

Putnam Valley Central School District

Request for Proposal **Automobile Driver Education Services**

RFP #2021-22-01

Proposal Submission Due: 2pm on August 16, 2021

Submit Proposal to the Attention of:

Putnam Valley Central School District
Attn: Ms. Jill Figarella, Business Official
171 Oscawana Lake Road
Putnam Valley, New York 10579

The Putnam Valley Central School District, hereinafter referred to as “the District”, invites proposals from qualified individuals and firms, hereinafter referred to as “Vendor”, to perform services as requested in the scope of work to meet the needs of the District and the requirements of the New York State Education Department for Driver Education Services.

In accordance with law and the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of Section 103 of General Municipal Law. The criteria to be used in evaluating proposals will be:

- Qualifications
- Experience
- Demonstration of ability to meet District timetables for the work
- Required insurance

1. Objective

The District requests proposals from qualified firms interested in providing the road training (in-car) portion of a Driver Education program. The District seeks a firm with New York State Education Department and New York State Department of Motor Vehicles Licenses and Certifications to perform driver training for high school aged students. Vendors must have flexibility to offer multiple cars if needed to meet student demand.

Proposal Submission

Proposals must be clearly labeled and submitted to the Interim Assistant Superintendent for Business, Business Office located at 171 Oscawana Lake Road, Putnam Valley, New York, on or before 2:00pm prevailing time, on August 16, 2021. There is no expressed or implied obligation for the District to reimburse responding individuals or firms for any expenses incurred in preparing quotations, attending interview(s) or responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the vendor Unopened.

Contract Term

This RFP covers the following periods:

September 1, 2021 - June 30, 2022 (School Year Program)

The District shall have the option to renew for additional one-year periods, at the discretion of the District. One-year period extensions will be at the same cost to the District or not greater than a CPI increase, as mutually agreed between the parties.

2. Scope of Services

The Vendor Shall:

- Provide in-car driver education training to eligible high school aged students in accordance with NYS Department of Motor Vehicles (NYSDMV) regulations, NYS Education Department (NYSED) regulations, curriculum and guidelines, and NYS law, including any changes that may occur from time to time.
- Provide in-car instructors who are licensed by NYS to perform driver training for high school age students, and are certified by NYSED to be instructors for high school age students.
- Provide well maintained late model 4 door vehicles, intermediate size or larger, with seating for up to 4 passengers and the driver. All vehicles must have valid NYS inspection, be properly equipped with additional instructor brake on the passenger side of the car, have appropriate safety equipment including five sets of seat belts, signs indicating that the car is being used for driver education, and meet all other requirements for NYSDMV and NYSED driver education vehicles. Substitute cars must be available to replace disabled vehicles immediately as necessary.
- Provide a central contact person who shall be in regular communication with the High School Principal or his/her designee.
- Complete and timely provide all necessary paperwork and filings with NYSED and NYSDMV to assist students in obtaining a NYS driver's license.
- Complete and timely file all necessary paperwork and filings in the event of an accident.
- Provide proof of workers' compensation insurance.
- Provide the following insurance requirements:

Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the contractor/permittee hereby agrees to effectuate the naming of the district as an unrestricted additional insured on the contractor's/permittee's insurance policies, with the exception of workers' compensation.

The policy naming the district as an additional insured shall:

- be an insurance policy from an A.M. Best rated "secured" or better, New York State admitted insurer;
- provide for 30 days notice of cancellation;
- state that the organization's coverage shall be primary coverage for the district, its Board, employees and volunteers;

In addition, the certificate of insurance shall include a copy of the endorsement granting additional insured status to the district. If an ISO endorsement is used, the specific endorsement can be identified on the certificate in lieu of producing the endorsement.

The contractor/permittee agrees to indemnify the district for any applicable deductibles.

Required Insurance:

- **Commercial General Liability Insurance**

\$5,000,000 per occurrence/ \$5,000,000 aggregate. Sexual misconduct coverage of at least \$1 million limit should be included.

