

# **Germantown Central School District**

123 Main St, Germantown, New York 12526-5338

# **Request for Proposals**

"Transportation of Pupils"

All District school year main runs for students that reside and attend Germantown Central Schools.

## **PROPOSAL DUE DATE:**

Friday, March 15, 2024 @ 12:00 PM

## Proposals should be submitted to:

Germantown Central School District c/o Rebecca Van Alstyne, Transportation Coordinator 123 Main St Germantown, NY 12526

# Request for Proposal Transportation of Pupils 2024-2029

The Board of Education of the Germantown Central School District invites proposals to provide contract(s) for the transportation of student(s) July 1, 2024 through June 30, 2029. Proposals must be submitted in a clearly labeled envelope to Germantown Central School District, 123 Main St, Germantown, New York, 12526 Attn: Rebecca Van Alstyne, Transportation Coordinator by 12 p.m., Friday, March 15, 2024. Proposals must be completed in full, labeled clearly "RFP Transportation of Pupils 2024-2029" and include all requested documentation.

A copy of all Request for Proposal, general information, conditions, and specifications may be obtained from the District Business Office at 123 Main St, Germantown, New York, 12526 or by email at rvanalstyne@germantowncsd.org. The Board of Education reserves the right to reject any and/or all proposals and to waive any informalities discovered within.

Ryan Smith Business Administrator Rebecca Van Alstyne Transportation Coordinator

## **Germantown Central School District**

#### Transportation of Pupils 2024-2029

The Germantown Central School District (GCSD) hereby solicits sealed competitive proposals from respondents to provide "Transportation of Pupils" services to GCSD.

It is the purpose of this Request for Proposal (RFP) to select a proposer (or proposers) to provide the service(s) that will best satisfy the current and future requirements of GCSD.

This RFP does not commit GCSD to pay any costs incurred in the preparation of proposals. Further, GCSD reserves the right to accept or reject any or all proposals or any part of a proposal, if it is in its best interest to do so.

Any factual information contained in this RFP is for informational purposes only, and is subject to independent verification by the respondent.

#### SCHEDULE

The anticipated schedule of key events with regard to this proposal process is as follows:

RFP Issued	Friday, February 2, 2024
Deadline for initial questions	Thursday, February 22, 2024
Addendum and response to questions	Monday, February 26, 2024
RFP Due Date	Friday, March 15, 2024
Board of Education Award	Wednesday, April 10, 2024
District Voter decision for multi-year contract(s)	Tuesday, May 21, 2024
Services to Begin	Monday, July 1, 2024
Contract Terms	July 1, 2024 – June 30, 2029

The Germantown Central School District reserves the right to revise these dates.

#### **1. SUBMISSION OF PROPOSALS**

1.1 All Proposals must be submitted on the forms attached to this document. Such forms must be properly filled out in ink or typed and must be duly signed by the proposer or authorized representative of the proposing agency.

1.2 Proposals must be submitted in duplicate in a sealed envelope plainly marked upon the outside "RFP -Transportation of Pupils" and must be received in the Germantown Central School District, Business Office, 123 Main Street, Germantown, NY 12526 by 12:00 PM on Friday, March 15, 2024

1.3 Under the provisions of Chapter 751, Laws of 1965, amending Section 103-d of the General Municipal Law of New York, all Proposals submitted to a political subdivision of the State of New York must contain a non-collusive proposing certification attached to this document.

1.4 The Board of Education reserves the right to waive any informality, and to accept or reject any or all proposals in whole or as a part.

#### 2. INSURANCES

2.1 The successful proposer(s) shall, at all times during the term of any contract awarded him, carry public liability insurance in the following minimum amounts:

- 1. Bodily Injury Liability \$1,000,000 each accident
- 2. Bodily Injury Liability \$500,000 each person per accident
- 3. Property Damage Liability \$25,000 each accident

AND shall name on the insurance policy the Germantown Central School District as an additional interest insured. Certificates verifying the above insurance must be submitted to the school district by the successful proposer(s) within 2 weeks of being notified of award.

2.2 In the event a successful proposer is an employer subject to the regulations of the Workmen's Compensation Law of the State of New York a certificate verifying such coverage must be submitted to the school district by the successful proposer within 1 week of being notified of award.

2.3 The premium costs of all insurance required herein shall be the responsibility of the contractor, and all vehicles used to provide transportation under a contract with this school district shall be insured under the terms of the contract.

