

**CORNWALL CENTRAL SCHOOL DISTRICT**  
Central Administration  
24 Idlewild Avenue  
Cornwall on Hudson, New York 12520

SPECIFICATIONS AND BID FORM FOR -

**OUT OF DISTRICT TRANSPORTATION**

**Trip # 1 – Link Elementary School, New City, NY**

BIDS ARE TO BE RECEIVED AT:

**CORNWALL CENTRAL SCHOOL DISTRICT**  
Central Administration  
Attn: Harvey Sotland, Assistant Superintendent for Business  
24 Idlewild Avenue  
Cornwall on Hudson, New York 12520

BIDS ARE DUE IN THE ABOVE OFFICE BY -

**10:00 a.m. September 18, 2020.**

**CORNWALL CENTRAL SCHOOL DISTRICT**

**FORM OF PROPOSAL FOR TRANSPORTATION**

Pursuant to public notice of September 7, 2020, requesting proposals for the transportation of a student of the Cornwall Central School District, I hereby propose to furnish the required transportation described in the specifications and instructions to bidders in accordance with the terms of the proposed contract attached, as follows:

**Trip # 1.** Round trip transportation between student's home on Station Road, New Windsor, NY and Link Elementary School, 51 Red Hill Road, New City, NY for approximately (but not limited to) one student to arrive at 9:00 A.M. Dismissal time is 3:35 P.M. Round trip transportation is required for all in person school days based on school's calendar.

**Daily Cost** (Note: for parent carriers – subject to a maximum of the Internal Revenue Service/NYS mileage reimbursement rate, currently at \$ .575 per mile plus any tolls): \_\_\_\_\_

**MAKE, MODEL AND YEAR OF VEHICLE TO BE USED:** \_\_\_\_\_

NAME & ADDRESS OF BIDDER: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

PRINT NAME & TITLE OF OFFICER: \_\_\_\_\_

SIGNATURE OF OFFICER: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

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

**PLEASE RETURN THIS BID COMPLETED AND SIGNED ALONG WITH THE ATTACHED NON-COLLUSIVE BIDDING CERTIFICATE.**

## Bid Proposal Certifications

<b>Firm Name</b>	
<b>Business Address</b>	
<b>Telephone Number</b>	<b>Date of Bid</b>

### I. General Bid Certification

The bidder certifies that he will furnish, the prices herein quoted, the materials, equipment and/or services as proposed on this bid.

### II. Non Collusive Bidding Certification

By submission of this bid proposal, the bidder certifies that he is complying with section 103-d of the General Municipal Law as follows:

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

" (a) 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 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 knowingly disclosed by the bidder and will not be 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 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 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 therefor. 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 a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers of proposed pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning subparagraph one (a).

2. 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 in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the bidder, and such authorization shall be deemed to include the signing and submission of the certificates as to non-collusion as the act and deed of the corporation.

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

\_\_\_\_\_  
Title

# CORNWALL CENTRAL SCHOOL DISTRICT

## GENERAL INSTRUCTIONS AND DETAILED SPECIFICATIONS

### SECTION I - General Information

1. Knowledge of Contents

Each bidder shall examine the maps, specifications, general routing data, and other contract documents on file in the business office, 24 Idlewild Avenue, Cornwall on Hudson, NY, and be fully familiar with the routes, traffic conditions, topography, road conditions, locations of school. The submission of a bid by a contractor will be construed as indications that he is fully informed as to the extent and character of the work, labor, or equipment required. Their bid shall include the furnishing of all labor, materials, and equipment as required by the work to be done or the services to be rendered.

2. Form of Proposal

Proposals must be submitted on forms attached hereto, in a sealed envelope bearing on the outside:

- The name and address of the bidder
- "Sealed Bid - Out of District Transportation"

Proposals which are incomplete, conditioned, or obscure may be rejected as not meeting bid specifications.

3. Late Bids

All bids received after the designated time as stated in the Notice to Bidders will not be considered by the Board of Education. The Bidder assumes the risk of any delay in the mail.

4. Award

The award of contracts will be made as soon as practical after the opening of bids.

5. Lowest Bidder

The Board of Education shall award the contract, if at all, to the lowest responsible bidder. It is mutually agreed, however, that no contract becomes binding until the contract has been approved by the NYS Commissioner of Education.

6. Fraud and Collusion

Each bidder is required to complete a non-collusive Bidding Certificate.

