

**Poughkeepsie City School District
18 South Perry Street
Poughkeepsie, NY 12601**

RFP-19-0014

STUDENT TRANSPORTATION FOR THREE (3) YEARS

Year 1 – July 1, 2019 thru June 30, 2020

Year 2 – July 1, 2020 thru June 30, 2021

Year 3 – July 1, 2021 thru June 30, 2022

PROPOSAL DUE DATE: June 6, 2019 @ 2:00pm

NOTICE OF REQUEST FOR PROPOSALS

The POUGHKEEPSIE CITY SCHOOL DISTRICT (“DISTRICT”), Poughkeepsie, New York is seeking sealed Proposals from qualified firms to provide the above referenced service(s) to the District. The District seeks to purchase excellent affordable quality service(s).

A formal Request for Proposals (“RFP”) will be available May 17, 2019 on the District’s website at www.poughkeepsieschools.org under Departments/Finance and Operations/Requests for Proposals or at the Poughkeepsie City School District, 18 South Perry Street, Poughkeepsie, New York 12601. No Proposal shall be considered unless the organization making the Proposal has first obtained a copy of the RFP. Specific requirements are provided in the RFP.

The Proposer’s qualifications, cost, and compliance with the requirements of the District will be used during the evaluation of the Proposer selection.

The response to this Request for Proposal must be received no later than 2:00 P.M., June 6, 2019 by the District Clerk of Poughkeepsie City School District.

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

POUGHKEEPSIE CITY SCHOOL DISTRICT
18 South Perry Street
Poughkeepsie, NY 12601

RFP-19-0014

Contract Period: July 1, 2019 through June 30, 2022

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

Company Name: _____

Name of Contact: _____

Address: _____

Telephone: _____

Fax Number: _____

Email: _____

Signature: _____

DO NOT SEPARATE THESE SHEETS.

BIDDERS ARE REQUIRED TO RETURN ONE FULL COMPLETED SET WHEN SUBMITTING THEIR BID.

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

TO BE PURCHASED BY: Poughkeepsie City School District

INSTRUCTIONS TO BIDDERS

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

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

There will be one award for this RFP for Poughkeepsie CSD.

GENERAL INFORMATION

1. Sealed Bid documents for the services of transporting students as required by Poughkeepsie CSD, as set forth in the Bid documents must be received no later than the **RFP due date of June 6, 2019 at 2:00PM** at the Poughkeepsie CSD Administrative Offices, 18 South Perry Street, Poughkeepsie, New York 12601. In the event that the Poughkeepsie CSD Administrative Office is closed the day of the Bid opening, the bid(s) will be opened at **2:00PM, the next day** that the Poughkeepsie CSD Administrative Office is open.
2. All Bids must be mailed or hand delivered in a sealed envelope addressed to District Clerk, Poughkeepsie City School District, 18 South Perry Street, Poughkeepsie, New York, 12603 on or before the hour and day stated above, and the envelope shall be clearly marked on its face with (i) the name of person, firm, or corporation submitting a bid, (ii) the Bid number and name, and (iii) the date of bid opening. This includes marking the outside of any express mail envelope that may be used.
3. Facsimile, telephone, or verbal bids or any modifications of Bid Documents will not be accepted or considered.
4. Bids received after the time stated in the Notice to Bidders will not be considered and will be returned to the Bidder unopened. The Bidder assumes all responsibility for having the Bid deposited on time at the place specified.
5. Each Bidder is requested to carefully read the Bid Documents as each Bidder will be held to strict compliance with such documents. Failure to fulfill any requirements of the Bid Documents may result in being considered non-responsive.
6. No modifications or additions are to be made to the printed Bid Documents. In the event the Bidder deems that modifications are necessary, such modifications must be set forth in writing to Poughkeepsie CSD in a separate document and submitted with the Bid Documents to be considered. However, any modifications or additions submitted may result in the Bid being considered non-responsive.
7. All information required in the Bid Documents must be provided by the Bidder to constitute an acceptable Bid.
8. Poughkeepsie CSD will interpret the submission of a Bid to mean that the Bidder is fully informed as to the extent and character of the services, supplies, materials, or equipment required and that the Bidder can furnish same in complete compliance with the specifications.
9. No charge will be allowed for federal, state, or municipal sales and excise taxes, from which the political subdivisions are exempt, or for any portion of a gross receipts tax, MTA surcharge or other tax or surcharge which was imposed upon the vendor.
10. Each bidder must state that their proposal, bid, and/or quotation is made without any connection with any other person or firm making any proposal, bid and/or quotation for the services listed. Each bidder must also state that no officer or member of Poughkeepsie CSD is directly or indirectly interested therein or in the services to which it relates, or to any portion of the profits thereof.
11. Poughkeepsie CSD reserves the right to accept this bid by item or as a whole or, in its discretion, reject all bids and re-advertise in the manner provided by Section 103 of the General Municipal Law. Also reserved is the right to reject, for cause any bid in whole or in part; to waive technical defects, qualifications, irregularities, and omissions if, in its judgment, the best interests of Poughkeepsie CSD will be served. Also reserved is the right to

reject bids and to purchase items on County or New York State Contract, if such items can be obtained on the same terms, conditions, specifications, and at a lower price.

