

North Colonie Central School District  
91 Fiddlers Lane  
Latham, New York 12110-5349

NOTICE TO BIDDERS

The North Colonie Central School District, Town of Colonie, Latham, New York 12110, invites the submission of sealed bids on:

**Transportation Services**

Bids will be received until **1:00 p.m.** on the **2<sup>nd</sup>** day of **December 2024**, at the Administration Building in Latham, New York, at which time and place all bids will be publicly opened. Specifications and bid forms may be obtained at the same office or on the district website, <https://www.northcolonie.org/district-services/purchasing-department-bids/>.

Board of Education  
North Colonie Central School District  
Town of Colonie  
County of Albany  
Latham, New York 12110

By: Pam Held  
Purchasing Agent

**North Colonie Central School District  
91 Fiddlers Lane  
Latham, New York 12110-5349**

To: Board of Education  
North Colonie Central School District  
91 Fiddlers Lane  
Latham, New York 12110-5349

Commodity: **Transportation Services**

Date of Bid Opening: **December 2, 2024**

Time of Bid Opening: **1:00 p.m.**

Pursuant to your advertisement for proposals, dated **November 20, 2024** and with full knowledge and acceptance of all the provisions and terms set forth on this proposal and the specification issued therewith, the undersigned hereby offers to furnish the services herein below enumerated for the sum or sums indicated in the appropriate places provided on this proposal.

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

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

\_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

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

Printed Copy of Signature: \_\_\_\_\_

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

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

BID PROPOSAL CERTIFICATIONS

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. Iran Divestment Act

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 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.

III. 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 certification.

(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.

“(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:

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

(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. 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 bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

(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.”

Signature (Authorized).....

Title.....

## GENERAL INSTRUCTIONS FOR BIDDERS

NORTH COLONIE CENTRAL SCHOOL DISTRICT  
91 FIDDLERS LANE  
LATHAM, NEW YORK 12110-5349

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 contract awarded by the school district.

### DEFINITIONS

"School district"	Shall be the legal designation of the district.
"Notice to bidders"	A formal statement which, when issued by the school district, constitutes an invitation to bid on the materials, supplies and equipment described by the specifications.
"Board"	The board of education of the school district.
"Bid"	An offer to furnish materials, supplies, and/or equipment in accordance with the invitation to bid, the general conditions, special instructions, and the specifications.
"Bid offer"	The form on which the bidder submits the bid.
"Bidder"	Any individual, company, or corporation submitting a bid.
"Contract"	A notice to the successful bidder by the issuance of a purchase order; also, all documents relating to the transaction including, but not limited to, the bid offer of the successful bidder, notice to bidders, general information, general conditions, special instructions, specifications, notice of award, bid proposal certifications; also, a formal document signed by the successful bidder and the school district representative.
"Successful bidder"	Any bidder to whom an award is made by the school district.
"Contractor"	Any bidder to whom a contract award is made by the board of education.
"Specification"	Description of materials, supplies and/or equipment and the number/amount requested and the conditions for its purchase.

### BIDS

- The date, time, and place of bid opening will be given in the Notice to Bidders.
- All bids must be submitted on bid offer forms and in accordance with instructions provided by the board.
- All bids received after the time stated in the Notice to Bidders may not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling 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.
- All information that is required by Notice to Bidders, General Conditions, Specifications, and Bid Offer, in connection with each item against which a bid is submitted, must be given to constitute a regular bid.
- The non-collusive bidding certification must be included with each bid as required by General Municipal Law, Section 103-d.
- The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the service, supplies, materials, or equipment required and a representation that the bidder can furnish the service, supplies, materials, or equipment satisfactorily in complete compliance with the specifications.
- 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.
- Prices and information required should be typewritten for legibility. Illegible or vague bids may be rejected. All signatures must be written. Facsimile, printed, or typewritten signatures are not acceptable.
- Sales to school districts are not affected by any fair trade agreements. (General Business Law, Sec. 369-a, sub. 3).
- 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.
- In all specifications, the words "or equal" are understood after each article giving manufacturer's name or catalog reference, or on any patented article. If bidding on items other than those specified, bidder must in every instance give the trade designation of the article, manufacturer's name, and detailed specifications of item he proposes to furnish. Otherwise, bid will be construed as submitted on the identical item as specified.
- Bids on equipment must be on standard new equipment, of latest model and in current production, unless otherwise specified.
- All regularly manufactured stock electrical items must bear the label of the Underwriters' Laboratories, Inc.
- 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.
- All prices quoted must be "per unit" as specified; e.g., do not quote "per case" when "per dozen" is requested; otherwise, bid may be rejected.
- 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.