2.4 The proposer shall furnish copies of certificates of insurance to verify such coverage and must contain information stating:

1. that the policy will not be canceled nor coverage there under be reduced without thirty (30) day notice given to the District.

2. that similar thirty (30) day notice will be given to the District prior to the expiration of the policy if such coverage is not to be renewed or if the coverage is to be reduced upon such renewal.

2.5 The District reserves the right to make direct inquiry to the insurance carrier for an explanation of coverage and the proposer agrees to assist in obtaining any such desired information.

2.6 Should the contract be extended to subsequent years, the District reserves the sole right to review the limits of insurance coverage for the purposes of adjustment. The District shall notify the contractor in writing prior to inception of the new contract period, if there will be any adjustment to the insurance limits. Any additional cost for insurance shall be borne by the contractor.

#### 3. TERM OF CONTRACT AND PERIOD OF SERVICE

3.1 The term of the contract awarded to the successful proposer shall be from July 1, 2024 to June 30, 2029.

3.2 The times of the day during which service is required are indicated on the route specifications. However, the school district reserves the right to amend or adjust this time schedule as needs and conditions warrant. In the event that the service provided is no longer necessary the contract will be canceled with no liability to the district.

#### 4. COST CALCULATIONS, ROUTES AND SCHEDULES AND TRIPPING

4.1 The District's Transportation Coordinator or designee is the only person authorized to make changes in the routes, stops, or schedules and the contractor will assume the responsibility of informing all of their personnel in this regard. The District reserves the right to make route, stop, or schedule changes where it is in the best interest of the District. The District will be the sole party to determine any student's eligibility for pupil transportation.

4.2 The district will assume the costs for fuel to provide contracted transportation based on the number of miles per route and the estimated fuel usage per assigned vehicle.

4.3 The times of the day when service is required for each route are indicated on the detailed specifications. The school district reserves the right to amend or adjust the time schedules as needs and conditions warrant.

4.4 Transportation will be provided according to the Germantown School District published calendar for both School Year and Extended School Year (summer programming). A reduced number of vehicles and drivers may be required for extended school year and compensated at a per bus per hour rate. The District reserves the right to amend dates at the discretion of the Superintendent of Schools and the Board of Education.

4.5 The contractor must be able to accommodate alterations to the District's regular start and end times in instances of inclement weather or other emergencies. Specifically, the contractor needs to be able to accommodate a two or three hour delay to the start of the school schedule. The contractor also needs to be able to accommodate dismissal using the regular routes when school is dismissed early due to planned ½ day sessions, or due to early dismissal for inclement weather or emergency situations. The District will notify the contractor of all pre-planned alterations to the normal starting and ending times as soon as possible.

4.6 Any increase or decrease in the number of pupils being transported that does not increase the total round trip mileage on any bus will not affect the cost of the contract. To calculate the increased or reduced cost, the per mile cost shall be used for any miles above or below the 10% threshold.

Example: \$150.00 per day of attendance for 150 round trip miles equals a cost per mile of \$1.00. At a later date, two new students are added to the bus to attend any school and the new total mileage is now 190 miles. The district recognizes that increased mileage up to 10% (or reduced mileage up to 10%) does not change the price. Therefore, any additional miles above 165 (150 plus 10% of 150 = 165) will be added to the contract at \$1.00 per mile. The new contract price will be increased \$25.00 dollars (190 - 165 = 25). The new total will be \$175 per day. The cost per mile will remain at \$1.00 per mile. The same principle applies when students are removed from the route and the round trip mileage changes. The cost per day will not change until the round trip mileage is below 135 (150 miles less 10% of 150 = 135). Any dramatic difference in the initial round trip mileage, as stated in the specifications, will be settled between district and contractor before the contract is signed.

If the bus only transports one student and that student does not attend school on a particular day, the district does not pay for that day. If the bus transports multiple students and one student is transported then the district pays the daily rate as if all were transported. Section 9.4 addresses termination of the contract.

Any time the cost of the contract is to be changed, a letter from the District will be sent to the contractor with an explanation of the circumstances and details relevant to starting dates and prices. The letter will require the contractor to sign the letter as an agreement and such letter will be an addendum to the initial contract submitted to NYS Department of Education.

4.7 Add/Delete Clause - Should changes in the District operation require an increase or decrease in the number of vehicles needed to properly operate the program(s), the Contract will be amended to reflect the change by using the bid amount quoted per vehicle on the "Form of Proposal" These costs shall reflect the appropriate renewal increases.

