REQUEST FOR PROPOSALS FOR BUS TRANSPORTATION SERVICES AT VARIOUS PCCB PROPERTIES FOR THE PERIOD MARCH 2021 – MAY 2021

Polish Community Center of Buffalo, Inc., d/b/a Lt. Col. Mat Urban Human Services Center of WNY

March 5, 2021

HISTORY AND BACKGROUND FOR REQUESTED SERVICES

The Polish Community Center of Buffalo, Inc., d/b/a Lt. Col. Mat Urban Human Services Center of WNY (Matt Urban Center), operates several after school programs in the City of Buffalo. The Matt Urban Center seeks a qualified contractor to assist in bus transportation services from the program location (385 Paderewski Dr.) to each individual student's home.

Proposals are being solicited from companies to perform bus transportation services listed in these specifications on behalf of the Matt Urban Center. Work will be done on a scheduled basis, as detailed in this request and further agreed to between the parties.

For purposes of this invitation to bid, the numbers identified in the specifications and proposal form are approximate in order to provide guidelines to the Matt Urban Center for determining who is the lowest responsible bidder.

The Contractor is responsible for making site visit to the properties prior to submitting its bid. Failure to view the property shall not relieve the Contractor from honoring its bid prices(s).

Proposals will be accepted until Friday, March 19th at 3:30 P.M.

Via U.S. Mail or delivery to:

Will Smith, Security Lt. Col. Matt Urban Human Services Center of WNY 1081 Broadway Buffalo, NY 14212

Questions on this request for qualifications may be directed to <u>ztenhuisen@urbanctr.org</u> or to (716) 893 – 7222 ext: 219.

CONTRACT BID ITEMS

BID ITEMS – BUS TRANSPORTATION SERVICES

- Bus transportation services will be provided to approximately 20 students participating
 in after school programming. Pick-up will be at central location 385 Paderewski Drive
 and drop-off will be to each individual student's home.
- All students are Buffalo Public School participants so their homes will be located in Buffalo City zip-codes. A formal roster with addresses will be provided in advance of the first service date.
- Transportation start date is March 29, 2021 and end date is May 21st, 2021.
- Service days will include every Monday through Friday from the date range outlined above, EXCEPT the following dates:

April 2nd – 9th April 28th & 29th May 12th & 13th

• Children will be picked up at program dismissal time, 6:15 PM every Monday – Friday.

Property Name / Addresses	Description	Item: Busing
Polonia Hall/Hope Center	Administrative Offices and	Bus transportation from 385
385 Paderewski Drive	Youth Programming.	Paderewski Drive to each individual
		student's home.

BID SUBMITTALS

SUBMISSION OF BID

- 1. Complete and sign **Proposal** *Bid Form* (form attached, 2 pages).
- 2. Signed and dated *Certificate of Non-Collusion* (form attached, 1 page).
- 3. Signed and dated Contractor Debarment Certificate (form attached, 1 page).
- 4. Signed and dated *Minimum Insurance Requirements for Vendors* Acknowledgement (form attached, 1 page).
- 5. Sealed Bids with all required documents must be <u>delivered</u> by Friday, March 19, 2021 at 3:30 P.M. deliverable to:

Will Smith, Security Lt. Col. Matt Urban Human Services Center of WNY 1081 Broadway Buffalo, NY 14212

6. Questions on this request for qualifications may be directed to ztenhuisen@urbanctr.org.

Appointments to review the services requested may be made by contacting Zacchary TenHuisen, CFO at 716-893-7222 ext. 219.

<u>PROPOSALS.</u> Proposals must be made upon the blank form provided. All blank lines in the proposal form must be filled in as noted and no change shall be made in the phraseology of the proposal or in the items mentioned therein. The bidder must be prepared, if requested by the Matt Urban Center, to present evidence of experience, ability and financial standing, as well as a statement as to available staff, equipment and machinery and furnish a tour of these facilities if requested by the Matt Urban Center. The form of contract and bond shall be provided by the Matt Urban Center.

The bid price should include the costs of all equipment, operators and materials. The costs of ordinary materials such as cleaning supplies should be included as part of the bid price; other unusual items of equipment or material expected to be needed should readily identifiable as to size and nature of item. Such costs can be billed to the Matt Urban Center as part of the work order if the cost of such material is documented by an invoice dated between the date of the work order and the date the work is performed. Management reserves the right to remove or amend one or all requested items based on proposal results.

BID BOND. A bid bond is not required under this contract for services.

<u>SUBCONTRACTING.</u> The contractor is prohibited by law from assigning or subcontracting the contract without the previous written consent of the Matt Urban Center Executive Director.

WORK EXPERIENCE. The successful bidder will have to show evidence that their company has equipment and experience necessary to perform the required work.