## AWARD

17. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the instructions to bidders. 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.
  18. All bids must be sealed. They must be submitted in envelopes furnished by the school district, if any. Otherwise, plain, opaque envelopes may be used, clearly marked "BID." Also the date and time of the bid opening as indicated on the Notice to Bidders must appear on the 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.
  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, 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 school district. The successful bidder shall execute the performance bond at the time of the execution of the contract by the successful bidder and the board.
25. Awards will be made to the lowest responsible bidder, taking into consideration the reliability of the bidder, the quality of the materials, 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 contracts 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 sixty (60) 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 a total sum or sums, the right is reserved to award contracts on total sum or sums, whichever is in the best interests of the school district.
  29. If two or more bidders submit identical bids as to price, the decision of the board to award a contract to one of such identified bidders shall be final. (General Municipal Law, Sec. 103, sub. 1.)

## CONTRACT

- 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 is 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 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. The bidder at his expense shall remove samples. 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.
30. Each bid will be received with the understanding that the acceptance thereof in writing by the board, 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 and to pay for at the contract prices, all items ordered and delivered, within ten (10) percent over or under the award quantity, 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 as ordered, or 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 item rejections or not delivered 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.
  33. A contract may be canceled at the successful bidder's expense upon nonperformance of contract.
  34. 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.
  35. When materials, equipment, or supplies are rejected, the successful bidder from the premises of the school district must remove them within ten (10) days of notification. Rejected items left longer than ten (10) days will be regarded as abandoned, and the school district shall have the right to dispose of them as its own property.
  36. No items are to be shipped or delivered until receipt of an official purchase order from the school district.

## DELIVERY

37. 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

38. 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.

39. Equipment, supplies, 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.

40. 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.

41. 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.

42. 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.

### GUARANTEES BY THE SUCCESSFUL BIDDER

43. The successful bidder guarantees:

- (a) His products against defective material or workmanship and to 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 he or his workmen are responsible, to the building or equipment, to his 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 delivered is standard, new, latest model of regular stock product or as required by the specifications; 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. The successful bidder shall make any such replacement immediately upon receiving notice from the school district.

44. Delivery must be made in accordance with the instructions to bidders and specifications. If delivery instructions do not appear on order, it will be interpreted to mean prompt delivery. The decision of the school district as to reasonable compliance with delivery term shall be final.

45. The school district will not accept any deliveries on Saturday, Sundays, or legal holidays, except commodities required for daily consumption or where the delivery is for an emergency.

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

47. The successful bidder shall be responsible for the delivery of items in good condition. 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.

48. 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.

49. 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.

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

Contract Number and/or Purchase Order Number

Name of Article

Item Number (if applicable)

Quantity

Name of the Successful Bidder

Carton shall be labeled with purchase order or contract 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

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

52. Payment will be made only after correct presentation of claim form or invoices as may be required.

53. 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 the contract specifications.

## SAVING CLAUSE

54. 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, strikes, fire, 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.

NOTE: A noncollusive bidding certification must be submitted with each bid.

**NORTH COLONIE CENTRAL SCHOOL DISTRICT**

**REQUEST FOR BIDS**

**FOR**

**Transportation Services:**

**Athletic Activities and Educational Field Trips**

## **General**

The North Colonie Central School District (“District”) is seeking competitive bids for transportation services for athletic activities and educational field trips.

**Bids will be accepted in sealed envelopes plainly marked “Transportation Services Bid”, until 1:00 p.m. on Monday, December 2, 2024** at North Colonie Central School District, 91 Fiddlers Lane, Latham, New York 12110-5349.

