

PEARL RIVER PUBLIC SCHOOL DISTRICT

BID NUMBER RFB-PR-2019-07

SUMMER SESSION TRANSPORTATION & MONITOR

OPENING: JUNE 7, 2018 AT 11:00 A.M.

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NEW YORK 10965

845-620-3911 Business Office

NOTICE TO BIDDERS

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in The Journal News on May 23, 2018. As stated in such notice, bids will be publicly opened and read in the Administrative Office, 135 West Crooked Hill Road, Pearl River, NY on June 7, 2018 at 11:00 a.m. We would appreciate your submitting a bid.

Please contact us if you have any questions.

This bid contains the following items.

1. General Conditions
2. Bid Instructions
3. Specifications
4. Bid Proposal and Required Bid Form (if necessary)
5. Bid Proposal Certifications

Quinton C. Van Wynen, Jr.
Director of Operations

PEARL RIVER UNION FREE SCHOOL DISTRICT
ADMINISTRATIVE OFFICES
135 WEST CROOKED HILL ROAD
Pearl River, N.Y. 10965

845-620-3911 BUSINESS OFFICE

Town of Orangetown
County of Rockland

GENERAL CONDITIONS

(For the purchase of materials, supplies, services, and equipment)

All invitations to bid issued by the above named School District will bind bidders and successful bidders to the conditions and requirements set forth in these general conditions, and such conditions shall form an integral part of each purchase contact awarded by the School District.

DEFINITIONS

- "School District" - shall be the legal designation of the district.
- "Board" - the Board of Education of the school district.
- "Bid" - an offer to furnish materials, supplies, services, and or equipment in accordance with the invitation to bid, the general conditions, and the specifications.
- "Bid Offer" - the form on which the bidder submits his bid.
- "Bidder" - any individual, company, or corporation submitting a bid.
- "Successful bidder" - any bidder to whom an award is made by the school district.
- "Specification" - description of materials, supplies, services, and/or equipment and the conditions for its purpose.

BIDS

1. The date and time of bid opening will be given in the Notice to Bidders.
2. All bids must be submitted on and in accordance with forms provided by the board.
3. All bids received after the time stated in the Notice to Bidders may not be considered and will be returned to the bidder. The bidder assumes the risk of any delay in the mail or in the handing of the mail by employees of the school district. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified. The District will not accept facsimile or e-mail bids.
4. All information required by Notice to Bidders, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
5. The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, materials, services or equipment required and a representation that the bidder can furnish the supplies, services, materials, or equipment satisfactorily in complete compliance with the specifications.
6. No alteration, erasure, or addition is to be made in the typewritten or printed matter. Deviations from the specifications must be set forth in space provided in bid for this purpose.
7. Prices and information required, except signature of bidder, should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be original signatures. Facsimile, printed, or typewritten signatures are not acceptable.
8. Sales to school districts are not affected by any fair trade agreements. (General Business Law, ch. 39, Sec. 369-a, Sub. 3, L 1941)
9. No charge will be allowed for federal, state, or municipal sales and excise taxes since the school district is exempt from such taxes. The price bid shall be net and shall not include the amount of any such tax. Exemption certificates, if required, will be furnished on forms provided by the bidder.
10. In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. The decision of the school district as to whether an alternate or substitution is in fact "equal" shall be final. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturers name, and detailed specification of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified
11. Bids on equipment must be standard new equipment, of latest model, and in current production, unless

otherwise specified.

12. All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.

13. When bids are requested on a lump sum basis, bidder must bid on each item in the lump sum group. A bidder desiring to bid "no charge" on an item in a group must so indicate; otherwise bid for the group may be rejected.

14. All prices quoted must be "per unit" as specified; eg, do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.

15. Bidder must insert the price per unit and the extensions against each item in his bid. In the event of a discrepancy between the unit price and the extension, the unit price will govern. Prices shall be extended in decimals, not fractions.

16. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis, transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted.

17. The bidder must submit the Bid Proposal Certification and the Certificate and Signature Form (Appendixes A & B) pursuant to sec. 103-d of the New York State General Municipal Law.

18. All bids must be sealed. They may be submitted either in plain or opaque envelopes, or in those furnished by the school district. All bids must be addressed to the Director of Operations. Bid envelopes must be clearly marked 'Bid'. Also the date and time of the bid opening, as indicated on the Notice to Bidders, must appear on due envelope. Bids must not be attached to or enclosed in packages containing bid samples. Telephoned quotations or amendments will not be accepted at any time. The District will not accept facsimile or e-mail bids.

19. No interpretation of the meaning of the specifications or other contract document will be made to any bidder orally. Every request for such interpretation should be in writing, addressed to the school district, not later than five (5) days prior to the date fixed for the opening of bids. Notice of any and all such interpretations and any supplemental instructions will be sent to all bidders of record by the school district in the form of addenda to the specifications. All addenda so issued shall become a part of the contract documents.

