

BOARD OF EDUCATION
SOUTH COLONIE CENTRAL SCHOOLS
102 LORALEE DRIVE, ALBANY, NEW YORK 12205

SPECIFICATIONS AND BID FORM

FOR

PRIVATE TRANSPORTATION CONTRACTS
2023-2024 SCHOOL YEAR

In accordance with the provisions of Section 103 of the General Municipal Law, an advertisement for bids was published in the Daily Gazette and the Times Union on Thursday, November 30, 2023. As stated in such notice, bids will be publicly opened and read in the office of the Business Administrator/District Treasurer on Friday, December 15, 2023 at 11:00 AM. The identity of those responding to such offer will be publicly disclosed.

NAME OF BIDDER _____

SIGNATURE _____

ADDRESS OF BIDDER _____

TELEPHONE NUMBER _____

FAX NUMBER _____

ASK FOR _____

EMAIL: _____

SOUTH COLONIE CENTRAL SCHOOLS

INSTRUCTIONS TO BIDDERS:

Sealed bids for the transportation for a student(s) living in the South Colonie Central School District for **2023-2024 School Year**, will be received by the Board of Education at its District Office, 102 Loralee Drive, Albany, New York 12205, until **11:00 AM on Friday, December 15, 2023** at which time and place they will be publicly opened and read. The identity of those responding to such offer will be publicly disclosed.

Any mention within these instructions of the "Board" shall mean the South Colonie Central School District, its board of education, and its authorized representatives, including but not limited to the Superintendent of Schools, the Assistant Superintendent, and/or their delegates, employees, and volunteers. Any mention within these instructions of the "Bidder" or "Bidders" shall mean the person(s) or entity(ies) submitting a bid in accordance with these instructions. It is further noted that the Board will act independently in the exercise of the options explained in these instructions to Bidders.

GENERAL INSTRUCTIONS:

1. All bids must be submitted on bid offer forms and in accordance with instructions provided by the Board. Bidders are asked to submit bids for the price the Bidder would charge the Board for the use and operation of the vehicle required by each respective bid number. Each bid number indicates a type of vehicle, any additional staff requirements, the times when that vehicle is needed, and a maximum daily mileage amount. The routes traveled by the vehicles required during the school year will be determined once the bid is awarded, however the general pricing stated in the bid shall apply.
2. All bids received after the time stated in the Notice to Bidders will 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.
3. All information and additional documents required by the Notice to Bidders, General Conditions, Specifications and Bid Offer, must be submitted to constitute an acceptable bid.
4. The non-collusive bidding certification must be included with each bid as required by New York

General Municipal Law, Section 103-d. The enclosed form, "**Bid Proposal Certification**" meets this requirement.

5. Prices and information required should be typewritten for legibility. Illegible or vague bids will be rejected. All signatures must be original and handwritten. Facsimile, printed, copied, or typewritten signatures are not acceptable.
6. All bids must be sealed. If required by the terms of the bid, the bids must be submitted in envelopes furnished by the district. Otherwise plain, opaque envelopes may be used, clearly marked "**BID**". The date and time of the bid opening as indicated on the Notice to Bidders must appear on the envelope. Bids must be attached to or enclosed in packages containing bid samples. Telegraphed bids, Telephone quotations, or amendments will not be accepted at any time.

QUALIFICATION OF BIDDERS:

Each proposal must be accompanied by a certified statement of the Bidder (in case of a corporation, of its officers, in case of a manager-managed limited liability company, its managers, and in case of a member-managed limited liability company its members), showing the following:

1. The name of a bank as reference to the financial stability of the bidder.
2. A list of schools or school districts with which the bidder has had transportation contracts.
3. Pursuant to New York General Municipal Law Section 103-g(4), 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 Bidder is not on the list created by the New York Office of General Services pursuant to the New York State Iran Divestment Act of 2012.

INDEMNITY CLAUSE:

To the fullest extent permitted by law, the Bidder shall fully release, defend, indemnify and hold harmless the Board and its respective advisors, consultants, attorneys, employees and agents (each, an "indemnified person") from and against any and all losses, claims, damages and liabilities to which any such indemnified person may become subject arising out of, relating to, or in connection with this bid or any documentation related thereto, or any related transaction or

any claim, litigation, investigation or proceeding relating to any of the foregoing, regardless of whether any indemnified person is a party thereto, and to reimburse each indemnified person upon demand for any legal or other expenses or costs incurred in connection with investigating or defending any of the foregoing, provided that the foregoing indemnity will not, as to any indemnified person, apply to losses, claims, damages, liabilities or related expenses to the extent they are found by a final and non-appealable judgment of a court of competent jurisdiction to arise directly and solely from the willful misconduct or gross negligence of such indemnified person.