The District reserves the right to reject any or all bids, in whole or in part, to waive any and all informalities, and to disregard all non-conforming, non-responsive, or conditional bids.

## **Purpose of the Bid**

This bid is for the purpose of selecting a transportation services vendor for one way and round trip athletic activities & educational field trips on an as needed basis.

## **Overview of District**

Enrollment: Approximately 6,500 students K – 12

BOCES: Capital Region

Schools: 1 High School, 1 Middle School, 6 Elementary Schools

Board of Education: 9 Member Board of Education, which meets once a month.

Budget: The 2024 – 2025 Budget: \$149,986,870

## **Nature of Services Requested**

To provide school bus transportation services for one way and round trip athletic activities and educational field trips for the North Colonie Central School District as requested, to the specified locations herein. Bus capacity need will be determined by the trip. Some trips are as small as 22 students, others trip will require multiples buses, in the past, the maximum we have required per trip is 3 buses

All prices should include the costs associated with tolls, fuel, parking fees, driver expenses. Destinations not specifically listed shall be charged for based upon mileages quoted herein. Other trips not specified may include but are not limited scrimmages, non- league contests, and post season contents.



**One Way Destination:**

**Suburban Council Activities:**

Albany SD  
Averill Park CSD  
Ballston Spa CSD  
Bethlehem CSD  
Burnt Hills-Ballston Lake CSD  
Christian Brothers Academy  
East Greenbush CSD  
Guilderland CSD  
Niskayuna CSD  
Saratoga Springs CSD  
Schenectady SD  
Shenendehowa CSD  
South Colonie CSD

**Round Trip Destinations:**

Ithaca, NY  
Nanuet High School, Nanuet, NY  
Ocean Breeze, Staten Island, NY  
The Armory, Manhattan, NY  
Cicero-North Syracuse,  
Brooklyn, NY  
Minisink Valley HS  
Bishop Laughlin, Brooklyn, NY  
Utica-Proctor  
Middletown, NY  
Yale, New Haven, CT  
Skeanateles, NY  
Rome Free Academy, NY  
Ichan Stadium, Queens, NY \*\*

**Round Trip Overnight Destinations:**

Wappingers Falls, NY  
Poughkeepsie-Arlington HS  
Niagara Wheatfield, Buffalo, NY  
VanCortland Park, Bronx, NY

\*\* Potential Overnight Trip

McQuad Jesuit HS, Rochester, NY  
Visions Veterans, Binghamton, NY  
Plainview, Long Island, NY  
Sayville, Long Island, NY

**Educational Field Trips:**

Howe Caverns  
West Mountain  
Jiminy Peak  
Boston  
Clark Institute Rockwell  
Fayetteville-Manilus HS  
Fort Washington  
Ithaca College  
JFK Airport  
Long Island City  
MassMoCA

Nanuet HS  
New England Aquarium  
Newark Airport  
New York City  
NYC MoMA  
NYC-NJ  
Quebec  
Rockland Community College  
Six Flags New England  
Syracuse University

**North Colonie Central School District shall not be charged for cancelled trips.**

The District can increase or decrease the level of service based on a per-bus price.

**Vandalism:** The District recognizes that vandalism to buses does at time occur on trips. In the event of vandalism that can be attributed to District students, the following process will be followed:

- The vandalism must be identified before the bus leaves the campus after dropping off students.
- The charter bus drivers will inform the chaperone in charge of the trip of the vandalism.
- The chaperone in charge will work with the charter company directly to settle the claim.
- Reimbursement for claims identified after the bus leaves the District premises will not be considered.

## **Terms of Engagement**

The successful bidder shall be awarded a one-year contract with three one-year renewals at prices no greater than the consumer price index increase for the New York – Northeastern New Jersey area (Region II) for the twelve month period ending October 2025 (for the first year extension), October 2026 (for the second year extension), and October 2027 (for the third year extension) if mutually agreeable by the bidder and the School District at the end of each one-year period. The District will have the right to terminate any contract at any time without penalty at its convenience.

