Law §139-I.

Bidder: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

By (signature): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

This form must be signed by an authorized executive or legal representative.

If the bidder cannot make the above certification, the bidder must provide a statement with their bid detailing the reasons therefor:

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**CONFLICT OF INTEREST DISCLOSURE STATEMENT**

 **PLEASE COMPLETE A OR B BELOW:**

1. I do not have any affiliations or financial interests with any segment of Dutchess BOCES or any employee, board member or elected official.

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. I have an affiliation or financial interest with a Dutchess BOCES employee, board member or elected official. The affiliation or financial interest is as follows (please be specific):

Explain Here: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Print Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Statement of "No Bid" Form

**Bid # 2425-05: DUTCHESS BOCES SUMMER SCHOOL TRANSPORTATION RFP**

To be received by May 31, 2024

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

Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

We have elected not to submit a request for letter of interest due to the following

reason(s):

Insufficient Time to Respond \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do Not Offer This Goods/Service \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unable To Meet Specifications \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Unable To Meet Service Requirements \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Workload Does Not Allow Us to Bid \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Specifications Unclear or Too Restrictive \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Other (Please Specify) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Please Return To:

Dutchess BOCES

Purchasing Agent

5 BOCES Road

Poughkeepsie, New York 12601