20. If the supplies, materials, services or equipment are to be delivered over an extended period of time, or if the specifications so state, then the successful bidder may be required to execute an agreement in relation to the performance of his contract, such agreement to be executed by the bidder within 15 days after notification to execute such contract. If the specifications so state, the successful bidder also may be required to furnish a performance bond equal to the full amount of the contract to guarantee the faithful performance of such contract. Such performance bond shall be maintained in full force and effect until the contract shall have been fully performed. The surety company furnishing such performance bond shall be authorized to do business in the State of New York and must be satisfactory to the attorney for the school district. The performance bond shall be executed by the successful bidder at the time of the execution of the contract by the successful bidder and the board. The school district reserves the right to specify

that a bid bond is required and/or that a cash deposit in lieu of a performance bond shall be deemed sufficient to secure performance for no additional expense.

SAMPLES

21. All specifications are minimum standards; and accepted bid samples do not supersede specification for quality unless bid sample is superior, in which case deliveries must be the same identity and quality as accepted bid sample.

22. The school district reserves the right to request a representative sample of the item quoted upon either prior to the award or before shipments are made. If the sample is not in accordance with the requirements of the specification, the school district may reject the bid; or, if award has been made, cancel the contract at the expense of the successful bidder.

23. Samples, when required, must be submitted strictly in accordance with instructions; otherwise, bid may not be considered. If samples are requested subsequent to bid opening, they shall be delivered within ten (10) days of the request, or as directed, for bid to have consideration. Samples must be furnished free of charge and must be accompanied by descriptive memorandum invoices indicating if the bidder desires their return and specifying the address to which they are to be returned provided they have not been used or made useless by tests. Award samples may be held for comparison with deliveries. The school district will not be responsible for any samples destroyed or mutilated by examination or testing. Samples shall be removed by the bidder at his expense. Samples not removed within fifteen (15) days after written notice to the bidder will be regarded as abandoned and the school district shall have the right to dispose of them as its own property.

24. When a specification indicates that an item to be purchased is to be equal to a sample, such sample will be on display at a designated location in the school district. Failure on the part of the bidder to examine sample shall not entitle him to any relief from the conditions imposed in the proposal, specification, etc.

AWARD

25. Awards will be made to the lowest responsible bidder, as will best promote the public interest, taking into consideration the reliability of the bidder, the quality of the materials, services, equipment, or supplies to be furnished, their conformity with the specifications, the purposes for which required, and the terms of delivery.

26. The school district reserves the right to reject all bids. 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 the district will be served. Also reserved is the right to reject bids and to purchase items on State or County contract or BOCES or other municipal bids if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

27. The school district reserves the right to make awards within forty-five (45) days after the date of the bid opening during which period bids may not be withdrawn unless the bidder distinctly states in his bid that acceptance thereof must be made within a shorter specified time.

28. Where a bidder is requested to submit a bid on individual items and also on a total sum or sums, the right

is reserved to award bids on individual items or on total sums.

BID MISTAKE

29. The withdrawal of a bid based upon a unilateral mistake shall be allowed only in strict compliance with the requirements of Sec. 103 (11) of the New York State General Municipal Law.

CONTRACT

30. Each bid will be received with the understanding that the acceptance thereof in writing by the school district, approved by the board of education, to furnish any or all of the items described therein shall constitute a contract between the successful bidder and the school district. Contract shall bind the successful bidder on his part to furnish and deliver at the prices and in accordance with the conditions of his bid. Contract shall bind the school district on its part to order from such successful bidder (except in the case of emergency) and to pay for at the contract prices, all items ordered and delivered, unless otherwise specified.

31. 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 acceptance of contract.

32. If the successful bidder fails to deliver within the time specified or within reasonable time as interpreted by the school district, or fails to make replacement of rejected articles, when so requested, immediately or as directed by the school district, the school district may purchase from other sources to take the place of the item rejected or not delivered. The school district 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 the school district promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference. Such purchases will be deducted from contract quantity. Whenever the school district seeks legal enforcement of the provisions of said contract, the bidder shall be liable for payment of the school district's legal costs, including reasonable attorney's fees.

33. A contract may be canceled at the successful bidder's expense upon non-performance of contract.

34. If the successful bidder fails to deliver as ordered, the school district reserves the right to cancel the contract and purchase the balance from other sources at the successful bidder's expense.

35. Cancellation of contract for any reason may result in removal of the successful bidder's name from mailing list for future proposals for an indeterminate period.

36. When materials, equipment, services or supplies are rejected, they must be removed by the successful bidder from the premises of the school district within five (5) days of notification. Rejected items left longer than five (5) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.

37. No items are to be shipped or delivered until receipt of an official order from the school district.

38. 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 other person, company, or corporation, without the previous written consent of the school district.