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

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

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

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

16. Each vendor shall receive a notice of items recommended to be awarded to their firm. The successful vendor shall only provide services upon the receipt of a properly executed purchase order from Poughkeepsie CSD.

17. If the successful bidder fails to deliver within the time specified in the bid specifications or on the purchase order or within reasonable time as interpreted by Poughkeepsie CSD (normally 30 days from receipt of purchase order) or fails to make replacement of rejected articles when so requested immediately or as directed by Poughkeepsie CSD, Poughkeepsie CSD may purchase from other sources to take the place of the services rejected or not delivered. Poughkeepsie CSD 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 Poughkeepsie CSD promptly for excess costs occasioned by such purchases. Should the cost be less, the successful bidder shall have no claim to the difference.

18. It is mutually understood and agreed that the successful bidder shall not assign, transfer, convey, sublet or otherwise dispose of the contract or his right, title, or interest therein, or his power to execute such contract, to any person, company or corporation, even if the assignment is a direct parent, subsidiary or related company, without the previous written consent of Poughkeepsie CSD.

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

PAYMENT

20. No payment will be made without issuance of a purchase order by Poughkeepsie CSD.

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

22. Payments of any invoice shall not preclude Poughkeepsie CSD from making claim for adjustments on any item found not to have been in accordance with general terms and conditions and scope of services.

Should the Contractor be unable or unwilling to timely convey pupils on any school day during the term of any contract, whether because of breakdowns, motor difficulties, unsafe buses or other motor vehicles, negligence on the conveyor's part, strikes, riots, act of God, or any other reason, then the daily compensation rate shall not be

paid to the contractor for such school days. The cost of such inability or unwillingness to transport students shall be a charge against the contractor, and that such sum shall be deductible from future payments to be made. In the event that there are not future payment sums outstanding, the contractor is required to pay within thirty (30) days of occurrence all such costs due to the Poughkeepsie CSD. Any legal fees relating to these incidents will be paid in full by the contractor.

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

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

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

INSURANCE

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

- a. Commercial General Liability (with insurance companies holding a Best Rating of at least "A-minus") with limits of at least \$1,000,000 per occurrence/\$3,000,000 aggregate. Aggregate to apply per location and per job. Coverage for bodily injury, property damages, products/completed operation, personal injury, and advertising injury. No endorsements reducing or limiting coverage.
- b. Automobile Liability of \$5,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- c. Property Damage \$1,000,000 per occurrence
- d. Workers Compensation: New York Statutory
- e. Disability Benefits: New York Statutory
- f. \$5,000,000 Umbrella or Excess Liability coverage. No aggregate limit to apply to automobile liability coverage. Must at least follow form of underlying coverage.

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

Certificates of insurance shall list the Poughkeepsie CSD as additional named insured, related to provision of all services arising under this contract, and shall be issued with a provision that in the event the policies are cancelled, or coverage reduced, that thirty (30) days prior written notice thereof shall be given to the Poughkeepsie CSD

Poughkeepsie CSD will be held harmless in the event of a claim or cause of action resulting from an accident or injury by the Contractor, caused by the Contractor and/or Contractor's employees, gross negligence or misconduct.

REQUIRED BONDING

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

- A. Performance Bond - The contractor shall, at the time of execution of the contract, obtain and maintain in full force and effect for sixty days after contract expiration:

- B. Performance Bond signed by a surety company authorized to do business in the State of New York, in the amount of 100% of the estimated annual contract, for the faithful performance of the contract. The Letter of Credit, Performance Bond, Payment Bond, etc., shall name as beneficiary Poughkeepsie CSD may be invoked to the benefit of Poughkeepsie CSD upon delivery of a certified statement to the issuing bank or surety company that the contractor has failed to perform pursuant to the terms and conditions of its contract with Poughkeepsie CSD. Surety Company must be rated as "A-"(Excellent) or better in the current edition of A.M. Best's *Insurance Guide*.
- C. The Performance Bond shall be furnished to the Poughkeepsie CSD no less than 15 days after the initiation of Contract services. Failure to submit the required annual bond may result in termination of Contract at the sole discretion of Poughkeepsie CSD.

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

PREVAILING WAGE RATES

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

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

- A. Contractors are responsible for paying all applicable prevailing rates throughout the term of the contract.
- B. A verified statement of payment of prevailing rates by the Contractor (Article 8 only) MUST be submitted to Poughkeepsie CSD in order for payment to be made.
- C. Prevailing Wage Rates are incorporated into this document in accordance with the New York State Labor Law.