## **Submittal Format**

Bidders are encouraged to submit sufficient information that is pertinent and would assist the District in making its decision in the award of services. Bidder shall provide with the Bid submittal, all documents required by this Bid. Failure to provide this information may result in rejection of the Bid. In order to aid the evaluation process, the Bidder's submittal shall be marked with the proper designation below and submitted in the following format:

1. Cover Letter: (Limit 1 Page) Cover letter to identify bidder, the bidder's business organization, and the personnel the District should contact concerning the proposal including names, addresses and telephone numbers.
2. Executive Summary: (Limit 2 Pages) Executive summary of important features of the Proposal, including a statement of minimum qualifications that should be highlighted for the review by the District.

## **Proposed Services:**

### **a. Specific Management Approach:**

Bidder to provide detail regarding your understanding of the scope of services required and the approach you would use to achieve the District's objective.

### **b. Services Offered:**

Bidder is requested to provide a listing of services that can be provided by your firm in addition to those specifically requested by this bid, that may be useful to the District on this or subsequent projects.

**c. Also Known As:**

Bidder shall furnish the District with the name of each transportation company of which the bidder is currently or has been an owner or manager and previous experiences, if any.

**d. Safety Programs:**

Bidder shall provide the District with a description of any safety programs currently utilized or to be implemented by the Bidder in conjunction with this bid.

**e. Accident History:**

Bidder shall furnish the District with a record of accidents involving motor vehicles under the control of the bidder in the past thirty-six (36) months. The “Annual Statistical Report” filed with the “Annual Affidavit of Compliance” submitted to the Department of Motor Vehicles will suffice for this requirement.

**f. Driving Records:**

Bidder shall furnish the District with the driving history of all the bus drivers of the bidder. The latest Department of Motor Vehicle “Affidavit of Compliance” along with the recent “Abstract of Driving Record” for each driver will suffice for this requirement.

**g. Vehicle Inspection Records:**

Bidder shall furnish the District with the New York State Department of Transportation inspection records for all vehicles under the control of the Bidder. Records shall include all leased or owned vehicles.

**h. Maintenance Schedule:**

Bidder shall furnish the District with the maintenance schedule for each of the motor vehicles under the control of the bidder. Schedule shall include all leased or owned vehicles.

**i. Communications:**

Bidder shall indicate the method of communication that will be provided and who will be skilled in the operation of such equipment during trips.

**j. Accidents:**

Bidder shall provide the procedures that would be followed in the event of an accident involving students. All accidents involving District students are to be reported to the Director of Transportation immediately.

**k. Employee Background Checks/Physicals:**

Bidder shall provide the procedures used in researching and qualifying prospective employees. Those include methods used to provide information on behavior problems that demonstrate the use of alcohol, drugs or substance abuse, prior felony convictions, mental and physical health problems and communicable diseases that

may adversely affect students. Also state the length of time that procedures have been in use for the qualification of prospective employees.

**1. Employee Behavioral Monitoring:**

Bidder shall provide the procedures used in monitoring employees. Methods used to provide information on behavior problems that demonstrate the use of alcohol, drugs or substance abuse, felony convictions, mental and physical health problems and communicable diseases that may adversely affect students. Also state the length of time that procedures have in use for the monitoring of employees.

**Criteria for Selection**

The selection process will include, but not be limited to evaluation in the following areas:

- Rate amount and structure, driver qualifications, vehicle inventory and inspection results and the review of references.

**Proposal Information**

Each bid will clearly state the rates to be charged to the District.

Responses to this bid should include an affirmation that there are not conflicts of interest between the service provider and the District. The Hold Harmless Agreement must be signed & notarized with submission of the proposal.

Proposals should include a complete list of qualified drivers to be assigned to the District. It is fully expected that the personnel indicated will be those assigned to the District. **The District may require the replacement of any driver it deems unsatisfactory for any reason.** A complete list of vehicle inventory and inspection records should also be provided.

Each proposal submitted must include a list of current school district clients. The information should include contact name, title, address, and telephone number. If the transportation provider services fewer than three school districts, the applicant should include additional references and contact information relating to other similar clients.