INSTALLATION OF EQUIPMENT

39. The successful bidder shall clean up and remove all debris and rubbish resulting from his work from time to time as required or directed. Upon completion of the work the premises shall be left in a neat, unobstructed condition, and the buildings broom cleaned, and everything in perfect repair and order. Old materials are the property of the successful bidder unless otherwise specified.

40. Equipment, supplies, services and materials shall be stored at the site only on the approval of the school district and at the successful bidder's risk. In general, such on-site storage should be avoided to prevent possible damage or loss of the material.

41. Work shall be progressed so as to cause the least inconvenience to the school district and with proper consideration for the rights of other successful bidders or workmen. The successful bidder shall keep in touch with the entire operation and install his work promptly.

42. Bidders shall acquaint themselves with conditions to be found at the site and shall assume all responsibility for placing and installing the equipment in the locations required.

43. Equipment for trade-in shall be dismantled by the successful bidder and removed at his expense. The condition of the trade-in equipment at the time it is turned over to the successful bidder shall be the same as covered in the specifications, except as affected by normal wear and tear from use up to the time of trade-in. All equipment is represented simply as is. Equipment is available for inspection only at the delivery point listed for new equipment unless otherwise specified.

44. The successful bidder guarantees:

- (a) His products against defective material or workmanship and or repair or replace any damages or marring occasioned in transit.
- (b) To furnish adequate protection from damage for all work and to repair damages of any kind for which the vendor or its workers are responsible, to the building or equipment, to their own work, or to the work of other successful bidders.
- (c) To carry adequate insurance to protect the school district from loss in case of accident, fire, theft, etc.
- (d) That all deliveries will be equal to the accepted bid sample.
- (e) That the equipment or furniture offered is standard, new, latest model of regular stock product or as required by the specifications, with parts regularly used for the type of equipment or furniture offered; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to

replace the unit or the part affected without cost to the school district

Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment (one year from the date of acceptance of the replacement). The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

DELIVERY

45. Delivery must be made as ordered and in accordance with the proposal and specification. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery (not to exceed 30 days). The decision of the school district as to reasonable compliance with delivery terms shall be final. Burden of proof of delay in receipt of order shall rest with the successful bidder. Failure to deliver because of delayed payments or for any other reason except that described in Paragraph 52 will be cause for open market purchase at the expense of the successful bidder.

46. The school district will not schedule any deliveries for Saturdays, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is an emergency, a replacement, or is overdue, in which event the convenience of the school district shall govern.

47. Items shall be securely and properly packed for shipment, storage, and stocking in new shipping containers and according to accepted commercial practice, without extra charge for packing cases, baling, or sacks.

48. The successful bidder shall be responsible for delivery of items in good condition at point of destination. He shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The receiving school district will note for the benefit of successful bidder when packages are not received in good condition.

49. Unless otherwise stated in the specifications, all items must be delivered into and placed at a point within the building as directed by the shipping instructions or the agent for the school district. The successful bidder will be required to furnish proof of delivery in every instance.

50. Unloading and placing of the equipment and furniture is the responsibility of the successful bidder, and the school district accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the school district, and suppliers should notify their truckers accordingly.

51. All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number

Purchase Order Number

Name of Article

Item Number

Quantity

Name of the successful bidder

Carton shall be labeled with purchase order number, successful bidder's name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

PAYMENTS

52. Payment for the used portion of an inferior delivery will be made by the school district on an adjusted price basis.

53. Payment will be made only after correct presentation of claim forms obtained from the ordering school district.

54. Payments of any claim shall not preclude the school district from making claim for adjustment on any item found not to have been in accordance with general conditions and specifications.

SAVE HARMLESS

55. Proposer shall protect, indemnify, defend and save the district harmless from and against any damage, cost or liability, including reasonable attorney's fees, for any or all injuries to persons or property arising from acts or omissions of your company, its officers, employees and agents, including but not limited to claims brought by third parties, employees of the District or employees of the company.

SAVING CLAUSE

56. The successful bidder shall not be held responsible for any losses resulting if the fulfillment of the terms of the contract shall be delayed or prevented by wars, acts of public enemies, fires, floods, acts of God, or for any other acts not within the control of the successful bidder and which by the exercise of reasonable diligence he is unable to prevent.

NONDISCRIMINATION CLAUSE

57. The bidder agrees that it will not discriminate against any employee, applicant for employment or student because of race, creed, color, national origin, religion, sex, age, disability, marital status, sexual orientation or other non-merit factors. Such action shall be taken with reference to, but not be limited to employment practices and provision of services under any contract with the District.

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NEW YORK 10965
845-620-3911

BID OPENING: JUNE 7, 2018

AT 11:00 A.M.

