

Putnam Valley Central School District
Request for Proposal
Automobile Driver Education Services

RFP #2022-23-08

Proposal Submission Due: Wednesday, August 3, 2022, at 11:00 AM

Submit Proposal to the Attention of:

Jill Figarella, Director of Business Administration
Putnam Valley Central School District
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. Vendor must have flexibility to offer multiple cars if needed to meet student demand.

Proposal Submission

Proposals must be clearly labeled and submitted to the Director of Business Administration, at the PVCSD Business Office, located at 171 Oscawana Lake Road, Putnam Valley, New York, on or before 11:00 AM, on August 3, 2022. 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:

School Year Program 2022-23

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 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 passenger side of 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**
\$2,000,000 per occurrence/ \$2,000,000 aggregate.

Sexual misconduct coverage of at least \$1 million limit should be included.

- **Automobile Liability**
\$1,000,000 combined single limit for owned, hired, and borrowed and non-owned motor vehicles.
- **Workers' Compensation and NYS Disability**

Statutory Workers' Compensation, Employers' Liability Insurance, and NYS Disability for all employees.

- **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.

Vendor must clearly state cost per student for each student for (1) the in-car driver education program for the School Year sessions (September - June).
If there are quantity price breaks vendor must state those breaks clearly.

All payments to 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 proposal 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 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 proposal 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