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### 7. Faithful Compliance

The Board of Education in compliance with the duties and obligations placed upon it by the Education Law of the State of New York and the rules, regulations and directions of the Commissioner of Education of the State of New York to safeguard the comfort and safety of the children to be transported pursuant to this contract and in order to provide for the orderly operation of its academic program educational system requires strict adherence to the terms of the specifications and of the contract to be awarded including such specifications particularly but not limited to schedules, adequacy of equipment, maintenance of equipment, employment of qualified personnel, **CONSTANT ATTENDANCE OF QUALIFIED SUPERVISORY PERSONNEL**, enforcement of rules as to conduct of children while being transported, safety of operation under all conditions and strict and faithful compliance with all rules, regulations, directives and orders of the Board of Education, Superintendent of Schools, and any of his designated personnel, and officials and peace officers of any and all municipalities and of any and all other persons or bodies having jurisdiction or control of the subject matter or performance of the contract, and comply with all rules and regulations of the Department of Transportation. All vehicles must comply with the requirements of the State Education Department of the State of New York (including article 73 (2), Section 3624 of the State Education Law and the Rules and Regulations of the Commissioner of Education concerning school bus drivers and with the Motor Vehicle Laws of the State of New York, and Standard 17 of the National Highway Safety Administration.

### 8. Supervision

The names and qualifications of all the personnel who will supervise the operation of vehicles shall be submitted with the Contractor's bid. The location within the District and the telephone number at which such personnel may be reached shall also be shown in his bid. Facilities provided by the contractor shall be staffed from 5:30 a.m. to 6:00 p.m. on school days.

A responsible supervisor having complete authority over the operation of buses shall be on duty at THE DISPATCHING STATION while buses are operating on regular schedules. The supervisor at no time, is to be assigned bus driving responsibilities while the regular schedules are in operation. The name of this supervisor is to be included in the bid document, and must be approved by the Superintendent of Schools.

The contractor will supply the services of a qualified person who will, as required by the School District, study routing and other problems connected with this contract and make recommendations to the School District. The name of the person who will provide these services will be supplied with the bid.

### 9. Designation of Contract Administrator

The Assistant Superintendent for Business will represent the Board of Education on all transportation matters.

### 10. Equipment

Contractors must show on the bid form a list of equipment to be used in the performance of the contract showing the make, year, and Department of Transportation approved seating capacity.

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(a) The Board of Education reserves the right to demand that buses in fulfilling this contract of minimum 60 pupil capacity except for certain routes where smaller vehicles may be designated.

### 11. Cancellation of Contract

Failure to adhere to and comply with any of the conditions and specifications of this bid and the contract to follow will subject the contract to cancellation upon ten days written notice by the Board of Education. In the event of cancellation of contract and the necessity to bid or negotiate a new contract for transportation service with another contractor, the original contractor will be responsible for indemnifying the district for cost incurred in obtaining a new contract and for any increase in costs of service involved for the duration of the term of the original contract.

## **SECTION II - Insurance**

### 1. Automobile Liability Insurance

The contractor shall effect and maintain automobile liability insurance with minimum limits as described in paragraph 3 hereto. Such insurance shall include coverage on all vehicles owned by the contractor. The insurance shall also cover any liability arising out of the use of hired or non-owned vehicles as might be used incident to the completion of the contract.

2. The contractor must produce Certificates of Insurance of companies satisfactory to the said Board of Education indemnifying the said Board of Education against any claim or claims for changes arising out of or because of the performance of the contract. The limits shall be subject to the approval of the Commissioner of Education. The limits as outlined herein are strictly minimum amounts. The Board of Education encourages the use of higher limits and assumes no liability in event that claims are presented against the contractor for amounts in excess of these minimum limits.

3. The Board of Education requires that the district be co-insured on the successful bidders insurance policy at no cost to the district.

## **SECTION III - Miscellaneous**

Bills for transportation shall be sent to the District Business Office on or before the last day of the calendar month in which services were rendered. Such bills will be paid within thirty (30) days.

### Assignment of Contracts

The contractor shall not assign nor subcontract any part of this contract without the written approval of the Board of Education.

### Schedule Deviation

It is understood that it will be necessary to occasionally dismiss schools at times other than that called for on the regular daily schedule. It shall be the responsibility of carriers to meet schedule revisions when called for. These schedule revisions shall be without extra charge to the School District.

Section 3625

The contractor consents to an audit of any and all financial records relating to the contract by the Department of Audit and Control and the State Education Department.

The contractor shall agree that he will fill out all forms that are required by the State Education Department.

Right Reserved:

The Board of Education reserves the right to reject any or all proposals, in whole or in part, to make awards item by item, by group, or in total, to waive minor defects and to cancel the award at any time the foregoing conditions are not complied with, or for any good and sufficient reason if deemed in the interest of the school district to do so.