BID NO. RFB-PR-2019-07 SUMMER SESSION TRANSPORTATION & MONITOR

Name of Bidder: _____

Signature of person submitting bid: _____

Printed or typed name of person submitting bid: _____

Title of person submitting bid: _____

Address of bidder: _____

Telephone Number of Bidder (include area code): _____

Bid Price for Daily Transportation Rate: _____

Bid Price for Daily Monitor Rate: _____

Date: _____

PEARL RIVER SCHOOL DISTRICT

SPECIAL CONDITIONS DOCUMENT

BID NUMBER: RFB-PR-2019-07

BID TITLE: SUMMER SESSION TRANSPORTATION & MONITOR

1. FOR THE ABOVE REFERENCED BID, A BID BOND –

_____ IS REQUIRED IN THE AMOUNT OF _____ PERCENT OF TOTAL BID.

X IS NOT REQUIRED

2. FOR THE ABOVE REFERENCED BID, A PERFORMANCE BOND –

_____ IS REQUIRED IN THE AMOUNT OF _____ PERCENT OF TOTAL BID.

X IS NOT REQUIRED

3. FOR THE ABOVE REFERENCED BID, A CASH DEPOSIT IN THE AMOUNT OF 0 % OF THE TOTAL CONTRACT SUM WILL BE REQUIRED WITH FIVE (5) BUSINESS DAYS OF NOTICE OF AWARD, IN LIEU OF A PERFORMANCE BOND.

PEARL RIVER SCHOOL DISTRICT
135 WEST CROOKED HILL ROAD
PEARL RIVER, NY 10965

BID PROPOSAL CERTIFICATION

Firm Name _____

Business Address _____

Telephone Number _____ Date of Bid _____

I. General Bid Certification

The bidder certifies that he will furnish, at 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 or official thereof where competitive bidding is required by statute, rule, regulation, or local law, for work or 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 specification.

"(A) By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of joint bid each party thereto certifies as to its own organization, under penalty or 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 requested 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 completed 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.

(1) The fact that a bidder (2) has (a) published price lists, rates, or tariffs covering items being procured, (b) had informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being 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 to the bidder, and such authorization 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.

Signature(Authorized) _____

Title _____

APPENDIX A

Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965

IRAN DIVESTMENT ACT CERTIFICATION

The Iran Divestment Act of 2012 ("Act"), Chapter 1 of the 2012 Laws of New York, added State Finance Law (SFL), §165-a and General Municipal Law §103-g, effective April 12, 2012. Under the Act, the Commissioner of the New York State Office of General Services ("OGS") developed a list ("Prohibited Entities List") of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law). In accordance with SFL §165-a(3), the Prohibited Entities List may be found on the OGS website at: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>.

Pursuant to General Municipal Law §103-g, by signing below, Bidder certifies as true under the penalties of perjury that: By submission of this proposal each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint proposal each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the State Finance Law.

A proposal shall not be considered for award nor shall any award be made where the certification has not been made, provided, however, that if in any case the Bidder cannot make the certification, the Bidder shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefor. The Pearl River School District ("District") may award a contract to a Bidder who cannot make the required certification on a case-by-case basis if:

- 1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, 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 and services are necessary for the District to perform its functions and that, absent such exemption, the political subdivision 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.

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

The District reserves the right to reject any bid, proposal, contract or request for assignment for an entity that appears on the Prohibited Entities List prior to the award or execution of a contract or any renewal thereof, as applicable, 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.

_____	_____
DATE	SIGNATURE
_____	_____
BUSINESS NAME	PRINTED NAME

	TITLE

CERTIFICATE AND SIGNATURE FORM

PLEASE COMPLETE AND RETURN WITH YOUR BID:

THE BIDDER DECLARES AND CERTIFIES:

1ST: THAT NO MEMBER OF THE BOARD OF EDUCATION OF THE PEARL RIVER SCHOOL DISTRICT, COUNTY OF ROCKLAND NOR ANY OFFICER OR EMPLOYEE OR PERSON WHOSE SALARY IS PAYABLE IN WHOLE OR IN PART FROM THE TREASURY OF SAID BOARD OF EDUCATION IS DIRECTLY OR INDIRECTLY INTERESTED IN THIS BID OR IN THE MATERIALS, EQUIPMENT, OR SERVICES TO WHICH IT RELATES, OR IN ANY PORTION OF THE PROFITS THEREOF.

2ND: THAT THE SAID BIDDER HAS CAREFULLY EXAMINED THE INSTRUCTIONS TO BIDDERS, SCHEDULES AND SPECIFICATIONS PREPARED UNDER THE DIRECTION OF THE BOARD OF EDUCATION, AND WILL, IF SUCCESSFUL IN THIS BID, FURNISH AND DELIVER AT THE PRICES BID AND WITHIN THE TIME STATE, ALL THE MATERIALS, EQUIPMENT OR SERVICES FOR WHICH THIS BID IS MADE.