SCOPE OF SERVICES

PURPOSE

The purpose of this RFP is to contract with a qualified vendor(s) to transport school children under the jurisdiction and control of the Poughkeepsie CSD. In addition, these specifications are intended to describe projected routes

during the 2019-2022 school year which are to be used in transporting school children contracted through this bid by the Poughkeepsie CSD, in accordance with the General Provision of the Transportation Specifications. Please refer to the current routes listed on **page 19**, which is a sample of the current year (2018-2019 school year) bus routes. A similar number of routes are expected in the 2019-2022 school year, and will depend upon the student enrollment and needs of the Poughkeepsie CSD. The Poughkeepsie CSD reserves the right to increase or decrease the number of routes according to the needs of the District.

VEHICLES

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

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

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

All vehicles must be made available for the Poughkeepsie CSD inspection prior to the opening of school and during the school year.

The Poughkeepsie CSD reserves the right to remove a vehicle from service if the condition of a vehicle is unsatisfactory.

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

If roads are slippery, vehicles will be equipped with either snow tires or chains.

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

All vehicles shall be equipped with wi/fi mi/fi wireless routing software that is compatible and accessible by Poughkeepsie CSD.

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

Two (2) video cameras per vehicle must be provided by the contractor to be mounted in contractor straight vehicles, three (3) in wheelchair capable vehicles. The placement of the cameras can be rotated on any designated route and may be determined by Poughkeepsie CSD. If Poughkeepsie CSD choose to provide any additional camera systems, the contractor must provide installation of same. All equipment remains the property of Poughkeepsie CSD.

An additional camera will be required to be mounted on the side of the vehicle to aid in the prevention of illegal passing stopped school bus incidents.

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

VEHICLE MAINTENANCE & DOT INSPECTIONS

The maintenance of school transportation vehicles is deemed to be a critical safety issue, and a strong determinant of a quality and responsive student transportation system. The Poughkeepsie CSD expects the

Contractor to maintain a DOT passing rate of at least 90.0% (OOS of no more than 10.0%) in each annual reporting period. For the DOT inspections of the Contractor's fleet, the Contractor shall submit a copy of its New York State Department of Transportation **Bus Inspection System Operator Profile** (for the fleet servicing the Poughkeepsie CSD) no later than 30 days from receipt but not later than August 15th following the end of the March 31st reporting period. It is the Contractor's responsibility to initiate this submission, and the lack of any specific request from the Poughkeepsie CSD does not eliminate the mandate. If the DOT inspection rate does not achieve the 87.5% passing rate level, the School District reserves the right to require the following actions and damages:

- A. If the DOT passing rate is 87.5% to 89.9%, the Contractor shall submit to the Poughkeepsie CSD an action plan to achieve the minimum of 90.0% plus level by the end of the current inspection reporting period for school buses in service to the School District. This action plan will be reviewed with School District personnel or its representative(s) and must be approved by the School District. The action plan shall be submitted within 30 days of the Contractor's receipt of the DOT report, and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the Poughkeepsie CSD of a copy of the form MC300 for each DOT inspection made of school buses in services to the School District. The copy of the MC300 form(s) shall be submitted within one business day following the DOT inspection. The School District may make modifications to the action plan if a review of the MC300 forms indicate that such action is appropriate. The submission of the MC300 form allows the school District to evaluate the immediate benefits of any changes made due to the implementation of the action plan. If the inspection passing rate does not achieve the minimum 90.0% plus level during the next reporting period, the School District reserves the right to assess damages of \$1,000 from the monthly payment to the Contractor for each vehicle dedicated to the School District reported as failing under the "A" or "B" inspection criteria.
- B. If the average DOT passing rate is between 85.0% and 87.6% passing at the terminal from which the fleet operating this Contract is located, the Contractor shall submit to the Poughkeepsie CSD an action plan to achieve the minimum 90.0% plus level within six (6) months of receipt of the **Profile** or the end of the current inspection period, whichever comes first, for the school vehicles in service to the School District. This action plan will be reviewed with School District personnel or its representative(s) and must be approved by the School District. The action plan must be submitted within 30 days of the Contractor's receipt of the DOT report and shall address such issues as maintenance procedures, work scheduling, number and staff usage, mechanic training and qualifications, management oversight, and more. The action plan shall also include the required submission to the School District of a copy of the form MC300 for each DOT inspection made of vehicles in service to the School District. The copy of form(s) MC300 shall be submitted within one business day following the DOT inspection. The School District may make modifications to the action plan if a review of the MC300 forms indicate that such action is appropriate. The submission of the MC300 form allows the School District to evaluate the immediate benefits of any changes due to the implementation of the plan.

LIMITATION TO USE OF EQUIPMENT

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

CONDITIONS FOR RETENTION OF THE CONTRACT

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

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

If Poughkeepsie CSD should require additional routes or vehicles, the student Add Drop Change form will be completed. Contractor must supply additional transportation services within five (5) school days to the location designated. If the contractor fails to provide this service within five (5) school days, then the contractor will be in breach of the terms and conditions of this contract.