**Insurance**

All bidders must comply with the following Insurance Requirements:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor hereby agrees to effectuate the naming of the District as an additional insured on the contractor's insurance policies, with the exception of workers' compensation and NY State disability.

2. The policy naming the District as an additional insured shall:
  - Be an insurance policy from an A.M. Best rated "secure" or better insurer, licensed to conduct business in New York State.
  - State that the organization's coverage shall be primary and non-contributory coverage for the District, its Board, employees and volunteers.
  - State that the commercial general liability policy affirmatively provides coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse / harassment, or similar sexual misconduct.
  - The District shall be listed as an additional insured by using endorsement CG 2010 11 85 or equivalent. Examples of equivalent ISO additional insured endorsements include using CG 20 33 10 01 or CG 20 26. The certificate must state which endorsement is being used, and a copy of the endorsement must be attached to the certificate of insurance.
  
3. The contractor agrees to indemnify the District for any applicable deductibles and self-insured retentions.
  
4. The insurance producer must indicate whether or not they are an agent for the companies providing the coverage.
  
5. Required Insurance:
  - **Commercial General Liability Insurance**  
 \$5,000,000 per Occurrence/\$5,000,000 Aggregate  
 \$2,000,000 Products and Completed Operations  
 \$1,000,000 Personal and Advertising Injury  
 \$1,000,000 Sexual Misconduct and Assault  
 \$100,000 Fire Damage  
 \$10,000 Medical Expense

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

- **Automobile Liability**  
 \$5,000,000 combined single limit for owned, hired, borrowed and non-owned motor vehicles.
  
- **Workers' Compensation and NYS Disability Insurance**  
 Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the state. The form can be completed and submitted directly to the WC Board online.

6. Contractor acknowledges that failure to obtain such insurance on behalf of the District constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the District. The contractor is to provide the District with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or services. The failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.
7. Said policy or policies should be primary to any policies of insurance available to the District and must contain thirty (30) days prior notice to the District's Board of Education of cancellation or content change.
8. The limits outlined above are strictly minimum amounts. The District encourages the use of higher limits and assumes no liability in the event that claims are presented against the contractor for amounts in excess of these minimum limits.
9. The contractor shall deposit with the District satisfactory evidence of insurance (including renewals) showing minimum coverage as required above with proof of premiums paid up to date.
10. The contractor shall hold harmless, defend any indemnity the District from all claims for damages to property and bodily injury, including death, which may arise from operations under the contract(s), including but not limited to claims brought against the District by third parties, employees of the District, or employees of the contractor. The producer of the Certificate of Insurance must indicate if they are an agent for the insuring companies in written documentation to accompany the Certificate of Insurance.
11. In fulfilling the obligations of the contract(s), care must be exercised by the contractor to avoid damage to or disfigurement of the buildings, equipment, driveways, or other property of the District. The contractor shall be required to make the necessary repairs at its expense, as soon as possible after the damage occurs, for any property damaged by the contractor or its employees.

## **Evaluation Process**

The District reserves the right to accept or reject any or all bids or any parts of bids.

The original copy of all bids received will be kept on file in the District's Business office during the duration of the engagement.

Select members of the Administration will evaluate the proposals. During the evaluation process, the District reserves the right, where it may serve the District's best interest, to request additional information or clarifications from those submitting proposals. It is anticipated that the selection of a service provider will be completed by December 16, 2024.

Following the notification of the selected service provider, a contract will be executed between both parties as soon as possible thereafter.

### **Requirements for Proposals**

**Bids must be received by the District's Purchasing Agent, no later than 1 p.m., Monday, December 2, 2024. Bids received after this deadline will be returned unopened to the service provider.**

Each firm shall submit one original and one copy to the following address:

North Colonie Central School District  
Attn: Purchasing  
91 Fiddlers Lane  
Latham, NY 12110

**Bids are to be submitted in a sealed envelope clearly labeled "Transportation Services Bid".**

All proposals and accompanying documentation become the property of the District.