THE FULL NAMES AND TITLES OF ALL PERSONS INTERESTED IN THIS BID AS PRINCIPALS ARE AS FOLLOWS:

DATE: _____ PHONE NUMBER: _____

FIRM: _____ FAX NUMBER: _____

ADDRESS: _____

NAME: _____
(CONTACT PERSON FOR BID INQUIRIES)
(IF SAME AS AUTHORIZED, LEAVE BLANK)

AUTHORIZED
SIGNATURE: _____

TITLE: _____

APPENDIX B

PEARL RIVER SCHOOL DISTRICT
PEARL RIVER, NEW YORK

Receipt Confirmation Form

Please complete and return this confirmation form within 5 working days of receiving bid package to:

Purchasing Department
Director of Operations
Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965

RE: RFB-PR-2019-07 SUMMER
SESSION TRANSPORTATION & MONITOR

Telephone: 845-620-3911

Fax: 845-620-3934

Failure to return this form may result in no further communication or addenda regarding this Bid.

Company Name: _____

Address: _____

City, State, Zip: _____

Contact Person: _____

Phone Number: _____ Ext: _____ Fax: _____

I have received a copy of the above noted bid.

_____ We will be submitting a bid.

_____ We will not be submitting a bid.

If you are responding that you are not submitting a bid, please explain:

If a bidder's meeting has been arranged for this bid, please indicate if you plan to attend: Yes / No

PEARL RIVER PUBLIC SCHOOL DISTRICT

INVITATION TO SUBMIT PROPOSALS FOR SCHOOL TRANSPORTATION - BUS MONITORS

The Board of Education of the Pearl River Union Free School District will accept sealed proposals for single student transportation at the Business Office, 135 West Crooked Hill Road, Pearl River, NY 10965, until 11:00 A.M., EST., June 7, 2018.

Conditions and instructions for submitting proposals, as well as the necessary proposal forms, are available at the Business Office, 135 West Crooked Hill Road, Pearl River, NY 10965 (Telephone: 845-620-3911).

The Pearl River Union Free School District reserves the right to accept or reject any or all proposals, to waive any informalities in the proposals received and to accept the proposal deemed most advantageous to the best interest of the school district.

Pearl River Union Free School District

By: _____
Quinton C. Van Wynen, Jr.
Director of Operations

PEARL RIVER PUBLIC SCHOOL DISTRICT

INTRODUCTION

The Pearl River Union Free School District is requesting proposals for single student transportation.

It is the School District's intention to determine the lowest responsible bidder through evaluation of various criteria including, but not limited to price and overall cost of services to be rendered, strength and reputation, depth of experience, and quality of services.

The Board of Education will appoint a review committee to screen all proposals and recommend finalists to the Board of Education for final selection. All proposals and information submitted for review by the review committee are hereby declared to be part of the contractual proposal for final review by the Board of Education.

The evaluation by the review committee is intended to identify those best able to conduct school transportation - bus monitors. The results of the evaluation of the proposals submitted by the various companies by individual members of the committee or the committee as a whole shall be accepted without recourse. This will be a subjective evaluation based on the individual committee member's judgment of the proposals as related to the criteria and weighing factors.

The successful vendor will provide necessary leadership, coordination and cooperation to assure the plans and services responsive to needs of the school district and service goals are consistent with state requirements and all applicable laws.

It is understood that the Board of Education reserves the right to reject any or all proposals, or waive any informality in a proposal; and, it is expressly contemplated that no contract exists on the part of the school district until formal written notice has been given or until a contract is executed.

In this instance of request for several proposals, it is understood that the Board of Education reserves the right to award a contract for the proposal in the manner deemed to be in the best interest of the school district.

**From: Office of the Purchasing Agent
of the Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965**

Re: Summer Session Transportation & Monitor

Conditions and Instructions for submitting proposals:

1. Sealed proposals will be received up to 11:00 A.M., June 7, 2018 at 135 West Crooked Hill Road, Business Office, Pearl River, NY 10965, at which time they will be publicly opened. Late proposals will not be considered.

2. All envelopes containing proposals are to be clearly marked with the number and title of this bid. The envelope itself is to be addressed as follows:

**Pearl River School District
Attn: Business Office
135 West Crooked Hill Road
Pearl River, NY 10965**

3. Economy of Preparation:

Proposals should be prepared simply and economically, providing a straightforward concise description of your company's capabilities to satisfy the requirement of the request for proposal. Special bindings, colored displays, promotional materials, etc. may be included. Emphasis should be on completeness and clarity of content.

4. Rejecting of Proposals:

The Board of Education reserves the right to reject any and all proposals received as a result of this request, or to negotiate separately with any source in any manner necessary to serve the best interests of the school district.

The Board of Education does not intend to award a contract solely on the basis of any response made to this request or otherwise pay for the information solicited or obtained. Subsequent procurement, if any, will be in accordance with the Board of Education contractual action. Non-compliance of the conditions of the proposal may result in disqualification.