4.8 If a designated contract bus is shared with other school districts, the School District must be notified at the time of proposing or if the successful contractor wishes to add students to the bus at a future date, then permission must be obtained from the Transportation Coordinator. In the event students from other districts are being transported on the bus, and subsequently the Germantown Schools has a need to add students and the bus has no more available seats, the district has the option:

1. to terminate the contract any time within 30 days or,

2. to mandate that the Contractor must provide service under the existing contract provided that; our contract for service was signed prior to the other school district's contract for the students on the route.

#### 5. VEHICLES AND VEHICLE PERFORMANCE

5.1 The successful proposer will be expected to provide a vehicle to serve each route with a seating capacity sufficient to accommodate without standees, the maximum number of students indicated for each trip in the specifications. At no time shall the number of people carried in any vehicle be in excess of the stated pupil capacity of the vehicle.

5.2 The successful proposer will be expected to provide adequate and timely transportation of full student and staff population in the event of an emergency evacuation. The District reserves the right to declare such emergency and/or drills of the same nature. Proposers awarded partial contract will be allowed and expected to work in conjunction with any other awarded contractor to meet the emergency transportation needs of the District. The total estimated number of passengers in this event is 485 students, 155 staff.

5.3 The successful proposer shall comply with all the requirements of Article 19-A of the New York State Vehicle and Traffic Law and Regulations issued pursuant thereto. The successful proposer shall also comply with statutes and regulations of the New York State Department of Transportation, New York State Department of Motor Vehicles, New York State Department of Education, and any other Federal statute or regulation or applicable law having jurisdiction over pupil transportation in New York State. To the extent that the provisions of the statute and regulations conflict with any part of the proposing documents, the statute and regulations shall prevail.

5.4 The District reserves the right to review and request copies of Article 19-A records at any time during the period of the contract.

5.5 The contractor must, at all times, maintain assigned buses in proper operating order. The contractor shall provide substitute vehicles to replace buses that are out of service for maintenance, repairs or inspection.

5.6 Each vehicle awarded contract shall have a sign conspicuously placed on both sides of the bus indicating the assigned route number or destination. Signage must be of sufficient size to be seen at a distance of at least 30 feet, pursuant to New York State Department of Transportation or any other applicable law or regulation.

5.7 All vehicles in connection with this contract shall be cleaned on the interior daily and the exterior must be maintained in clean condition.

5.8 The Contractor will install and maintain current and accurate GPS tracking systems on all student transport vehicles. The contractor will be responsible for the immediate repair of any systems that need attention.

5.9 Assigned Vehicles shall possess and maintain fully operational digital video monitoring of the inside of the bus. Video footage obtained during the transportation of pupils is the sole possession of the District. Proposing contractor agrees to provide timely and adequate access to video footage at the request of the District Transportation Coordinator and/or administration as needed.

5.10 All assigned vehicles will be equipped with two-way radios. CB units are not acceptable. Proof of radio equipment must be made within 5 days of contract award. The contractor agrees to have all drivers utilize 75 watt two-way radios. Cell phones shall not be used while the bus is in motion including hands-free service.

5.11 The proposal must address the location of bus parking and storage and the repair and maintenance facility. The facility or facilities must be located in a reasonable distance so as to provide quality and timely service on a daily basis and in case of emergencies. Failure to address the location or to provide an unreasonable location will affect scores on Fleet inspection, maintenance schedule and safety.

#### 6. STAFFING REQUIREMENTS

6.1 The contractor shall be responsible for providing a dispatcher who is available by phone the entire time that the buses are on the roads transporting District students.

6.2 The Proposer- must employ a Safety Supervisor(s) who is a NY State Department of Motor Vehicle-certified Article 19-A Examiner and a NY State Education Department certified School Bus Driver Instructor (SBDI).

6.3 The proposer agrees to supply and maintain a minimum of one driver per vehicle assigned as a result of award of this contract. Substitute drivers must also be maintained on staff in the event of assigned driver absence.

6.4 The proposer must employ a minimum of two vehicle mechanics to maintain appropriate operation of all assigned vehicles according to New York State Department of Transportation regulations and any other applicable federal and state laws.

6.5 Each driver and/or bus attendant performing services pursuant to the Contract shall be involved in all Safety Programs which are or may be required by the laws, rules, and regulations of the State of New York.