<u>CONDITION OF EQUIPMENT</u>. Equipment offered by the contractor must be in good operating condition and maintained in such condition while performing the work required under any resultant contract.

EQUIPMENT OPERATORS. The bidder's operators must be well trained in the operation of the equipment and must be skilled in the performance of all phases of the work required to be done. The successful bidder shall provide three references from existing clients.

BID AWARD. The bid will be awarded to the lowest responsible bidder.

In order to be considered as a successful bidder, the attached "Certificate of Non-Collusion" will have to be signed by the bidder and dated prior to submitting the bid. The work to be carried out under this contract will be designated by the Matt Urban Center or its representative. The owner reserves the right to reject any or all proposals or to waive any informality.

<u>COMMENCEMENT AND DURATION OF WORK.</u> The successful bidder will be required to make their equipment and operators available to work beginning March 29, 2021. Thereafter, until completion of the job, work shall be continuous unless the Executive Director or their representative determines that operations shall be temporarily suspended due to climatic or soil conditions, or due to performance issues. Temporary or seasonal suspension of operations will not relieve the bidder of their liability to continue his contract at such time as the Executive Director or their representative determines the resumption of operations is again favorable.

BID CONDITIONS

- 1. Proposals must be made upon the blank form provided. The blank spaces in the proposals must be filled in as noted and no change shall be made in phraseology of the proposal or in the items mentioned therein.
- 2. The bidder must be prepared to present evidence of experience, ability and financial standing, as well as a statement as to employees and machinery.
- 3. The form of contract shall be provided by the Matt Urban Center.
- 4. Prior to the award of the bid, the successful bidder shall submit to the Matt Urban Center a full list of the equipment owned by the Contractor and available for use in this project indicating the year of manufacture, manufacturer's name and model number.
- 5. In case of a difference between the stipulated amount of the proposal written in words and the stipulated amount written in figures, the stipulated amount in words shall govern.
- 6. Management reserves the right to amend or remove one or all requested items based on proposal results.

EXECUTION OF CONTRACT

INSPECTION AFTER WORK HAS BEEN COMPLETED. The contractor's work will be subject to inspection and review. The winning contractor must name an employee who will serve as the contact for discussion of work performed and its satisfaction to the owner.

<u>Due to payment requirements of Matt Urban grants and other funding sources, bills</u> for services must detail billed costs by individual property.

Upon satisfactory completion of the work an invoice for work performed, by property address, shall be emailed to the Matt Urban Center's Accounting Department at 1081 Broadway, Buffalo, NY 14212. The Matt Urban Center reserves the right to inspect all work performed prior to payment.

<u>DAMAGE.</u> The contractor will be held responsible for damage to the site(s) caused by, but not limited to: lawn damage, rutting during very wet conditions, structural damage to buildings, structures, fences, sidewalks, driveways, etc. The contractor will, in the event of any damage, notify the Matt Urban Center Executive Director immediately and shall make the necessary repairs by qualified personnel within a reasonable amount of time. Or, if agreed to by both parties, the Matt Urban Center will have the necessary repairs made and the Contractor will be billed for said repairs. Payments during that work period shall be held back until such time as the necessary repairs have been made and approved by the Matt Urban Center. Amounts due for repairs may be reduced from any amounts due to the contractor.

INTERPRETATION OF DOCUMENTS. If any person contemplating submitting a proposal is in doubt as to the true meaning of any part of the specifications or other contract documents, or finds discrepancies in or omissions from the specifications, he may submit to the Chief Financial Officer of the Matt Urban Center a written request for an interpretation or correction thereof, delivered to this address.

Written requests may be emailed to ztenhuisen@urbanctr.org. Such request shall be made no later than five (5) days prior to the date of opening bids. The Chief Financial Officer of the Matt Urban Center shall respond to such request at least three (3) days prior to the date for opening bids by means of an addendum which shall be forwarded to all prospective bidders who were mailed or picked up the specifications.

This *Bid Form* constitutes the proposed pricing for services outlined in the Notice to Bidders for Bus Transportation Services from Polonia Hall to each individual students home.

This quote is being provided by:

Company:					
Signature:					
MWBE Certif	ied: Yes	/	No	MWBE Federal ID #:	
Office Phone	#:			Mobile Phone #:	
Email:					
Date:					

NOTE: ALL LINE ITEMS MUST BE FILLED IN ORDER FOR BID TO BE ACCEPTED.