5. Incurring Costs:

The Board of Education is not liable for any cost incurred by your company prior to issuance of the agreement, contract or purchase order.

6. Authority for signing proposals:

Proposals are to be signed by authorized individual. Indicate the name of the individual.

7. Supplemental Information:

All companies submitting proposals must use the forms provided to present the information requested. Proposals submitted that do not meet this condition will be automatically eliminated from consideration. In addition to the submission of the formal proposal form, your company may submit a separate brochure containing descriptive literature about the firm's organization, staff and experience in performing services.

8. Strength and reputation of your company:

A very high priority will be placed in the selection process on companies who have the strength and reputation whereby their services are readily acceptable by New York State Governmental Offices, Federal Agencies, etc.

Proposal

The district shall have the right to reject any or all proposals, to waive any informalities, or to accept the proposals deemed best for the Pearl River Union Free School District.

The proposal will be firm and may not be withdrawn for a period of sixty (60) days after the scheduled closing time for receiving proposals.

It is to be understood that representatives of the Pearl River School District shall have the right to contact owners for which you were engaged for one or more projects to obtain information about the type and quality of services performed in order to evaluate and select a company to be utilized by our school district.

It is also understood and agreed as part of the contract cost that I (we) will complete and prepare all the necessary reports and documents.

Dated at _____ this _____ day of _____, 2018.

Respectfully submitted,

By _____

Firm

Business Address

Signature

Title

**Pearl River School District
135 West Crooked Hill Road
Pearl River, NY 10965
845-620-3911 Business Office**

Instructions to Bidder

Bids will be received for student transportation (currently one student, using a 7 passenger vehicle) including a bus monitor as indicated below. The Pearl River School District intends to make an award on a daily basis, based on separate per-day costs; (see below). The Board of Education has the right to reject any and all bids.

Daily round-trip (Monday through Friday) summer session transportation shall be provided for students (currently one student), commencing on or after July 1, 2018 and ending on or before August 30th, 2018 between an as yet to be specified location within the *Pearl River School District* and *The Lavelle School for the Blind*, 3830 Paulding Avenue, Bronx, NY 10461.

Total daily transportation time shall be reasonable. Transportation shall be in a "school vehicle," ie., a vehicle that fully meets the definition of a school vehicle under NYSED, NYSDOT, and NYSDMV regulations. All drivers must be S19-A school qualified and in compliance under NYSDMV regulations; must be listed on the successful bidder's active NYSDMV roster; and must be fully qualified and in compliance as a school bus driver under NYSED regulations.

A school bus monitor is required. That person must meet all NYSED requirements as a bus monitor.

The successful bidder will be expected to be able to provide transportation throughout the term of the contract. The Pearl River School District will, however, make every effort to give the successful bidder ample notice if the student's placement changes and/or transportation no longer is necessary.

Bidders may be required to submit a performance bond equal to 100% of the bid. The PRSD reserves the right to decide whether particular bidders

will be required to submit a performance bond based upon various criteria. These criteria include, but are not limited to; years of service; audited financial statements (must be provided by bidder); review of any N.Y.S.D.O.T. "Notices of Violation" (must be provided by bidder); review of any lapses of financial responsibility by any bidder and any company in which bidder has a financial interest (must be provided by bidder.) There shall be no additional costs incurred by the PRSD if the successful bidder is required to submit a performance bond.

Only bids from qualified vendors will be considered. Vendors must demonstrate qualification by providing:

1. Proof of at least five (5) years current continuous successful experience as a contracted provider of student transportation;
2. Documented proof of commitment to safety training for monitors and staff, including history of DMV, DOT, and NYSED compliance.
3. Financial strength of organization
4. Submittal of bid
5. References

PEARL RIVER SCHOOL DISTRICT
135 West Crooked Hill Road
Pearl River, New York 10965

BID SPECIFICATIONS

SUMMER SESSION TRANSPORTATION & MONITOR

1. This bid is for furnishing school bus service and bus monitor service as required and hereinafter further detailed. These bid specifications become a part of the contractual agreement between the successful bidder and the school district. Other contracts currently held by the district with existing vendors continue to be subject to renewal and are not negated or superceded by the terms or specifications of this bid.
2. These Transportation Bid Specifications cover transportation for service beginning July 1, 2018 to August 30, 2018 for summer session.
- 2a. Contracts may be extended in accordance with New York State Education Law Chapter 305 (14)
3. The successful bidder agrees to provide a monitor on any route designated by the school district. The school district has the right to add or delete bus monitors at its discretion.