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

CONTRACT TERM

The term of this Contract shall be for three (3) years, from July 1, 2019 through June 30, 2022. After the initial contract period, the contract may be extended by mutual consent of the successful bidder and Poughkeepsie CSD, at a rate to be determined each year by Poughkeepsie CSD and the Contractor. However, the increase is not to exceed the current price plus the Consumer Price Index (CPI) as published by the NYS Education Department, unless regulations relative to contract renewals are modified during the term of the contract.

CONFLICTING TERMS

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

REQUESTS FOR CLARIFICATION / ADDITIONAL INFORMATION

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

Dawn Roger-Supervisor of Transportation
Poughkeepsie City School District
Transportation Department
18 South Perry Street
Poughkeepsie, NY 12601
845-451-4990 phone
845-451-4955 fax
droger@poughkeepsieschools.org

In the event that Poughkeepsie CSD provides clarification or supplemental information to this Bid, all recipients of this Bid will receive the information via an addendum to this Bid which shall be provided to all Bidders.

BID SUBMISSION SHEET

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

AWARD AND RESERVATION OF RIGHTS

Awards will be made to the lowest responsive and responsible Bidder(s) who (i) meets the terms and conditions stated in the Bid Documents for each item or Item classification; whichever is in the best interest of Poughkeepsie CSD and (ii) completes all the required forms including a W-9. Poughkeepsie CSD reserve the right to reject any

bid if the vendor fails to satisfy Poughkeepsie CSD that they are properly qualified to carry out the obligations of the Contract.

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

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

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

PERSONNEL REQUIREMENTS

Contractor shall provide a knowledgeable office staffer(s) to be present during the course of regular business days; the staffer(s) should be exclusive to the office position.

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

Contractor shall provide qualified driver/trainers and qualified drivers, trained and licensed in accordance with applicable laws and the rules and regulations of Poughkeepsie CSD. Not less than sixty (45) days prior to the start of any school year, Poughkeepsie CSD shall advise Contractor of Poughkeepsie CSD's requirements for training or qualification for drivers or driver/trainers. Contractor will, to the extent such requirements do not conflict with state or federal laws, implement such requirements into its hiring and training programs for drivers servicing Poughkeepsie CSD's students. Contractor agrees that each driver shall: Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus. The physical examination shall be conducted prior to employment and periodically thereafter. Driver records will be available to Poughkeepsie CSD for inspection prior to the opening day of school. In addition, Poughkeepsie CSD shall have the right to request a change in driver if Poughkeepsie CSD is unsatisfied with the performance of the Contractor employee.

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

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

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

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

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

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

After reviewing driver records, Poughkeepsie CSD will approve all drivers, substitutes, and/or replacements prior to their driving. The Poughkeepsie CSD reserves the right to request the removal of any driver when in the judgement of the Poughkeepsie CSD such driver represents a threat to the safety, morals, or other well-being of the students; the same pertains to bus monitors/attendants. The Contractor shall take immediate steps to replace any driver pursuant to this paragraph.

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

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

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

SAFETY PROCEDURES

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

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

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

CONDITIONS FOR PAYMENT

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

The deduction from contract payments by reason of the Contractor's inability or unwillingness to transport students on established routes shall be based upon the total daily rate for each route not performed according to the current or most recent monthly billing, or the cost incurred by the Poughkeepsie CSD performance of the

Contractor's route(s), whichever is greater. While updated invoices are the contractual responsibility of the Contractor, Poughkeepsie CSD will review invoices and deduct amounts from affected invoices as outlined above.

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

EMERGENCY CLOSING / DELAYED OPENINGS

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

ROUTE SCHEDULE

Routes will be based on 50 live miles and four (4) hours of billable driver and, if applicable, monitor (attendant) time. Live miles are defined as the distance starting at the first student pick-up point and ending at the last student drop-off point. Four (4) hours of billable driver and, if applicable, monitor (attendant) time will be calculated from the Contractor facility closest to the first morning student pick-up, through the entire route, and return to Contractor's starting facility. Afternoon hours may be different from morning hours due to different student riders or route combinations, but must originate from the same Contractor facility as the morning route, and will be calculated in the same manner. Hours in excess of four (4) per day will be charged and paid according to the bid offer, provided the route is calculated only from the Contractor's closest facility.

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

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

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

Base Contract (Daily Rate)	Added Shuttle Cost
Added Miles Cost	Added Shuttle Time Charge
Added Driver Time	Cost of General Monitor/Aide (Attendant)
Added Tolls	Cost of Special Monitor/Aide (Attendant)
Fuel Provision Calculation (based on mileage)	

Bus Contractors must not combine any routes or deviate from prescribed routing at any time with the written permission of Poughkeepsie CSD.

If, in case of inclement weather or emergency, a driver cannot at that time complete a portion of the assigned route, the driver/contractor must notify the Poughkeepsie CSD Supervisor of Transportation immediately so they may in turn notify the students involved of the necessary changes and adjustments.

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

Accidents: In the event of an accident, the Contractor must immediately notify by telephone the Poughkeepsie CSD on the route of any accident involving a school bus whether or not students were involved. A copy of Form MV-104F must be filed with the Poughkeepsie CSD within 24 hours, without regard to whether such form is required by any other agency. See Accident Protocol addendum.