INSURANCE:

1. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Bidder hereby agrees to name South Colonie Central School District and its Board of Education as unrestricted additional insureds on the contractor's commercial general and automobile liability insurance policies, with proper endorsements. Notwithstanding the preceding sentence, Bidder shall not name South Colonie Central School District as an additional insured on Bidder's workers' compensation insurance.
2. The policy naming the South Colonie Central School District as an additional insured shall:
 - Be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer permitted to conduct business in New York State.
 - Provide for thirty (30) days written notice of cancellation.
 - State that the organization's coverage shall be primary coverage for the South Colonie Central School District, its board, employees, and volunteers.
 - State that the policy affirmatively provides coverage for claims of negligence, negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment, or similar sexual misconduct. A minimum coverage limit of \$1,000,000.00 per occurrence/\$3,000,000 aggregate is required for commercial general liability coverage and \$3,000,000 for combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - The South Colonie Central School District and its Board of Education shall be listed as an additional insured by using endorsement CG 2010 11 85 or broader. The certificate must state which endorsement is being used and a copy of the endorsement shall be included with the certificate of insurance.

3. The permittee or contractor agrees to indemnify, defend, release, and hold harmless the South Colonie Central School District and its Board of Education from any claims arising out of the partial or sole negligence of the permittee or contractor.
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**
\$1,000,000 per occurrence/\$3,000,000 aggregate.
 - **Automobile Liability**
\$3,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation**
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
6. Bidder acknowledges that failure to obtain such insurance on behalf of the South Colonie Central School District constitutes a material breach of the contract and subjects Bidder to liability for damages, indemnification, and all other legal and equitable remedies available to the district. Bidder shall provide the district with a certificate of insurance, and endorsements, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.
7. The South Colonie Central School District is insured by Utica National Insurance Company. The Bidder further acknowledges that the procurement of such insurance as required herein is intended to benefit not only South Colonie Central School District, but also Utica National Insurance Company, as its insurer.

BID:

The Bidder will submit the following data with his bid:

Evidence that Bidder owns, rents and/or maintains adequate and proper garages and/or vehicle maintenance facilities in compliance with all legal requirements of the state of New York and the United States.

A Statement indicating the type and extent of transportation experience and, as references, names of school districts or private and/or parochial schools previously or presently served.

AWARD OF CONTRACT:

1. The selection of a contractor(s) shall be at the sole and absolute discretion of the Board of Education.
2. This bid may be awarded to the lowest total aggregate bid by a responsible bidder, considering the general pricing information of responsible bidders in order to achieve the most cost effective transportation contract for the South Colonie Central School District.
3. The Board reserves the right to reject any or all bids, to re-advertise and invite new bids, to accept whole or part of a bid, or to accept parts of bids from more than one bidder, as in the Board's sole and absolute judgment it deems to be in the best interest of the South Colonie Central School District.
4. The Bidder hereby avers to and declares that he/she/it has not colluded with any party or parties regarding the formulation of this bid nor has he/she/it communicated with any party or parties with respect to the contents therein other than his employees.
5. The Board may make, in its sole and absolute discretion, such investigation as it deems necessary to determine the ability of the Bidder to perform the work in connection therewith and the Bidder shall furnish to the Board all such information and data as the Board may request. The Board reserves the right to reject any bid if evidence submitted by its investigation of such Bidder fails to satisfy the Board, in its sole and absolute discretion, that such Bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
6. Any contract awarded to any Bidder shall not be binding until the same has been approved by the South Colonie Central School District Board of Education and the New York State Commissioner of Education.

PAYMENT:

1. The Bidder shall submit invoices to the South Colonie Central School District Office each month. All bills for transportation during the month prior should be submitted prior to the eighth day of the month for services provided in the previous month. Failure to submit invoices pursuant to this section shall be grounds for nonpayment.

2. In the event of a strike by the successful Bidder or any other reason arising from the actions of the successful Bidder causing the interruption of service or operation, the Board has the right to secure such other transportation as may be necessary and charge the cost of same to the account of the successful Bidder.