- **Automobile Liability**

\$5,000,000 combined single limit for owned, hired and borrowed and nonowned motor vehicles.

- **Workers' Compensation and NYS Disability**

Statutory Workers' Compensation (C-105.2 or U-26.3); and NYS Disability Insurance (DB-120.1) for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable. A person seeking an exemption must file a CE-200 Form with the State. The form can be completed and submitted directly to the WC Board online.

- **Excess/Umbrella Insurance** (Optional for small contracts)

Amounts to be determined by size of contract and exposure. Options include: \$5,000,000 each occurrence and aggregate; \$10,000 SIR

Contractor/permittee acknowledges that failure to obtain such insurance on behalf of the district constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the district. The contractor/permittee is to provide the district with a certificate of insurance, evidencing the above requirements have been met, prior to the commencement of work or use of facilities.

The district is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The contractor further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the district but also the NYSIR, as the district's insurer.

- Provide all fuel and regular maintenance for the vehicle(s) at Vendor's sole expense, with no additional charge to the student(s) or District.

3. Proposal Format

The District's draft contract is attached.

Vendors must clearly state cost per student for each student for (1) the in-car driver education program for the School Year sessions (September - June) and (2) for the Summer Session (July - August). If there are quantity price breaks, vendors must state those breaks clearly.

All payments to the vendor shall be made net 30 days from date of receipt of invoice and no payment shall be made prior to rendering of service. It is anticipated that payment will be made halfway through the program and at the end of the program after all of the required paperwork has been completed and filed. Students who enroll in the class and drop out within the first week of class shall be charged no more than a \$50.00 fee.

Vendor proposals must include proof of insurance, proof of license under NYS law and regulations to operate a driving school and provide the in-car portion of a driver education program, and proof of certified and licensed driving instructors.

All proposals must consist of complete contract cost and pricing information. Incomplete submissions will not be considered for award. Proposals should not be excessively long, and should be submitted in a format that permits copying for review (please do not bind proposals, loose sheets with a paper clip or single staple are preferred). Only two copies of each proposal will be accepted; one copy titled, "ORIGINAL" and the second title, "COPY". All materials submitted in response to this request for quotation shall become the property of the District.

4. Termination of Contract

Any contract agreed to under this Request for Proposal is subject to termination by the Board of Education with thirty (30) days prior written notice. Any documents, presentations, or training material generated by the Vendor are the sole property of Putnam Valley Central School District.

5. Right to Reject Requests for Proposal

The District reserves the right to reject any and all proposals received under this Request for Proposal. The District reserves the right to waive immaterial irregularities in the documents or to insist on strict compliance with the RFP requirements as may be in the interests of the District.

6. Certifications

The proposer must execute the Bid Proposal Certifications attached to this RFP:

BID PROPOSAL CERTIFICATIONS

Firm Name: _____

Business Address: _____

I. General Bid Certification

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

II. Non-Collusive Bidding Certification

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

1. 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 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 a bidder (a) has published price lists, rates, or tariffs covering items being procured, (b) has informed prospective customers or proposed or pending publications

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.

III. Iran Divestment Certification

By submission of this bid, the bidder and each person signing on behalf of the bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, each bidder is not on the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law (the list created and maintained by the NYS Office of General Services cataloging significant investment in the Iranian energy sector).

IV. Debarment and Suspension Certification

To ensure that a school authority does not enter into a contract with a debarred or suspended company or individual, each school authority must require that each responsive bidder include a certification statement with each bid on each contract. By signing the certification statement, the bidder certifies that neither it nor any of its principals (e.g., key employees) have been proposed for debarment, debarred, or suspended by a Federal agency. It is the responsibility of each bidder to sign the certification statement and submit it with any bid. A school authority may rely upon the certification statement submitted by a bidder unless school authority personnel know that the certification is in error. In such cases, the school authority should contact the State agency for confirmation of the bidder's status relative to debarment and suspension.