6.6 All transportation personnel shall be the responsibility of the Contractor and shall be the Contractor's employees.

6.7 All school bus drivers, mechanics and bus monitors must meet all legal and regulatory requirements for holding their respective positions and shall in all respects be in compliance with all requirements of law, ordinance or regulation of the Commissioner of Education, including all required driving, licensing, training and certification. In addition, the Contractor will be responsible for fulfilling the fingerprinting requirements, background check requirements, and drug and alcohol testing requirements pursuant to all Federal Department of Transportation, State Education Department, State Department of Motor Vehicles regulations, and State law.

6.8 The Contractor agrees that the District Transportation Coordinator or its Superintendent of Schools shall have the right to remove any person. The Board reserves the right, in the exercise of its sound discretion, to reject drivers or bus monitors or to direct that they be replaced, without being limited to considerations of health and driving records.

#### 7. REGULATIONS PERTAINING TO VEHICLES, DRIVERS, EMERGENCY DRILLS, AND PUPIL BEHAVIOR/DISCIPLINE

All successful proposers will be expected to abide by and conform to all applicable provisions of the New York State Vehicle and Traffic Law, New York State Education Law, the rules and regulations of the Commissioner of Education and the Policies and Regulations of the Germantown Central School District pertaining to the following:

1. Vehicles - inspection, color signs, markings, lights, seat belts and the like.

2. Drivers - approval, training, physical examinations, drug testing, licensing and the like.

3. Pupil discipline - responsibility for reasonable behavior, reporting of pupil behavior infractions and the like.

4. Emergency drills - assist in the conduct of required emergency drills by school officials.

#### 8. CONTRACT PAYMENTS

Payments for contract service will be paid within 30 days of invoice submission. It is the responsibility of the contractor to provide the school district with detailed monthly invoices referencing the specific contract.

#### 9. ASSIGNMENT/AWARD OF CONTRACT

8.1 Neither the contract nor any interest therein or payments to be made there under shall be assigned, transferred or otherwise disposed of without prior written consent from the Board of Education of the Germantown Central School District and such consent may be withheld for any reason whatsoever, completely at the discretion of the Board of Education.

8.2 The Contractor may not engage subcontractors, hire others to perform all or part of his agreement or otherwise delegate his obligations to perform under the contract.

8.3 Pursuant to Section 156.12 of the Commissioner of Education Regulations, the Board of Education intends to award the bid based upon an evaluation of proposals in accordance with the established criteria:

Category	Weight
Previous experience of proposer in school transportation	3
Number of years company has been in operation	3
Safety Program	10
Accident History	5
Record of Drivers	5
Fleet list and inspection records	8
Maintenance schedule of vehicles	8
Financial analysis	5
Insurance requirements	8
Cost – points to be prorated on percentage over lowest cost	45
Total	100

8.4 Award of multi-year contract(s) must obtain Germantown School District voter approval per NYS Transportation law. Board of Education approved contract(s) will be presented for district voter approval on Tuesday, May 21, 2024.

#### 9. CONTRACT CONDITIONS

9.1 The terms and conditions and specifications as outlined in the proposal offering will be incorporated and made part of any ensuing contract.

9.2 The contractor agrees to Section 305, Paragraph 14.a of the New York State Education Law which provides that district transportation contracts are generally subject to approval by the Commissioner of Education who may disapprove the contract for reasons which would be stipulated at that time.

9.3 The contract which is signed and executed by both parties is a standard contract provided and required by the State Education Department. Any renewal contracts must be signed and executed as required by the State Education Department.

See Section 4.6 for additional information to aid in explanations of addendum to initial contracts. The General Specifications, Detailed Specifications and Proposal Form as provided are understood to be part of the contract when it is executed and signed at a later date with the successful proposer.

#### 9.4 Termination of the Contract

The Germantown School District shall have the sole right to terminate the contract or have the contract price reduced when a reduction of students or a reduction of miles or any other change in existing conditions indicates that the cost of services should be reduced. This option to terminate or reduce the contract price is solely at the discretion of the School District.

The District may terminate any contract immediately whenever a condition exists or service is not provided as prescribed within the general or specific specifications or any time services is not maintained in a professional, proper and efficient manner. There are also other reasons to terminate the contract as stated in Section 4, 5 and 6.

In submitting a proposal for services, the proposer acknowledges he is fully informed as to the meaning of the information contained in the NOTICE TO PROPOSERS, CONDITIONS, SPECIFICATIONS, and the SPECIAL INSTRUCTIONS.