A roster of bus drivers and monitors that are to be used under the terms of this contract shall accompany the form of proposal
4. Routes and monitor assignments are subject to change at the written direction of the school district.
5. The successful bidder shall retain an adequate number of fully qualified monitors to be held in reserve to meet emergency requirements.
6. All fuel, tires, supplies, equipment and maintenance shall be furnished by the successful bidder at his expense.
- 6a. Garaging and securing all bus vehicles is at the successful bidder's expense.
7. The official school calendar from Lavelle School for the Blind will determine the number of days, dates and hours that buses will operate. Buses will not operate on those days the school is closed because of inclement weather or legal holidays as prescribed by law.

The time frame to be considered is the summer session running anywhere from July 1, 2018 to August 30, 2018. It shall be the responsibility of the bidder to obtain all necessary school calendars.

8. The school district has the right to add or delete students to or from the capacity of the vehicle.
9. Bus stops are subject to change at the written direction of the school district.
10. The successful bidder shall retain an adequate number of operational buses to be held in reserve to meet emergency requirements.
11. The buses to be used by the bidder and the associated maintenance and inspection records are subject to examination by the school district at any time during the term of contract.
12. The duties imposed upon the carrier under this contract shall not be assigned or subcontracted without written authority from the school district and approval from the State Education Department.
13. The contractor shall consent to an audit of any and all financial records relating to this contract by the Department of Audit and Control.
14. All transportation proposals shall be subject to a test of reasonable cost. Bids considered by the school district to be unreasonable in cost are likely to be rejected and re-bid for the purpose of obtaining proposals that will be considered reasonable. If requested, the successful bidder shall furnish the school district any and all information in order to make a determination of reasonable costs.
15. The successful bidder shall provide a competent supervisor to be on duty at the base of operations from a reasonable time prior to the departure of the first bus of the day, until the last bus has completed the last run and has returned to the base of operations. The successful bidder agrees to replace any local supervisor controlling personnel and/or buses under this contract if and when such supervisor has been found to be performing in an unsatisfactory manner as may be determined by the school district.
16. The successful bidder agrees to cooperate with the school district in insuring compliance with the laws and regulations of New York State and its subdivisions, and with policies and procedures of the school district.
17. The successful bidder shall provide adequate training of personnel to insure dependable and high quality service. A timely operation with adherence to route stops, and schedules shall be mandatory. Unofficial changes in routes and stops, failure to start the route at the precise time as scheduled, or failure to operate within a reasonably consistent schedule shall result in deductions from payment and/or subject contract to cancellation at the option of the school district. Drivers shall be thoroughly indoctrinated in all facets of their duties and responsibilities prior to operating buses for this district. The successful bidder shall indoctrinate each driver in maintaining good relations at all times

with school staffs, parents, citizens, and pupils in the performance of his/her duty. Failure of a driver to get along with others, or conduct on the part of a driver which reflects adversely on the school district, or action on the part of a driver which hinders good community relations for the school district will be sufficient grounds for ordering his/her removal.

18. The successful bidder shall insure that each driver is furnished an adequate supply of school district misconduct forms and that these reports shall be completed and distributed as directed immediately following occurrence of incidents of any type.
19. The Transportation Office of the school district shall be notified at once in the event of flat tires, breakdown, late buses, substitution of buses, substitution of drivers and similar conditions that affect service. The district will not be held responsible for any additional time or equipment needed. The contractor will be solely responsible for its correction and remediation.
20. The district will not be responsible for additional expenses caused by weather and/or traffic conditions, including accidents.
21. The successful bidder agrees to take positive action to correct deficiencies that are brought to their attention by the school district.
22. The successful bidder shall comply fully and at once with procedures for reporting accidents and incidents to all agencies concerned. The school district shall be notified at once by telephone and shall be furnished a copy of the accident report within six (6) hours after accident unless an extension in time is authorized by the school district. Notification shall be made to transportation coordinator or Director of Operations or Superintendent. Failure to do so may result in a penalty.
23. **NO SMOKING**. The successful bidder shall impose stringent measures to enforce **NO SMOKING** on school property and school buses by his personnel at all times during the term of this contract. Further, in cases of violation of the **NO SMOKING** requirement by pupils, the drivers shall submit misconduct reports at the end of the trips, indicating pupils by names if known, together with full details. These reports are to be in addition to any other directed action which may be specified from time to time.
24. The successful bidder shall insure that buses are adequately serviced and inspected prior to operation. No bus will be sent out on the road with defective equipment. Running out of fuel or road failures caused by negligence on the part of the driver and/or support personnel, will be considered serious contract violations.
25. The school district requires each bidder to provide a current financial statement signed by a certified public accountant.