Injuries: In the event of an injury, the Contractor must immediately notify by telephone the Poughkeepsie CSD of the injured student(s) on that route. Written report of such injuries must be submitted within 24 hours to Poughkeepsie CSD on Student.

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

SCHOOL DAY

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

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

MONITOR/AIDES (ATTENDANTS)

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

EXTRA-CURRICULAR AND SPECIAL EDUCATION TRANSPORTATION

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

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

PUPIL ATTENDANCE ROSTER

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

SHUTTLE/FEEDER ROUTES

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

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

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

PENALTIES

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

- a) Failure to maintain an inspection pass rate of 90%, utilizing the NYS Department of Transportation Operator Profile Report: \$500.00 per day out of compliance will be deducted from the Contractor's most current monthly bill. If the inspection pass ratio is less than 90% for three consecutive months, Poughkeepsie CSD reserves the right to terminate the contract.
- b) Failure to provide Contract Information: \$250.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor's most current monthly bill.
- c) Failure to provide qualified and properly licensed Driver: \$250.00 per driver record out of compliance will be deducted accordingly from the contractor's most current monthly bill. In addition, and/or at the discretion of the Poughkeepsie CSD immediate suspension or removal of the driver from this contract.
- d) Failure to provide Certificate of Insurance: \$250.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor's most current monthly bill.
- e) Failure to provide Student Count: \$250.00 per day for each day which goes beyond the due date will be deducted accordingly from the contractor's most current monthly bill.
- f) Failure to provide the June invoice on time: \$250.00 per day for each day for each day which goes beyond the due will be deducted accordingly from the contractor's most current monthly bill.
- g) Failure to provide the required monitor/aide: \$250.00 per day for each day monitor/aide who is not in attendance on assigned route will be deducted accordingly from the contractor's most current monthly bill.
- h) Failure to notify the Poughkeepsie CSD of any accident and/or injury: \$1,000.00 per incident will be deducted accordingly from the contractor's most current monthly bill.
- i) Failure to provide an additional route: \$250.00 per day for each day given route is not available will be deducted accordingly from the contractor's most current monthly bill.
- j) Failure to obtain written permission from Poughkeepsie CSD prior to combining any existing route or deviations from prescribed: \$500.00 per day for each day any route has been combined or altered in any way will be deducted accordingly from the contractor's most current monthly bill.

k) Failure to provide Weekly Attendance Records: \$500 per week not submitted within five days of month end.

l) Failure to produce updated Route Sheets: \$250 per day not submitted within five days of PCSD's request.

In addition, Poughkeepsie CSD shall have the right to contract for Contractor's failures as described in (a) through (l) herein.

MISCELLANEOUS

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

Transportation must be in strict accordance with these bid documents, and the contract will be subject to the approval of the Poughkeepsie CSD. Should any dispute arise respecting the true construction, meaning and interpretation of these bid documents and contract, same shall be decided by the Poughkeepsie CSD. Nothing herein is meant to limit either party's right to pursue any action in a court of law.

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

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

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

Prior to the award of this contract, the successful bidder must provide the Poughkeepsie CSD with ownership history, evidence to demonstrate financial stability (including possible contract default or bankruptcy related information), performance history, references, maintenance history (DOT BusNet Profiles), contractual educational transportation history with performance records and appropriate contact information as deemed necessary by the Poughkeepsie CSD. In addition to the bidding information provided within this bid document, the final award of this contract will be made by the Poughkeepsie CSD only after information provided under this paragraph is deemed to be appropriate and satisfactory to the Poughkeepsie CSD. This contract or any part thereof may not be assigned to another contractor without the express written consent of the Poughkeepsie CSD.

ACCIDENT PROTOCOL

ALL accidents occurring in or on school property, including buses – PCSD or Contractor Owned/Operated, regardless of seriousness, MUST be reported to the school administration as promptly as possible.

1. Immediately check on the safety of the students and staff onboard the vehicle
2. Notify Contractor Dispatcher
 - a. Dispatch a replacement vehicle so that DOT can inspect the bus .
3. Notify PCSD Transportation Supervisor
4. Contractor or PCSD notify Emergency Responders (police & fire, ambulance, etc)
5. Contractor or PCSD notify Student Services for a School Nurse to be called to the scene
6. DO NOT MOVE THE VEHICLE
7. Secure the vehicle
8. Evacuate the students if necessary
9. Contractor Supervisor respond to the scene

10. PCSD Transportation Supervisor respond to the scene
11. Contractor notify parents / Guardians – info on Route Sheets
12. Resume bus route when cleared to do so
13. Driver and Monitor (if onboard) will complete an incident report immediately
14. Accident Reporting Driver will complete NYS DMV 104F – must be filed with DMV, NYSED & DOT
 - a. Failure to file within 10 days is a misdemeanor
15. Contractor MUST report this to their insurance carrier promptly
16. ALL reports MUST be submitted to PCSD Transportation Supervisor and Finance Office for reporting to PCSD Insurance Company
17. Post-Accident Testing for Alcohol & Controlled Substances – of vehicle Operator/Driver in compliance with: 49 CFR 382.303