The Board of Education reserves the right to award proposals on individual items or on total proposal prices. The successful proposer must honor their proposal price for a period of 45 days following initial submission. Contracts will be awarded contingent upon Board of Education and voter approval.

The proposer certifies that he will furnish, at the prices herein quoted, the materials, equipment, staffing and/or services as stated in this proposal.

Authorized Signature	Date	Company Name
	Date	company Name
Printed Authorized Representative	Company Stree	t Address
Company Telephone Number	City/State/Zip C	Code
Company Email Address	Company Webs	ite (if applicable)

#### **CRITERIA**

Please respond below or provide answers in an attached document. If provided in an attached document, indicated "See attached" next to the criteria below, and the attached material must be clearly labeled Criteria "Number".

Criteria 1: Describe your previous experience in transporting pupils: 3% weighting

Criteria 2: Number of years in which proposing contractor has been in operation. Identify the name of each transportation company which you have ever been an owner or manager, if applicable: 3% weighting

Criteria 3: Describe any safety programs implemented by your company: 10% weighting

Criteria 4: Provide a list and brief explanation of all motor vehicle accidents under the control of the contractor in New York State during the past 3 years: (Note, includes accidents that may have occurred outside of New York state) 5% weighting

Criteria 5: Provide a list of each New York State driver employed by the contractor currently and during the last 3 years. Note those who have received a citation, identify the type of citation and indicate whether the employee still works for the contractor: 5% weighting

Criteria 6: Provide inspection records and model year of each of the motor vehicles under the control of the contractor in New York State: 8% weighting

Criteria 7: Provide maintenance schedules of the motor vehicles under the control of the contractor in New York State: 8% weighting

Criteria 8: Provide a financial analysis of the contractor: 5% weighting

Criteria 9: Provide documentation of compliance with motor vehicle insurance requirements in New York State: 8% weighting

Criteria 10: Total Cost of Proposal: 45% weighting

## **Specifications**

The following pages contain addresses and route assignments that are as previously assigned in past school years. Each route is subject to change per the discretion of the district Transportation Coordinator. Contractor suggestions will be considered. Routes are anticipated to operate approximately three to four hours in total driving time daily.

Please note that the District requires the same side pick up and drop off for all stops on Route 9G. Each route specification will include an estimated number of student passengers, estimated first pick up time, and approximate miles per trip based on 2023 non-pupil decimal calculations.

The district requests that buses not arrive at the bus circle prior to 7:40 am to avoid an excess of idle time on the bus especially in severe weather. Students are released for arrival as follows; 7:45 Students wishing to participate in breakfast, 7:55 am remaining students are released from the bus for arrival. Dismissal begins at 2:30 for PreK students and all buses depart the district at 3:00 pm.

Each route may be bid on individually or as a whole. Included in this Request for Proposal are additional contracts for Sports and Field Trips and Questar BOCES in Hudson. Said contracts will be considered as separate contract agreements to be submitted to the GCSD Board of Education and NYSED Pupil Transportation for Commissioner approval.

Route	Proposed Annual Cost (daily rate x 184 days of service)				
	24-25	25-26	26-27	27-28	28-29
Route 1					
Route 2					
Route 3					
Route 4					
Route 5/7					
Route 9					
Route 11					
Route 12					
Route 13					
Special Transport Vehicle					
Routes 1-13 + ST Vehicle as a whole					
Aide/Attendant					
Questar BOCES					
Sports/Field Trips					
Per bus/per hour a/b					

Estimated number of student passengers = 47 Estimated a.m. start drive time = 6:55 am Estimated trip miles = 22.9

	1 1
Household Address	
136 White Oak Rd	Elizaville
522 Snyderville Rd	Elizaville
1877 County Route 8	Elizaville
189 Hull Rd	Elizaville
222 Hull Rd	Elizaville
244 Hull Rd	Elizaville
270 Hull Rd# Stop 15	Elizaville
285 Hull Rd	Elizaville
12 Marty Rd	Elizaville
30 Marty Rd	Elizaville
38 Marty Rd	Elizaville
17 Bacon Dr	Elizaville
156 Kozlowski Rd	Germantown
57 Benton Rd	Elizaville
86 Bacon Drive	Elizaville
343 Taghkanic Rd	Elizaville
135 Taghkanic Rd	Elizaville
156 Taghkanic Rd	Elizaville
207 Taghkanic Rd	Elizaville
260 Taghkanic Rd	Elizaville
358-stop 46 Taghkanic Rd	Elizaville
24 North Gold Road	Elizaville
224 Deer Haven Road	Elizaville
182 Deer Haven Road	Elizaville
42 Deer Haven Road	Elizaville