DRIVERS:

1. Each driver or operator shall be of good moral character and physically and mentally fit to operate a vehicle transporting school children. Each driver shall comply with all requirements listed in Article 19-A of the New York State Vehicle and Traffic Law and Section 156.3 of the Commissioner's Regulations of the New York State Education Department. Each driver or operator shall be subject to the approval of the Superintendent, which said approval may be withdrawn in his or her sole and absolute discretion at any time for any cause.
2. Bidder shall notify the South Colonie Central School District within twenty-four (24) hours upon Bidder's receipt of the New York State Department of Motor Vehicle Notification of Disqualification of any driver who is transporting South Colonie Central School District students.
3. All drivers shall have the necessary qualifications and be licensed for driving public vehicles for hire and school buses in the State of New York. Bidder shall be required to have on file at the Bidder's office the license of each employee of the Bidder for driving public vehicles for hire and school buses in the State of New York. Bidder shall submit copies of the following documents for each driver that will operate a vehicle pursuant to the bid to the South Colonie Central School District's Office for inspection by the Superintendent or his/her designee:
 - A. A current abstract of driving record.
 - B. Results of an annual physical examination.
 - C. Three (3) letters of reference attesting to each drivers' morality and character.
 - D. Proof of training requirements under Section 156.3 of the Commissioner's Regulations of the New York State Education Department
 - E. Proof of compliance with the annual and biannual requirements of Article 19-A of the New York State Vehicle and Traffic Law.

The above requirements shall be fulfilled upon award of contract.

4. All drivers shall be at least twenty one (21) years of age.

5. The Board reserves the right to have the Bidder suspend, pending investigation, any driver who in the sole and absolute opinion of the Board, is not performing satisfactory service, or who does not meet all of the above qualifications. Subsequent to suspension, results of any investigatory reports shall be made in writing to the Board not later than forty-eight (48) hours following such suspension.
6. All drivers employed in the performance of this bid shall be available for meetings and or interviews, as called for by the district's Transportation Director, at the Bidder's place of business.
7. Failure to abide by any of the terms of this section of the bid, relating to drivers, shall be a material breach which shall result in the termination of the contract and an assessment of damages against the successful Bidder.

BUSES/VEHICLES:

1. All motor vehicles to be used and all transportation operations must comply with the rules, regulations, and/or requirements of the New York State Department of Transportation, the New York State Department of Motor Vehicles and South Colonie Central School District, as well as with all laws and regulations of agencies of the State of New York pertaining to the transportation of school children.
2. Buses must be made available for inspection by the Board and designated officials before any contract is executed.
3. Bidder shall not allow commercial advertising or emblems to appear on the interior or exterior of vehicles when used to transport pupils.
4. The Board reserves the right to modify any transportation schedules at its sole and absolute discretion without the consent of the successful Bidder.
5. In the event the bidder does not have the ability to fulfill the requirements of the bid at the time of submission of bid, the Board requires that the bidder supply satisfactory evidence at the time of bid submission that he/she/it will have the ability to perform prior to the beginning of the contract period or beginning of service. Such evidence may be a signed statement from a bus manufacturer or dealer to the effect that he/she/it will furnish the required vehicles, maintenance, and/or labor as described above,

and must be submitted to the Board on or before the award of the contract.

6. All vehicles must be equipped with approved mirror and safety devices to protect the lives of children being transported. Vehicles must contain an approved first aid kit and fire extinguishers, as required by law.
7. In the event of mechanical failure, stand-by vehicles meeting all of the requirements herein shall be available within fifteen (15) minutes driving time from the South Colonie Central School District boundary.
8. **Under the terms of the specifications, no Bidder may lease, hire or sub-contract for the use of any vehicle that will be used in connection with transportation as mentioned in these specifications, unless authorized in writing by the Board.**
9. Vehicles shall be cleaned on the interior at least daily and have exteriors washed at least once per week. Buses/vehicles shall be maintained in a clean condition at all times.
10. Each vehicle used under this contract must be plainly marked 'SCHOOL BUS' and conform to specifications of Education Law as to size, color, and lettering. *Each vehicle used under this contract with a seating capacity of fifteen (15) or more students shall be painted "School Bus Chrome Yellow" unless waiver is specifically given by the South Colonie Central School District and shall in all other respects comply with applicable provisions of New York State law, rules, standards and regulations relating to vehicles for transporting pupils and the equipment thereof.*
11. Each vehicle must have a clipboard with the following information and made available to the Board upon request.
 - A. A schedule of routes for that vehicle;
 - B. Driver's daily report form;
 - C. Student Discipline form;
 - D. The vehicle's maintenance records.