### **Inquires**

All inquiries concerning this RFP should be directed to:

Amanda Cutter, Assistant Director of Transportation, ext. 3747, [amanda.cutter@nccsk12.org](mailto:amanda.cutter@nccsk12.org)  
Claudine Beck, Assistant Director of Transportation, ext. 3743, [claudine.beck@nccsk12.org](mailto:claudine.beck@nccsk12.org)  
Paul Bangaroo, Fleet Maintenance Supervisor, ext. 3745, [paul.bangaroo@nccsk12.org](mailto:paul.bangaroo@nccsk12.org)

Phone: (518) 785-8591

**NOTE:** All charter buses providing work for any department of this district must undergo a quick inspection by our mechanics **at our bus garage before proceeding to their pick up location.** While these companies are aware of this, your staff should remind them, and include this time when booking your trips. This includes buses traveling empty for a return trip: For example, a bus traveling empty to NY to pick up a group at an airport, to return back here.

**APPENDIX 'A'**

**Vehicle List**

Pursuant to specifications 9.B.3., I hereby certify that the following list is representative of those vehicles that will be utilized in the performance of this contract. In addition, you must provide the district with the past two NYS Bus Safety Information Network (BusNet) reports from the Department of Motor Vehicles.

Proposer's Name: \_\_\_\_\_

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

<b>Make/Model</b>	<b>Year of Mfr.</b>	<b>Seating Capacity</b>	<b>Fuel Type</b>

**This form must be signed & notarized with submission of proposal**



## Hold Harmless Agreement

It is hereby agreed and understood that the proposer agrees to defend, hold harmless and indemnify the North Colonie Central School District and its Board of Education, and any officer, agent or employee of the district, from any lawsuit, action, proceeding, liability, judgement, claim or demand which may arise out of:

- A. Any injury to person or property sustained by the proposer, its agents or employees or any person, firm, or corporation employed directly or indirectly by it upon or in connection with their performance under the contract however caused.
- B. Any injury to person or property sustained by any person, firm, or corporation, caused by an act, default, error, or omission of the contractor, its agents or employees or any person, firm or corporation directly or indirectly employed by them upon or in connection with performance under the contract.

The assumption or indemnity, liability and loss hereunder shall survive contractor's completion of services or other performance hereunder and any termination of this contract.

The contractor at its own expense and risk shall defend any such legal proceedings that may be brought against the North Colonie School District, its Board of Education, or any officer, agent or employee of the District on any claim or demand relating to the service provided to the District by the contractor, and shall satisfy any judgement that may be rendered against the North Colonie Central School District, its Board of Education, or any office, agent or employee of the North Colonie Central School District.

This indemnification, defense and hold harmless agreement shall apply to any lawsuit, action, proceeding, liability, judgement, claim or demand, or whatever name or nature, notwithstanding that contractor may deem the same to be frivolous or without merit. It is intended that this

agreement be interpreted in the broadest manner possible so as to insulate all of the entities, parties and individuals named above from any liability, cost or judgement, monetary or otherwise, as the same may relate to the personnel and services provided by the contractor.

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

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

Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2012

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(Notary Public)

NORTH COLONIE CENTRAL SCHOOL DISTRICT  
PRICE SHEET – TRANSPORTATION SERVICES BID

**Trip Mileage:** Indicate Bus Capacity and Price Per-Bus

<b>One Way</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>
25 miles and under				
25 – 50 miles				
51 – 75 miles				
76 – 100 miles				

**Trip Mileage:** Indicate Bus Capacity and Price Per-Bus

<b>Round Trip</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>
25 miles and under				
25 – 50 miles				
51 – 75 miles				
76 – 100 miles				
100 – 150 miles				
150 – 200 miles				

**Trip Mileage:** Indicate Bus Capacity and Price Per-Bus

<b>Overnight Round Trip</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>	<b>Passenger</b>
76 – 100 miles				
100 – 150 miles				
150 – 200 miles				
200 – 250 miles				
250 – 300 miles				

**Vendor Name :** \_\_\_\_\_

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

**Printed Name :** \_\_\_\_\_ **Phone :** \_\_\_\_\_

**Email Address :** \_\_\_\_\_