Accident Defined by and as:

NYSED – According to SED, to qualify as a “School Bus Accident” in NYS three conditions must be met:

1. The school bus must have pupils, children of pupils, teachers or other persons acting in a supervisory capacity (including bus attendants) on board, or in the act of boarding or discharging, at the time of the accident. The vehicle must be a school bus as defined in VTL 142 – it does not necessarily have to be a “large yellow bus” as long as it meets the requirements in VTL 142
2. The school bus must be owned or contracted for by a school
3. At least one of the following must have occurred: an injury to any party; a fatality; or property damage in excess of \$1000 to any party

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

<u>Criteria</u>	<u>Points</u>
Previous Experience	5
Inspection Records & DOT Inspection Pass Rate (History)	10
Age of Fleet	10
Familiarity with Routes	5
Driving History of Staff	5
Financial Condition of Contractor	5
Facility & Fleet	10

Safety Program & Fully Adopted PCSD Accident Protocol	15
Maintenance Schedules	10
Insurance & Bonding Requirements / Iran Divestment & Data Security Plan	5
Cost of Proposal	<u>20</u>
Total	<u>100</u>

Proposal Requirements

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

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

Poughkeepsie City School District

Current Routes

Poughkeepsie CSD provides transportation for District students. Students attending special educations schools are also transported by the Poughkeepsie CSD if they meet the transportation eligibility requirements. Poughkeepsie CSD as well as Contractors also provide transportation for students to sporting events and field trips.

Location	# of AM Runs	Buses	Mini Buses	# of MD Runs	Buses	# of PM Runs	Buses	Mini Buses
BETA – Alt HS	1	1	0	0	0	1	1	0
BOCES – Salt Point Ctr	1	1	0	0	0	1	1	0
Clinton School SE	1	1	0	0	0	1	1	0
PMS SE North	1	1	0	0	0	1	1	0
PMS SE South ELC 8 AM only	1	1	0	0	0	1	1	0
Pok W/C	1	0	1	0	0	1	0	1
PHS w/CTI ***	1	1	0	1	1	1	1	0
Warring SE North	1	1	0	0	0	1	1	0
Warring SE South ELC 8 PM only	1	1	0	0	0	1	1	0
Krieger SE North ELC 6 w/Monitor	1	1	0	0	0	1	1	0
Krieger SE South ELC 7 w/Monitor	1	1	0	0	0	1	1	0
Morse SE w/Monitor	1	1	0	0	0	1	1	0
Magnet Route 1-5 ELC 1-5 w/Monitors	5	5	0	0	0	5	5	0
Pre-K Mid Day only w/Monitors	0	0	0	3	3	0	0	0
CTI Mid Day	0	0	0	1	1	0	0	0
Poughquag Express	1	1	0	0	0	1	1	0
Monitors Additional (for other routes)	7	7	0	0	0	7	7	0
*** This bus will make one run in the AM, second run late AM & final run PM.								
Estimated Field Trips 2019-2022	1,400 Hours							

2018-2019 Current Contractor Routes

POUGHKEEPSIE CITY SCHOOL DISTRICT

PRICING FOR HOME TO SCHOOL CONTRACT

Each vehicle is used for a 4-hour day that shall include 125 miles as the Base Bid. Dollar Amount for Bid for Services without fuel supplied by Poughkeepsie CSD.

	Base Bid Cost Per Day for First 50 Live Miles	Cost Per Vehicle Per Day for Each Mile Above First 50 Miles (Provide Per Mile Rate)	Additional per Hour Driver Time Beyond 4-Hour Day
65/66 Passenger Bus			
28/35 Passenger Half Bus			
16/22 Passenger Mini Bus			
2-3 Wheelchair + 10 Ambulatory Student A/C Mini Bus			
6/7 Passenger Mini Vans			

Monitor Cost for 4-hour day.

	Monitor Cost Per Day (Based upon 4-hour day)	Monitor Cost per hour for each hour in excess of 4-hour day
Monitor		

PRICING FOR FIELD TRIPS & SPORTING EVENTS

Hourly Rates for Field Trips & Sporting Events. Field Trips will start sufficiently close to the normal morning, noon or afternoon time schedule.

	Cost Per Hour for Field Trips	Cost Per Hour for Sporting Events
65/66 Passenger Bus		
16/22 Passenger Mini Bus		
6/7 Passenger Mini Vans		

Non-Collusive Bidding Certification

RFP-19-0014 STUDENT TRANSPORTATION

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

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

1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor;
2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
3. No attempt has been made or will be made by the Bidder to induce any other person, partnership, or corporation to submit or not to submit a bid for the purpose of restricting competition.