MAINTENANCE, OPERATION AND CLEANING:

1. All Bidders bidding upon these specifications must comply fully with the maintenance rules and regulations of the New York State Department of Transportation. Failure to fully abide by the maintenance rules and regulations of the New York State Department of Transportation shall be a material breach and shall result in a termination of the contract and an assessment of damages against the successful Bidder

2. In addition, all Bidders must fully comply with the guidelines and requirements issued by the Center for Disease Control (CDC) with respect to the operation, maintenance and cleaning of the vehicles. CDC guidelines are attached as an Addendum to this document and are incorporated herein by reference.
3. The Board reserves the right to inspect the Bidder's maintenance records and make any other checks and inspections the Board deems advisable or necessary to assure maximum safety and efficient operation of the Bidder's equipment.

ROUTING & SCHEDULING:

Pupils are to be transported by State approved vehicles to and from school in accordance with routing schedules to be determined upon awarding the bid. Daily school sessions are listed and pupils shall arrive not more than ten (10) minutes before school opening or leave more than fifteen (15) minutes after school closing. School starting times and dismissal times are subject to change. Pupils with disabilities shall be picked up at their homes and assistance shall be rendered by the driver when necessary.

1. The successful Bidder shall provide a competent person to work with the Board during the summer months in preparing the details and final routing for the transportation of children.
2. No routes or routing schedules for any contract bus, on the final summary sheet, may be changed, *nor may combinations with other routes or school districts be made* without the express written permission of the Board. The final summary sheet of the routing of all vehicles will be prepared by the Board.
3. Bidder must furnish the South Colonie Central School District with the mileage (to the nearest tenth) and a student count for each vehicle when requested by the Board.
4. For physically and mentally disabled students attending special schools, door to door pickup and delivery is required.
5. The Board reserves the right to inspect any and all of the Bidder's individual school vehicles, bus trip sheets, bus schedules, maintenance records and all other records the Board may deem advisable or necessary to assure efficient operation and compliance with this bid.

6. It shall be necessary that the Bidder have a dispatcher or responsible company official who can be reached by the South Colonie Central School District's transportation office and/or the parents of the children being transported and/or the schools to which the students are being transported on all school days when buses are on routes. *This requires a person to be available at all times by telephone during the hours and days described herein. Use of an answering machine during the school day shall be a material breach and grounds for the immediate termination of the contract. Failure to abide by the provisions of this section of the bid shall be a material breach and shall result in the termination of this contract and an assessment of damages against the successful Bidder.*
7. Upon request by the Board of Education or by school authorities, the successful Bidder shall revise routes at any time during the school year.
8. Bidders are asked to bid on the rate the Bidder would charge the Board to operate the vehicles sought by each bid number for the time/mile limits indicated therein for the full year of the individual school. Bidders are also asked to indicate a cost per mile or cost per hour on which contract changes during the year will be computed for any vehicle.

No deduction will be made for daily absences or other changes unless the vehicle mileage or time of use is substantially reduced for a period of one week or more after the issuance of the routing schedule. If the daily mileage or time of use of any vehicle is substantially changed (ten (10) miles or more, one way, for the mileage and one (1) hour or more for the time) during the year, due to addition or removal of pupils from the original list, changes in addresses or other approved reasons, the contract price shall be adjusted upward or downward for whatever period of time is involved, based on the mileage and/or time rate indicated in the bid and the actual required changes in mileage traveled.

9. **No student shall be in transport more than sixty (60) minutes from the time the student enters the bus or vehicle to the time the student is dismissed from the bus or vehicle.**
10. All vehicles, personnel and routing are subject to continuous supervision and sole and absolute approval by the Board.
11. **In cases when schools are on scheduled test weeks, buses shall be available for any early dismissals.** Bidders shall be on notice that in some cases, the

parochial school calendars may be dissimilar to the South Colonie Central School District's calendar, except in cases where classes are held on legal holidays as listed in the regulations of the Commissioner of Education, Section 152. Bidder shall secure calendars of all local schools and coordinate accordingly so as not to breach any of the provisions of the bid.