Estimated number of student passengers = 37 Estimated a.m. start drive time = 7:00 am Estimated trip miles = 23.3

Household Address	
636 New Forge Rd	Ancram
687 New Forge Road II	Ancram
965 New Forge Rd	Ancram
1877 County Route 8	Elizaville
1814 County Route 82	Ancram
1940 County Route 82	Ancram
34 East Pond Lily Rd	Ancram
30 Duhig Rd	Elizaville
1973 County Route 8	Elizaville
37 Hull Rd	Elizaville
2553 County Route 8	Elizaville
166 Stove Pipe Alley	Elizaville
2865 County Route 8	Elizaville
2159 County Route 8	Elizaville
2030 County Route 8	Elizaville
1911 County Route 8	Elizaville
1158 County Route 8	Germantown
850 County Route 8	Germantown
420 Main St	Germantown
260 Main St	Germantown
273 Main St	Germantown
492 Hover Ave	Germantown

Estimated number of student passengers = 37 Estimated a.m. start drive time = 7:00 am Estimated trip miles = 9.2

Household Address	
3891 Route 9G	Germantown
3691 Route 9G	Germantown
3639 Route 9G	Germantown
3513 Route 9G	Germantown
726 Woods Rd	Germantown
737 Woods Rd	Germantown
1 Firehouse Rd	Germantown
204 County Route 6	Germantown
276 County Route 6	Clermont
283 County Route 6	Germantown
335 County Route 6	Germantown
440 County Route 6	Germantown
3874 Route 9G	Germantown
722 Church Ave	Germantown
715 Church Ave	Germantown
95 Mountain View Rd	Germantown
11 Mountain View Rd	Germantown
1227 Woods Rd	Germantown
1207 Woods Rd	Germantown
3922 Route 9G	Germantown

Estimated number of student passengers = 34 Estimated a.m. start drive time = 7:15 am Estimated trip miles = 20.4

Household Address	
24 Elm Street	Hudson
1 Elm Street	Hudson
133 Maple Ln	Hudson
5 Pine Street	Hudson
85 Scudderhook Road	Hudson
106 Scudderhook Road	Hudson
492 Hover Ave	Germantown
565 County Route 19	Elizaville
56 Lynk Rd (intersection Lynk & Route 19)	Hudson
471 County Route 19	Hudson
13 Twin Dr	Hudson
22 Twin Dr	Hudson
61 Twin Dr	Hudson
245 Wire Rd	Germantown
305 Wire Rd	Germantown
211 Est Pkwy	Germantown
430 Hover Ave	Germantown
440 Hover Ave	Germantown
480 Hover Ave	Germantown
489 Hover Ave	Germantown
492 Hover Ave	Germantown
541 Hover Avenue Ext.	Germantown

# Route 5/7

Estimated number of student passengers = 48 Estimated a.m. start drive time = 6:55 am Estimated trip miles = 26.7

Household Address		Household Address	
4914 Route 9G	Germantown	137 County Route 10	Germantown
5226 State Route 9G	Germantown	85 County Route 10	Germantown
5260 Route 9G	Germantown	31 County Route 10	Germantown
221 White Birch Rd	Hudson	156 Camp Creek Rd	Germantown
571 White Birch Rd	Germantown	155 Camp Creek Rd	Germantown
13 Fox Creek Road	Germantown	120 Camp Creek Rd	Germantown
602 White Birch Rd	Germantown	36 Camp Creek Rd	Germantown
229 Cold Spring	Germantown	15 Camp Creek Rd	Germantown
23 Memory lane	Germantown	5150 Route 9G	Germantown
31 Memory Lane	Germantown		
Cedar Lane	Germantown		
49 Klibar Rd	Germantown		
993 County Route 10	Germantown		
469 County Route 10	Germantown		
3815 County Route 10	Germantown		
57 Clearview Road	Germantown		
277 County Route 10	Germantown		
243 County Route 10	Germantown		
22 Wire rd	Germantown		
10 Wire Rd	Germantown		

Proposed Daily Rate: \_\_\_\_\_

Estimated number of student passengers = 41 Estimated a.m. start drive time = 7:30 am Estimated trip miles = 14