Signature (Authorized)

Title

Date

CONTRACT TO CONDUCT A DRIVER EDUCATION PROGRAM

AGREEMENT between _____ (“_____”), duly licensed to operate a Driver Education Program in the State of New York, and PUTNAM VALLEY CENTRAL SCHOOL DISTRICT, 171 OSCAWANA LAKE ROAD, PUTNAM VALLEY, NY (the “District”) for the purpose of providing services for the road training portion of a Driver Education Program.

1. The instruction provided under this Agreement shall give each student, age 16 or older, at least the minimum amount of knowledge and experience, as required by New York State law, so that the student can qualify for an operator’s license.

2. _____ shall provide each student with a minimum total of six hours of actual behind-the-wheel driving instruction, and a minimum of 18 hours driving observation, for a total of 24 hours of driving training. Students shall concurrently be receiving classroom instruction at the facilities of the District, consisting of lecture and book work from a certified New York State driver education teacher supplied by the District. Upon the District’s request, _____ shall recommend certified driver education teachers to conduct the classroom portion of the driver education program, for the District’s review and approval.

3. All instruction shall begin and terminate at Putnam Valley High School (the “High School”). The specific schedule for classes shall be mutually agreed upon between the parties prior to the beginning of each semester.

4. _____ shall maintain student records, provided by _____, for each student. These records shall be signed by the teacher indicating the time spent behind the wheel and in observation for each session. During, and at the conclusion of the course, the record remains the property of the District and shall be made available at any point during the course, at the request of the High School Principal or Superintendent of Schools. All student records shall be kept confidential by _____, its officers, employees and agents, and not disclosed to any other party.

5. _____’s instructors shall submit their evaluation of each student’s driving ability to the High School within three (3) days prior to the end of the course. The students shall be graded with a numerical grade.

6. All road driver education training will be given in cars that are properly equipped and licensed so that they comply with the current regulations of the Commissioner of Education of the State of New York, and rules and regulations of the Department of Motor Vehicles of the State of New York, and any amendments thereto. It shall be the responsibility of _____ to operate and maintain these cars at its own expense.

7. All cars used to provide the training under this Agreement shall be dual control cars, of intermediate size or larger, four-doors, well maintained, with all the appropriate safety equipment.

8. Each vehicle shall be equipped with five sets of seat belts, with signs indicating that the car is being used for driver instruction, and shall display a valid inspection sticker.

9. All vehicles to be used in performance of this contract shall be available for inspection by the District at any time.

10. Additional or substitute cars to replace disabled vehicles shall be immediately available (within reason).

11. _____ shall submit a complete roster of names and addresses, years of driving experience, and years of teaching driver training for each instructor conducting the in-car portion of the driver education program at the District. Qualified substitute instructors must be available in case of the absence of the regular instructor.

12. The Superintendent of Schools or designee reserves the right in the exercise of his sound discretion, to require _____ to remove any instructor it determines to be unfit or unsatisfactory to provide the services under this Agreement. _____ shall be solely responsible for any employment action taken against any _____ employee or agent.

13. In accordance with New York State Education Law, all employees or agents placed at the District to provide road training to students shall be fingerprinted and subject to a criminal history background check prior to performing services under this Agreement. The District will provide _____ with the required forms for this purpose, including an affidavit in which the teacher(s) will attest to the fact that they have not been convicted of any crime or currently have an arrest pending. _____ shall ensure that the teacher(s) providing services under this Agreement shall submit to fingerprinting and shall sign the affidavit, and shall be responsible for paying all fees and expenses associated with the fingerprinting and background check. Upon receipt of completed forms, affidavits, fingerprint cards and fees, the District will submit the same to the New York State Education Department for processing for clearance. _____ shall endeavor to identify a qualified individual who has already received clearance to provide services under this Agreement. In the event that no previously cleared individual is available and the services are set to start within less than 10 days, _____ may utilize an individual who has submitted all of the required information and has received State clearance. If the results of the fingerprinting and criminal history check are unsatisfactory in any regard, _____ shall immediately replace such individuals with an acceptable individual who is cleared for placement in a New York State school district.