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

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

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

Company

Signed

Title

IRAN DIVESTMENT ACT COMPLIANCE RIDER

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

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

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

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

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

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

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

CERTIFICATION

IRAN DIVESTMENT ACT OF 2012

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

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

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

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

Poughkeepsie CSD reserves the right to reject any bid, proposal or request for assignment for an entity that appears on the prohibited entities list prior to the award of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the prohibited entities list after contract award.

Signature: _____

Print Name: _____

Title: _____

Company Name: _____

Date: _____

EXHIBIT A
EDUCATION
LAW 2-d RIDER

New York State Education Law 2-d was enacted in 2014 to address concerns relative to securing certain personally identifiable information. In order to comply with the requirements of Education Law 2-d, educational agencies and certain third-party contractors who contract with educational agencies must take certain additional steps to secure such data. These steps include enacting and complying with a Parents' "Bill of Rights" relative to protected data, ensuring that each third-party contractor has a detailed data privacy plan in place to ensure the security of such data, and that each third-party contractor sign a copy of the educational agency's Parents' Bill of Rights, Thereby signifying that the third-party contractor will comply with such Parents' Bill of Rights. This Agreement is subject to the requirements of Education Law 2-d and Company is a covered third-party contractor.

In order to comply with the mandates of Education Law 2-d, and notwithstanding any provision of the Agreement between Poughkeepsie CSD and its Contractor to the contrary, Contractor agrees as follows:

Contractor will treat "Protected Data" (as defined below) as confidential and shall protect the nature of the Protected Data by using the same degree of care, but not less than a reasonable degree of care, as the Contractor uses to protect its own confidential data, so as to prevent the unauthorized dissemination or publication of Protected Data to third-parties. Contractor shall not disclose Protected Data other than to those of its employees or agents who need to know such Protected Data under this Agreement. Contractor shall not use Protected Data for any other purpose than those explicitly provided for in this Agreement. All Protected Data shall remain the property of the disclosing party. As more fully discussed below, Contractor shall have in place sufficient internal controls to ensure that Poughkeepsie CSD and/or Participants' Protected Data is safeguarded in accordance with all applicable laws and regulations, including, but not limited to, CIPA, FERPA, and HIPAA, if applicable.

"Protected Data" includes any information rendered confidential by State or Federal Law, including, but not limited to student data, student demographics, scheduling, attendance, grades, health and discipline tracking, and all other data reasonably considered to be sensitive or confidential data by Poughkeepsie CSD. Protected Data also includes any information protected under Education Law 2-d including, but not limited to:

"Personally identifiable information" from student records of Poughkeepsie CSD as that term is defined in Section & Subsection 99.3 of the Family Educational Rights and Privacy Act (FERPA),

AND

Personally identifiable information from the records of Poughkeepsie CSD relating to the annual professional performance reviews of classroom teachers or principals that is confidential and not subject to release under the provisions of Education Law Section & Subsection 3012-c.

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any Protected Data shall comply with New York State Education Law Section & Subsection 2-d. As applicable, Contractor agrees to comply with Poughkeepsie CSD's policies on data security and privacy. Contractor shall promptly reimburse Poughkeepsie CSD for the full cost of notifying a parent, eligible student, teacher, or principal of an unauthorized release of Protected Data by Contractor, its subcontractors, and/or assignees. In the event this Agreement expires, is not renewed or is terminated, Contractor shall return all of Poughkeepsie CSD's data, including any and all Protected Data, in its possession by secure transmission.

DATA SECURITY AND PRIVACY PLAN

Contractor and/or any subcontractor, affiliate, or entity that may receive, collect, store, record or display any of Poughkeepsie CSD Protected Data, shall maintain a Data Security and Privacy Plan that includes the following elements:

1. A provision incorporating the requirements of Poughkeepsie CSD's Parents' Bill of Rights for data security and privacy, to the extent that any of the provisions in the Bill of Rights applies to Contractor's possession and use of Protected Data pursuant to this Agreement.
2. An outline of how all state, federal, and local data security and privacy contract requirements will be implemented over the life of the contract, consistent with the Contractor's policy on data security and privacy.
3. An outline of the measures taken by the Contractor to secure Protected Data and to limit access to such data to authorized staff.
4. An outline of how Contractor will use "best practices" and industry standards with respect to data storage, privacy and protection, including, but not limited to encryption, firewalls, passwords, protection of off-site records, and limitations of access to stored data to authorized staff.
5. An outline of how Contractor will ensure that any subcontractors, persons or entities with which Contractor will share Protected Data, if any, will abide by the requirements of Contractor's policy on data security and privacy, and the contractual obligation with respect to Protected Data set forth herein.