SAFETY:

1. The Bidder shall comply with all applicable present and future rules and regulations of the New York State Education Department, New York State Department of Transportation, New York State Department of Motor Vehicles, and South Colonie Central School District Policy 8414-R, copy of which is attached.
2. The Bidder must report to the South Colonie Central School District's transportation department, in writing, any traffic violations by bus drivers while in the performance of this bid. Such notice shall be made within forty-eight (48) hours. Failure to report any traffic violations to the South Colonie Central School District within the forty-eight (48) hours shall be a material breach and shall result in the termination of this contract and an assessment of damages against the successful Bidder.
3. All vehicles operated under this bid shall come to a full stop before crossing the tracks of any railroad or before crossing any state highway that is not controlled by a traffic officer or a traffic signal.
4. **Drivers shall remain in the vehicle at all times when children are aboard.**
5. When a driver leaves his or her seat, he/she must shut off the engine secure the brakes and close the door.
6. Drivers shall cooperate with designated school personnel.
7. Drivers shall be required to supervise and control the proper loading and unloading of pupils.
8. All pupils shall be picked up and dropped off only at designated stops and locations listed on any routes.
9. Buses shall hold emergency drills. Times and locations of such drills will be agreed upon between the successful Bidder and the Board.
10. The successful Bidder must be in compliance with federal alcohol and drug testing regulations for school bus drivers.

FORCE MAJEURE

1. Should the successful Bidder be unable to perform its contract for reasons including, but not limited to, pandemic, act of God, any act of nature, riots, strikes or wars then during the time in which it is impossible, or impracticable for the successful Bidder to perform then the school district shall not be responsible to pay the successful Bidder during the time that performance becomes impossible or impracticable.

GENERAL:

Any questions relating to the interpretation of specific items are to be addressed to Anjelieeque Martinez, Business Administrator/District Treasurer at (518)869-3576.

When South Colonie Central Schools are closed because of hazardous road conditions, transportation to the schools listed in the specifications will not be provided during the duration of the hazardous conditions. All school closings are announced on radio, displayed on television and posted on the school district web page.

The foregoing enumerated items contained in the specifications shall be deemed an integral part of any contract, which may be awarded by the Board of Education of the South Colonie Central School District. The terms herein shall be fully integrated by reference into any contract that may be awarded by the Board of Education of the South Colonie Central School District.

All information furnished by the South Colonie Central School District regarding anticipated hours, anticipated number of students, and anticipated stop information is merely for the guidance of bidders and without responsibility of any sort thereof attributable to the school district. South Colonie Central School District disclaims all warranties with respect to the accuracy of any information furnished by the South Colonie Central School District and disclaims all reliance with respect to such information. South Colonie Central School District shall not be liable in the event such information is inaccurate.

PIGGYBACKING:

The terms and conditions of this bid and any contract awarded hereunder may be extended to other governmental entities according to the relevant statutes of the state of New York permitting this action.

ASSIGNMENT OF CONTRACT:

The successful Bidder shall not hypothecate, give, mortgage, sublet, license, assign, transfer or delegate any or all of its rights or obligations under this bid or any contract awarded thereunder, voluntarily or involuntarily, by merger (whether or not successful Bidder is the surviving entity), operation of law or any other manner, including by sale of more than fifty (50%) percent of the successful Bidder's ownership interest, a sale of substantially all the assets of the successful Bidder, or a change in a majority of the board of directors or equivalent board of the successful Bidder (collectively, "Assignment"), without the prior written consent of the Board of Education of the South Colonie Central School District and approval of the New York State Commissioner of Education. Any purported Assignment in violation of this provision shall be null and void. Any attempt to make an Assignment in violation of this provision shall be a

material breach and default under this bid and the contract awarded thereunder which shall result in an assessment of damages against the successful Bidder.

STATE EDUCATION DEPARTMENT REASONABLE COST CLAUSE

All Transportation contracts will be subject by the State to a test of “reasonable cost” for purposes of approval and determining State Aid. Costs considered to be unreasonable will not be allowed in computing State Aid. Therefore, by being awarded a contract under these specifications, the successful Bidder agrees to refund to the District the difference between its charges to the District and the reasonable cost as determined by the State if the successful Bidder’s charges are in excess of this reasonable cost.

SPECIAL RULES FOR THE TRANSPORT OF STUDENTS WITH DISABILITIES:

Vehicles transporting severely disabled students shall require:

1. Individual seat and seat belt for each student. However, if more specialized seating or safety equipment is required, these will be supplied by parents or the program the child attends and shall be installed by the successful Bidder.
2. Door to door service.
3. That the driver provide assistance in placing severely disabled students in and out of vehicle.
4. That the driver supervise all disabled students at all times. No student with a disability shall be left unattended at a drop off time, either at school or at home.