14. Each car and its occupants must be insured by _____ for General Liability in a minimum amount of \$5,000,000 (combined single limit) per occurrence/\$5,000,000 aggregate. In addition, there is a \$5,000,000 Automobile Liability clause, a \$5,000,000 Umbrella Liability per occurrence, a rider for sexual abuse and molestation of at least \$1,000,000 as well as Workers' Compensation and Disability for its employees. _____ shall provide the District with a copy of the certificates of insurance prior to commencing services under this Agreement, naming the District as an additional insured under its General Liability Policy. Such policies shall:

- be from an A.M. Best rated “secured” insurer, authorized to conduct business in New York State;
- contain a 30-day notice of cancellation;
- state that _____’s coverage shall be primary coverage for the District, its board of education, officers, employees and volunteers;
- list the District as an additional insured by using endorsement CG 2026 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.

_____ agrees to indemnify the District for any applicable deductibles.

_____ agrees that failure to obtain and maintain insurance on behalf of the District constitutes a material breach of contract. The failure of the District to object to the contents of the certificate or the absence of the same shall not be deemed a waiver of any and all rights held by the District.

15. _____ shall defend, indemnify and hold harmless the Putnam Valley School District, its officers, employees, agents and volunteers from any claims, liabilities, suits, proceedings and actions, of whatever name and nature, as the same may relate, in any manner to the services provided by _____ to the District pursuant to this Agreement. Said indemnification, defense and hold harmless shall apply to any claim, liability, suit, proceeding or action in which the District, its officers, employees, agents and volunteers may be named as party, notwithstanding that _____ may deem said claim, liability, suit, proceeding or action frivolous or without merit. It is intended that this provision be interpreted in the broadest manner possible, as the same may relate to the personnel and services provided by _____ to the District pursuant to this Agreement.

16. It shall be the responsibility of _____ to complete accident reports as required by the Department of Transportation, the State Education Department, and the insurance companies. Such reports are to be completed and filed with the appropriate agency within 48 hours of the accident or occurrence. True copies of these reports shall be filed with the school district. Additional information pertinent to such accidents shall be provided to the school upon request.

17. The District shall be billed on a per student basis, at the price of \$____.00 per student enrolled in the program during the period from September 1, 2021 through June 30, 2022. The District reserves the right to determine the amount to be billed to the students. The District further reserves the right to make any additions to or deletions from the approximate enrollment. This shall in no way affect or void the Agreement, but shall be an addition to or a deletion from the total Agreement at the price per student.

18. The District shall pay _____ for the services rendered under this Agreement, one-half halfway through the program and one-half at the completion of the program, after verifying that services have been performed and audit of the same by the District’s Claims Auditor. Payments shall be due within 30 days of receipt of _____’s invoices for payment.

19. By giving notice in writing, the District may terminate this Agreement at any time at the end of a semester and for any reason upon at least thirty (30) calendar days notice, with no obligation beyond payment for work performed under this Agreement up to the time of termination. _____ may terminate this contract only at the end of a semester upon giving the District at least thirty (30) calendar days notice. The Superintendent of Schools is authorized to give and receive such written notice.

20. This Agreement shall be in effect during the period from September 1, 2021 through June 30, 2022, unless sooner terminated as set forth herein.

21. This agreement constitutes the total agreement between the parties and may not be altered except by subsequent agreement in writing executed in the same manner.

SO AGREED:

AUTO SCHOOL

DATE: _____

PUTNAM VALLEY CENTRAL SCHOOL DISTRICT

DATE: _____