26. The award of contracts will be made as soon as practicable after the opening of the bids subject to the following provisions: The Board of Education reserves the right to waive any informalities if at its discretion the interests of the school district will be better served. No bid shall be withdrawn during a period of forty-five (45) days following the opening of the bids. The Board of Education reserves the right to make awards for part of the bid, all of the bid, or combinations of the bid, to one or more bidders as well as to reject any or all bids.
27. Failure to adhere to and comply with any of the conditions and specifications of this bid and the contract shall subject the contract to cancellation forthwith upon written notice of the Board of Education. In the event of cancellation of the contract and the necessity to bid or otherwise negotiate a new contract for transportation service with another transportation contractor, the original contractor shall be responsible for indemnifying the school district for costs incurred in obtaining a new contract including service for the duration of the term of the original contract notwithstanding whether or not the school district may or may not require a performance guaranty.
28. The successful bidder is subject to penalties for buses which do not meet school district schedules. The penalties will be equal to the contractual amount or daily rate for the scheduled vehicle. Any penalty assessed will be adjusted monthly.
29. A complete list of buses and other vehicles that are to be used under the terms of this contract shall accompany the Form of Proposal. Such list shall indicate year of manufacture, make of vehicle, and the capacity of seated children for each vehicle.

The transportation official of the school district, or his designated representative, may, from time to time, inspect any or all vehicles used by the contractor in the performance of this contract.

30. The General Instructions for bidders are to be considered a part of these specifications.
31. Bidders are requested to exercise great care in completing the bid form of proposal for the service offered. A plea of mistake will not be accepted.
32. In the event of vandalism to the successful bidder's equipment to be used under the terms of this contract, it shall be the successful bidder's sole responsibility to provide substitute vans or buses which meet the performance standards, terms, and conditions for vehicles described in these bid specifications.
33. **INSURANCE.** The contractor shall secure and maintain, during the life of this contract, insurance coverage with insurance companies authorized to do business in New York State which is satisfactory to said Board of Education of such types and in such amounts as are necessary to cover his responsibility and liability on a project of the character contemplated under this contract, and if applicable, said contractor shall impose like requirements from any of his

subcontractors. The contractor's insurance under this section, as a minimum, shall include the following:

- a. Insurance as will protect him from claims under Workmen's Compensation Acts and other employee benefit acts in the minimum amount required by statute as provided by the State of New York~
- b. Automobile liability and property damage
Five million dollars C S L or
Five million/five million bodily injury and
Five million dollars property damage per accident.
The Pearl River School District is to be named additional insured on the policy.
- c. Proof of ability to obtain required insurance coverage must be submitted with this bid.

Upon award of bid, the insurance certificate must be submitted.

The Board of Education, Pearl River School District, Town of Orangetown, County of Rockland, State of New York shall be included as an additional insured under the contract of insurance. The contractor shall pay all premiums and receive any and all return premiums that may be produced as a result of compliance with this action. Such insurance coverage and the carriers shall be subject to the approval of the school district and the Commissioner of Education. The successful bidder shall submit to the school district, prior to award of contract, a Certificate of Insurance for the necessary vehicles. The successful bidder shall not change a vehicle without the approval of the school district. This contract is subject to cancellation by the District if the required insurance is not maintained.

34. SAFETY EQUIPMENT

The contractor will provide and maintain Two Way Radios or similar communications equipment in all vehicles in the service of this District.

35. PRECAUTIONS FOR SAFETY:

- a. Bus drivers are expected to remain with the bus at all times whether at the school or in route.

During transportation, bus monitors are expected to remain with the students at all times whether at the school or in route.

- b. It shall be the duty of each driver to operate his/her bus at a reasonable rate of speed at all times in conformity with the traffic regulations governing the use of buses and motor vehicles.
- c. The driver will use all care to guard the children, prevent undue

crowding and maintain order in the bus at all times. Any child refusing to obey the driver shall be reported to the principal of the school, which he attends. Under no circumstances are drivers permitted to use physical force in maintaining discipline.

- d. Copy of instructions regarding transportation must be studied and kept in mind, and its suggestions followed faithfully by all drivers.
- e. School bus safety drills will be held as mandated by law and required by the school district.
- f. Each vehicle will be available for and cooperate in the Civil Defense drills and all other situations arising during the year that necessitate the bus to run its route earlier or later than scheduled.
- g. Education Law provides that only the school district can deny students the privileges of riding on the buses. Bus drivers must discharge students at their normal bus stops.
- h. The contractor shall require all drivers to attend all mandated training courses as stipulated by New York State Law including, but not limited to, basic school bus driver training (and refresher courses) as are provided by the school district or its representative (BOCES).
- j. **DRIVERS WILL INSTRUCT AND DIRECT STUDENTS ON CROSSING PROCEDURES.**

36. CHILDREN TO BE TRANSPORTED

Children to be transported under this contract shall be designated from time to time by the Transportation Coordinator of the Pearl River School District.

37. ADDITIONAL REQUIREMENTS

- A. Bus monitors must be trained in the use of "epipens."
- B. Bus monitors must carry a working cell phone at all time for emergency use and other work-related communication.
- C. Bus monitors shall assist in the transportation of students, including, but not limited to, students with special needs. Students below the age of 4 years 9 months are not expected to be included in the pool of students to be transported.