BID ITEM - BUS TRANSPORTATION SERVICES

Furnish <u>EQUIPMENT</u>, <u>OPERATORS AND MATERIAL</u> for bus transportation services at properties specified for the <u>season March 29th</u>, <u>2021 – May 21st</u>, <u>2021</u>:

TOTAL ANNUAL PRICE FOR ALL PROPERTIES:		
	Dollars	\$

(Example: One Thousand Two Hundred Eighty Dollars & no cents \$ 1,280.00)

PROPERTY NAME/ ADDRESS	Cost per day of transportation services	Total Service <u>Days</u>	TOTAL Cost
Polonia Hall/Hope Center 385 Paderewski Drive	\$	30	\$

For Internal Use Only:	
Approved by:	
Executive Director:	Date:
CFO:	Date:

CERTIFICATE OF NON-COLLUSION

By submission of this bid or proposal, the 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 their knowledge and belief:

- a) 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;
- b) 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 the opening, directly or indirectly, to any other bidder or to any competitor;
- c) 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;

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Dated:	Signature of Officer
	Print Name & Title
STATE OF NEW YORK COUNTY OF ERIE SS:	
appeared perso satisfactory evidence to be the in within instrument and acknowled his/her/their capacity(ies), and the	year before me, the undersigned, personally nally known to me or proved to me on the basis of dividual(s) whose name(s) is (are) subscribed to the ged to me that he/she/they executed the same in at by his/her/their signature(s) on the instrument, the behalf of which the individual(s) acted, executed the
	Notary Public

CONTRACTOR DEBARMENT CERTIFICATION

Contractor Business Name:
List all Business Owners:
We acknowledge that our firm is providing an estimate for work to the Matt Urban Center.
We have been informed that the work may be funded, in whole or in part, with grants provided by agencies of the federal government of the United States, or by the State of New York.
Accordingly, we confirm that neither our company, nor any of its owners (as we have identified above), have been debarred from participating in federal or Federal or New York State Contracts. Furthermore, we confirm that the list of business owners shown above is complete and true.
Name and Title
Signature Date

This document is provided in connection with a federal grant program and is subject to a PENALTY FOR FALSE OR FRAUDULENT STATEMENT: U.S.C. Title 18, Sec. 1001, providing for a penalty or imprisonment for knowingly falsified information in connection with these properties.

MATT URBAN CENTER MINIMUM INSURANCE REQUIREMENTS FOR VENDORS PERFORMING WORK FOR THE MATT URBAN CENTER

The following minimum limits of Insurance shall be evidenced to the Matt Urban Center by any vendor:

A. (Commercial	General	Liability	/
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Including Products Liability, Completed Operations Liability

Bodily Injury and Property Damage \$1,000,000 per occurrence

\$2,000,000 aggregate

- 1. Coverage must name the Matt Urban Center, its Matt Urban Center Board Officials, Employees and Agents as an Additional Insured and that coverage must be shown on the Certificate. This coverage shall also be "Primary" to any other coverage.
- 2. Coverage shall include Explosion, Collapse and Underground Hazard coverage.
- 3. Coverage should include a "Per Project" or "Per Location" endorsement that is listed in the Certificate:
- 4. Continued coverage shall remain in force for at least three years following the date of completion of the project.
- **B.** Auto Liability

\$1,000,000 per accident

Including Owned, Non-Owned and Hired Autos

C. Workers' Compensation

New York Statutory
Unlimited in New York

Employers Liability

D. Disability Coverage

New York Statutory

Instructions for Preparing Certificates

The original Certificate evidencing the above coverages shall be submitted prior to the commencement of work to the Matt Urban Center Accounting Office, 1081 Broadway, Buffalo, New York 14212. Evidence of renewal coverage must be submitted to the Matt Urban Center by the date of renewal. Coverage must be written by an Insurance Company authorized to do business in New York State with a rating of at least B+ according to Best Key Rating Guide.

Indemnification

The vendor agrees that it shall indemnify and hold harmless the Matt Urban Center to the fullest extent permitted by law for any claim,, suit, damages, legal costs and expenses including but not limited to Bodily Injury, Property Damage, Personal Injury, Disease or Death arising out of, caused by or in any way related to the activities of the Vendor.

Name of Vendor:	By:
	(Signature)
Print Name & Title:	Date:

EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

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 their knowledge and belief that the Contractor shall, during the performance of this Contract, agree to the following:

- (i) The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination.
- (ii) The Contractor shall state in all solicitations or advertisements for employees that, in the performance of state funded contracts, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- (iii) At the request of the Division, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other contract or understanding, to furnish a written statement that such employment agency, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such employment agency, union or representative will affirmatively cooperate in the implementation of the Contractor's obligations.

EQUAL EMPLOYMENT OPPORTUNITY PLEDGE

The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. For these purposes, affirmative action shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation.

I hereby affirm under the penalties of perjury that the foregoing statements are true.

Signature:	
Printed Name:	
Dated:	_