Household Address	
4809 State Route 9G	Germantown
4765 Route 9G	Germantown
4721 State Route 9G	Germantown
4655 Route 9G	Germantown
4651 Route 9G	Germantown
4395 Route 9G	Germantown
4387 Route 9G	Germantown
4340 Route 9G	Germantown
11 Anchorage Road	Germantown
46 Anchorage Road	Germantown
136 Northern Blvd	Germantown
196 Northern Blvd	Germantown
327 Northern Blvd	Germantown
353 Northern Boulevard	Germantown
376 Northern Blvd	Germantown
386 Northern Blvd.	Germantown
211 Eastern Pkwy	Germantown
118 Sharpe's Landing Rd	Germantown
4478 Route 9G	Germantown
4328 State Route 9G	Germantown
4314 Route 9G	Germantown
11 Crawford Ln	Germantown

Estimated number of student passengers = 36 Estimated a.m. first pick up = 7:20 am Estimated trip miles = 9.6

Household Address	
174 Maple Ave	Germantown
157 Maple Ave	Germantown
60 Maple Ave	Germantown
13 Church Ave	Germantown
23 Church Ave	Germantown
33 Church Ave	Germantown
90 Banks Ln (Corner of Banks & Church)	Germantown
97 Church Ave	Germantown
404 Church Ave	Germantown
574 Church Ave	Germantown
576 Church Ave	Germantown
457 Viewmont Rd	Germantown
410 Viewmont Rd	Germantown
367 Viewmont Rd	Germantown
3 Viewmont Rd	Germantown
6 Palatine Pk. Rd	Germantown
20 Palatine Pk. Rd	Germantown
36 Maple Ave	Germantown
119 Cheviot Rd. Ext.	Germantown

Proposed Daily Rate: \_\_\_\_\_

Estimated number of student passengers = 48 Estimated a.m. first pick up = 7:10 am Estimated trip miles = 29.6

Household Address	
219 Dales Bridge Rd	Germantown
51 Calendar House Rd.	Elizaville
1185 County Rt 19	Germantown
1115 County Route 19	Elizaville
649 County Route 19	Elizaville
634 County Route 19	Elizaville
1621 Blue Hill Rd	Germantown
229 Cold Spring Rd	Hudson
20 Elm Street	Hudson
17 Elm Street	Hudson
8 Elm St	Hudson
4 Elm Street	Hudson
140 Maple Ln	Hudson
217 Maple Ln	Hudson
101 Hover Ave	Germantown
105 Hover Ave	Germantown
114 Mill Rd	Germantown
25 Helsley Rd	Germantown
116 Mill Rd	Germantown
166 Mill Road	Germantown
709 Cty Rt 19	Ancram
86 Bacon Drive	Elizaville

Estimated number of student passengers = 49 Estimated a.m. first pick up = 7:20 am Estimated trip miles =

Household Address		Household Address	
197 South Rd	Germantown	32 Cemetery Rd	Germantown
237 South Rd	Germantown	152 Cemetery Rd	Germantown
761 County Route 6	Germantown	158 Cemetery Rd	Germantown
197 South Rd	Germantown	167 Cemetery Rd	Germantown
132 South Rd	Germantown	11 East Camp Rd	Germantown
841 County Route 6	Germantown	247-2 East Camp Rd	Germantown
3 Cedar Hill Rd	Germantown	307 East Camp Rd	Germantown
322 Nevis Rd	Tivoli	343 East Camp Rd	Germantown
227 Nevis Rd	Germantown		
241 Nevis Rd	Tivoli		
130 Moore Rd.	Germantown		
156 Moore Rd.	Germantown		
202 Moore Rd.	Germantown		
227 Moore Rd.	Germantown		
274 Moore Road	Germantown		
79 Lasher Ave	Germantown		
64 Lasher Ave	Germantown		
61 Lasher Ave	Germantown		
327 Northern Blvd	Germantown		

Proposed Daily Rate: \_\_\_\_\_

## **Special Transportation Vehicle**

This vehicle will be used to transport students requiring door to door, small bus, and/or any other transportation accommodations. Run requires a 20/22 passenger or smaller vehicle and an aide/attendant.

Estimated number of student passengers = 8 - 10 Estimated a.m. first pick up = 7:10 am Estimated trip miles =

Household Address	
78 Church Ave	Germantown
150 Old Manorton Rd	Elizaville
177 Walkers Mill Rd	Tivoli
12 Main St	Germantown
5 Elm Street Apt	Hudson
4655 Route 9G	Germantown
28 Cheviot	Germantown

## Proposed Daily Rate: \_\_\_\_\_

## Aide/Attendant Proposed Daily Rate: \_\_\_\_\_

## Aide/Attendant

In the event the district requests the contractor to employ an aide/attendant to ride on any of the designated routes, including but not limited to the Special Transportation Vehicle, the proposer must provide a daily and annual rate where indicated.