EXHIBIT B

Parents' Bill of Rights – Data Privacy & Security

Pursuant to Section 2-c and 2-d of the Education Law, parents and students are entitled to certain protections regarding confidential student information. The Poughkeepsie City School District is committed to safeguarding personally identifiable information from unauthorized access or disclosure as set forth below:

1. A student's personally identifiable information cannot be sold or released for any commercial purposes;
2. Parents have the right to inspect and review the complete contents of their child's education record;
3. The District is committed to implementing safeguards associated with industry standards and best practice under state and federal laws protecting the confidentiality of personally identifiable information, including but not limited to, encryption, firewalls, and password protection when data is stored or transferred;
4. A complete list of all student data elements collected by the State is available for public review at <http://www.p12.nysed.gov/irs/vendors/templates.html> or by writing to Information & Reporting Services, Room 863 EBA, 89 Washington Avenue, Albany, NY 12234; and
5. Parents have the right to have complaints about possible breaches of student data addressed. Complaints should be directed to the Assistant Superintendent of Assistant Superintendent for Data Analysis and Accountability at 11 College Avenue, Poughkeepsie, NY 12603.
6. The District has, directly and indirectly entered into contracts with certain third party contractors who have been sent student data and/or teacher data and/or principal data. The following information about such contractors will be posted on the District website, as required by law:
 - The names of the third party contractors, the exclusive purpose(s) for which the data will be used;
 - The commencement and termination dates of each such agreement;
 - A description of how the data will be disposed by the contractor when the contract purpose has been fulfilled;
 - The data storage and security measures undertaken.
7. Agreements with third party contractors/consultants will ensure that the subcontractors, persons or entities that the third party contractor/consultant will share the student data or teacher or principal data with, if any, will abide by data protection and security requirements.
8. A parent, student, eligible student, teacher or principal may challenge the accuracy of the student data or teacher or principal data that is collected by filing a written request with the Superintendent of Schools or his/her administrative designee, the Assistant Superintendent for Data Analysis and Accountability at 11 College Avenue, Poughkeepsie, NY 12603.

Adopted: Jan. 16, 2019

INFORMATION SECURITY BREACH POLICY

I. This policy is consistent with Section 208 of the New York State Technology Law. School districts are required to notify any New York State resident when there has been or is reasonably believed to have been a compromise of the individual's private information, in compliance with the Information Security Breach and Notification Act and this policy.

II.

a.

i. The definition of "private information" shall mean personal information in combination with any one or more of the following data elements, when either

(1) the personal information or the data element is not encrypted or

(2) encrypted with a corresponding encryption key that has also been acquired:

1. Social Security Number.

2. Driver's license number or non-driver identification card number; or

3. Account number, credit or debit card number, in combination with any required security code, access code, or password which would permit access to an individual's financial account.

b. Private Information does not include publicly available information that is lawfully made available to the general public from federal, state, or local governmental records.

c. This policy also applies to information maintained on behalf of a District by a third party.

III. Notification:

a. The District shall notify an individual when it has been determined that there has been, or is reasonably believed to have been a compromise of private information through unauthorized disclosure.

b. The District will notify the affected individual. Such notice shall be directly provided to the affected persons by one of the following methods:

i. written notice;

ii. electronic notice, provided that the person to whom notice is required has expressly consented to receiving said notice in electronic form and a log of each such notification is kept by the District who notifies affected persons in such form;

iii. telephone notification provided that a log of each such notification is kept by the District who notifies affected persons; or

iv. Substitute notice, if a District demonstrates to the state attorney general that the cost of providing notice would exceed two hundred fifty thousand dollars, or that the affected class of subject persons to be notified exceeds five hundred thousand, or such District does not have sufficient contact information. Substitute notice shall consist of all of the following:

1. e-mail notice when such District has an e-mail address for the subject persons;

2. conspicuous posting of the notice on such District's website page, if such District maintains one; and

3. notification to major statewide media.

c. The notice must include the District's contact information, a description of the categories of information that were, or are reasonably believed to have been, acquired by a person without valid authorization, including specification of which elements of private information were, or are reasonably believed to have been, so acquired.

d. Notification may be delayed if a law enforcement agency determines that such notification impedes a criminal investigation. The notification required shall be made after such law enforcement agency determines that such notification does not comprise such investigation.

IV. When notification is necessary, the District must also notify the following agencies as to the timing, content and distribution of the notices and approximate number of affected persons:

a. NYS Attorney General

b. NYS Office of Cyber Security & Critical Infrastructure Coordination

c. Consumer Protection Board

d. Consumer Reporting Agencies (ONLY if more than 5,000 New York State residents are notified at one time.)

Legal Ref: NYS General Business Law §899-aa; NYS Technology Law §208.

Adopted: Jan. 16, 2019

Statement of "No Bid" Form

RFP-19-0014 STUDENT TRANSPORTATION

Company Name: _____

Authorized Signature: _____

We have elected not to submit a request for letter of interest due to the following reason(s):

Insufficient Time to Respond _____

Do Not Offer This Goods/Service _____

Unable To Meet Specifications _____

Unable To Meet Service Requirements _____

Workload Does Not Allow Us to Bid _____

Specifications Unclear or Too Restrictive _____

Other (Please Specify) _____

Please Return To:

District Clerk
Poughkeepsie City School District
18 South Perry Street
Poughkeepsie, New York 12601