ADDENDUM

1. The successful Bidder must comply with the guidelines issued by CDC with respect to the operation, maintenance and cleaning of the vehicles during COVID 19.
2. All bus drivers are required to wear a protective mask while driving the vehicle and must ensure that students entering the bus are wearing protective masks. Students not wearing protective masks are not allowed to enter the bus.
3. Open bus windows when possible for ventilation for air circulation in the vehicle.
4. No eating shall be allowed on the vehicle.
5. Each bus driver shall have his temperature taken daily and if a driver has a temperature higher than 100.4 then that driver shall not be allowed to operate his/her bus for a period of fourteen days or until tested for the COVID-19 virus and the results of the test are negative.
6. After the completion of each bus run the school bus driver must disinfect the entire bus with Clorox 360 or other approved CDC cleaning and disinfection products for COVID 19 and log the date and time the disinfection occurred.
7. In the event CDC issues other guidelines with respect to the operation, maintenance or cleaning of vehicles then the successful Bidder agrees to comply with those guidelines.
8. This Addendum is made a part of and is incorporated into the Bid Documents.

SOUTH COLONIE CENTRAL SCHOOLS

102 Loralee Drive
Albany, New York 12205

Phone: (518) 869-3576 Ex. 0460 FAX (518) 869-6481

EQUIPMENT DESCRIPTION FORM

ALL BIDDERS ARE REQUIRED TO LIST VEHICLES AND DESCRIBE EACH VEHICLE TO BE USED TO TRANSPORT PUPILS BASED ON THE VEHICLE REQUIRED AS FURTHER DESCRIBED ON THE ATTACHED SHEETS.

[illegible]

SOUTH COLONIE CENTRAL SCHOOLS

BID FORM

2023-2024 SCHOOL YEAR

PRIVATE TRANSPORTATION CONTRACTS

This proposal is submitted with the full understanding that all instructions to bidders, notice to bidders and all other specifications and notices pertaining to required transportation services for South Colonie Central School District have been read and fully understood by the bidder and will be complied with, and that they form a part of this bid.

There is attached hereto a statement listing the equipment to be employed as well as references and other information concerning experience, insurance coverage as is required to be furnished to South Colonie Central School District.

<u>BID NO.</u>	<u>SCHOOL(S) TO BE SERVED</u>	<u>PER DIEM PER BUS</u>	<u>*COST PER MILE</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

*The cost per mile will be used to calculate changes in the contract for adding or deleting students during the school year (see item 8, page 10).

1. Price should be based on the mileage, time, and/or vehicle type as indicated in the Bid No. For example, if Bid No. X requests bids for a 16 passenger van, equipped for two wheelchairs, including an aide for one or two hours for the morning and afternoon restricted to 60 miles per day, indicate the annual cost per vehicle for Bid No. X.

NOTE: The annual cost per bus is the cost for transportation for the entire school year. The annual cost will be divided by ten for a monthly cost. For partial months, e.g. the first month of actual transportation, the annual cost will be divided by 181 days for a daily cost and multiplied by the actual number of days of transportation.

Services of an aide/monitor will be specified on the bid number if required. In the event services are required after the bid opening, indicate the daily cost per aide: _____

BIDDER: _____

SIGNATURE: _____

TITLE: _____

ADDRESS: _____

TELEPHONE: _____

FAX NO.: _____

THE FOLLOWING MUST BE ATTACHED TO THIS BID FORM:

1. Bid Proposal Certification form (Non-Collusive Statement)
2. Certificate of Insurance from carrier
3. Bank Reference
4. Equipment Description Form
5. List of districts served in 2022-2023

***SOUTH COLONIE CENTRAL SCHOOLS
BID PROPOSAL CERTIFICATIONS***

Firm Name	
Business Address	
Telephone Number	Date of Bid

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

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

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

- (1) The prices in this bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- (2) Unless otherwise required by law, the prices which have been quoted in this bid have not 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 therefor. Where (a) (1) (2) and (3) above have not been complied with, the bid shall not be considered for award nor shall any award be made unless the head of the purchasing unit of the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

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

2. Any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate bidder for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors 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.

Signature (Authorized)

Title