Proposed Daily Rate: \_\_\_\_\_

## **Questar BOCES**

This route makes four trips daily to/from Questar Donald Kline campus located at 131 Union Turnpike, Hudson, NY. The district agrees to the use of a vehicle transporting main run students for this route.

Estimated number of student passengers per trip = 15-25 dependent on program enrollment Estimated a.m. first pick up = 8:00 am Estimated trip miles =

8:00 am - GCSD Bus Circle to Questar BOCES

10:30 am – Pick up GCSD Main Entrance (123 Main St, Germantown) and exchange of students at Questar BOCES

11:00 am – Return to GCSD Main Entrance

1:45 pm – Pick up at Questar BOCES for return to GCSD Main Entrance

Proposed Daily Rate: \_\_\_\_\_

## Sports/Field Trips

Award of this contract signifies that the awarded contractor will provide transportation as requested to various locations with exceptions for time and distance at an hourly rate. The proposer agrees to work with the District Transportation Coordinator and the District Athletics Director to coordinate a schedule of events.

20/22 Passenger Vehicle Proposed Hourly Rate: \_\_\_\_\_

60/66 Passenger Vehicle Proposed Hourly Rate: \_\_\_\_\_

## Per Bus/Per Hour

a. 20/22 Passenger Vehicle Proposed Hourly Rate: \_\_\_\_\_\_

b. 60/66 Passenger Vehicle Proposed Hourly Rate: \_\_\_\_\_\_

#### NON-COLLUSIVE PROPOSING CERTIFICATION

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

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

(1) The prices in this proposal 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 proposer or with any competitor;

(2) Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the proposer and will not knowingly be disclosed by the proposer prior to opening, directly or indirectly, to any other proposer or competitor; and

(3) No attempt has been made or will be made by the proposer to induce any other persons, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition."

A proposal 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 proposer cannot make the foregoing certification, the proposer shall so state and shall furnish with the proposal a signed statement which

sets forth in detail the reasons therefor. Where A (1), (2), and (3) above have not been complied with, the proposal 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 proposal is made, or his designee, determine that such disclosure was not made for the purpose of restricting competition. The fact that a proposer (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or 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 proposal, does not constitute without more, a disclosure within the meaning of subparagraph one (a).

Any proposal hereafter made to any political subdivision of the state or any public department, agency or official thereof by a corporate proposer for work or services performed or to be performed or goods sold or to be sold, where competitive proposing is required by statute, rule, regulations, or local law, and where such Proposals contain the certification referred to in subdivision one of the section, shall be deemed to have been authorized by the board of directors of the proposer, and such authorization shall be deemed to include the signing and submission of the proposal and the inclusion therein or the certificate as to non-collusion as to the act and deed of the corporation.

Authorized Representative Signature	Title
Company Name	
Business Address	

#### **IRAN DIVESTMENT ACT CERTIFICATION**

As a result of the Iran Divestment Act of 2012 (Act), Chapter 1 of the 2012 Laws of New York, a new provision has been added to the State Finance Law (SFL), § 165-a, 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), 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 proposal in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Proposer/Contractor (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/Contractor is advised that once the list is posted on the OGS website, any Contractor seeking to 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 renewed, extended or assigned that it is not included on the prohibited entities list.

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

The District reserves the right to reject any 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.

Authorized Representative Signature	
Print Name:	
Title:	
Company Name:	-
Date:	

#### **INDEMNIFICATION AGREEMENT**

The Contractor agrees:

- (a) that except for the amount, if any, of damage contributed to, caused by or resulting from the negligence of the District, the Contractor agrees to indemnify and hold harmless the Germantown Central School District, its officers, employees and agents from and against any and all liability, damage, claims, demands, costs, judgments, fees, attorney's fees or loss arising directly or indirectly out of the performance or failure to perform hereunder by the Contractor or third parties under the direction or control of the Contractor; and
- (b) to provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of the Agreement and to bear all other costs and expenses related thereto.

Name of Proposer/Proposer

Signature of Authorized Official

Printed or Typed Name of Authorized Official and Title

Notary Public

Sworn Before Me this Date \_\_\_\_\_