

Request for Proposal
Notice to Firms
Fashion Institute of Technology
As-Needed Bus Transportation Services
RFP# C1652

Sealed proposals which must include the entire package for the above work located on the FIT campus will be received by:

FIT Purchasing Department Office located at 333 Seventh Avenue, 16th Floor, New York, NY 10001-5992 (Tel: 212-217-3630)

Each proposal must include five (5) complete hard copies of your Proposal and a digital copy on a flash drive and identified, on the outside of the envelope, with the name and address of the firm and designated as proposal for the project titled above. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside:

**“Proposal For
As-Needed Bus Transportation Services
To Be Opened Only by Authorized Official” And
“Attention: Sam Li, Purchasing Office”**

The Fashion Institute of Technology *will not* be responsible for improper delivery of proposals that do not comply with these instructions. Late proposals will be returned unopened.

Only those proposals received at FIT Purchasing Office on or before 12:00 PM on January 13, 2025 will be considered.

ATTACHMENT A - RFP CHECKLIST

**Fashion Institute of Technology
As-Needed Bus Transportation Services
RFP# C1652**

- Did you include all required documentation? (As per Bidder Requirements – i.e. proof of being in business for five (5) years, licenses, certifications, etc.)

- Did you **complete in full** the following:
RFP Checklist – Attachment A
Contractor Reference Sheet – Attachment B
Team Spreadsheet & Proposal Analysis Sheet – Exhibit A
- Have you carefully reviewed and accepted the General Requirements, General Bid Terms and Conditions, and the Contract Terms and Conditions?
- Did you sign for each Addendum to this project, if any were published? (It is the contractor’s responsibility to check FIT’s “Current Bid Opportunities” webpage for addendums prior to submitting their bid.)
<http://www.fitnyc.edu/about/administration/finance/purchasing/current-bids.php>
- Can you provide the required levels of insurance coverage? (See Section III. Contract Terms and Conditions – sub-section I, Insurance Requirements, Page 31)
- Did you include an audited or reviewed financial report for the last two (2) years with your bid?

ATTACHMENT B - CONTRACTOR REFERENCE SHEET

**Fashion Institute of Technology
As-Needed Bus Transportation Services
RFP# C1652**

FIT requests a minimum of five (5) references for **completed** projects of similar size and scope. Please complete the following information for each reference: (Do not list FIT as a contact of similar size and scope.)

- 1) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___
- 2) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___
- 3) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____
For FIT Use Only – Reference Responses
Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

FIT

Interviewer: _____ Signature: _____ Date: _____

- 4) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

- 5) Contact Name/Title: _____
Company Name/Address: _____
Phone Number: _____
Project Name: _____
Project Cost: _____
Project Start/End Date: _____

For FIT Use Only – Reference Responses

Quality of Work: _____ Site Maintenance: _____
Scheduling: ___ Cooperation: ___ Safety Standards: _____
Permits: _____ Report Submittals: _____ Payments: _____
Other Relevant Factors: _____
Overall Performance Rating: Excellent ___ Satisfactory ___ Marginal ___ Unsatisfactory ___

FIT

Interviewer: _____ Signature: _____ Date: _____

Section One -- Proposal Terms and Conditions

I. Schedule

RFP Release Date:	December 10, 2024
Last Day for Receipt of Written Questions	On or before December 16, 2024 at 3:00 PM

Written questions may be submitted to Purchasing Office via email to: Purchasingbids@fitnyc.edu. Answers will be provided to all firms in a timely manner.

Response to Questions:	Reasonable time
Proposal Due Date:	On or before January 13, 2025 at 12:00 PM
Commencement of Work:	Within 5 days of signed Contract
Time of Completion:	Within (90) days of written notice to commence

**The College reserves the option to select a vendor based on proposals. Presentations may, or may not, be scheduled. ** Dates are not firm; these dates are an estimate.*

II. Introduction

The Fashion Institute of Technology, a community college of art and design, business and technology of the State University of New York (the “College”), currently has an enrollment of approximately 9,000 full and part-time students. Located in the Chelsea area of Manhattan, FIT’s facilities are composed of a twelve-building complex containing administrative/academic offices, classrooms, computer labs, and studios. There are three (3) residence halls located on West 27th Street that currently house approximately 1,250 students and one (1) residence hall located at 406 West 31st Street that houses approximately 1,100 students. F.I.T. Student Housing Corporation is a separate, not-for-profit corporation that was established pursuant to the laws of the State of New York to own and operate these residence halls for the benefit of the Fashion Institute of Technology and its students. FIT also includes the FIT Student Association Auxiliary Corporation (FITSA) which funds departments such as the Athletic Department and Health Services. For purposes of this project all references to FIT shall be recognized to refer to the Fashion Institute of Technology (hereafter, “FIT” or the “College”), the F.I.T. Student Housing Corporation, the FIT Student Association Auxiliary Corporation together, unless specifically designated otherwise. FIT intends to award this contract to one or multiple firms in its discretion. The successful responsive and responsible bidder (hereinafter “Contractor”) shall be required to enter into a contract with FIT based on the terms and conditions specified herein, and will be required to enter into identical contract(s), based on the same terms and conditions, for

the work at the residence hall buildings. Collectively, or individually, the contracts will be referred to as the “Contract” hereinafter.

- A. The Contract shall be a requirements contract. Contractor cannot expect any minimum or base amount of earnings per year. FIT makes no guarantee of the amount of Work that may be required under this Contract.
- B. This RFP is structured with broad guidelines to encourage competition.
- C. Under no circumstances will FIT be liable for any costs incurred by firms in preparation and/or production of a Proposal nor for any Work performed prior to FIT’s written authorization to proceed on Contract.
- D. Performance and Payment Bonds are **NOT** required for this RFP.

III. Scope of Work

The intent of this Request for Proposal (“RFP”) is to solicit proposals from qualified firms to provide bus transportation services (“Firm”) for the College’s Athletic Teams and other FIT functions. The ideal Firm must have a proven record of safety and dependability.

The RFP is limited to local trips departing from FIT only. FIT reserves the right to reserve a bus on the open market via its regular procurement procedures when travelling in other areas not served by the Contractor

IV. Service Requirements

- 1. Buses to be provided must be as required on Exhibit A – Team Spreadsheet & Proposal Analysis Sheet.
- 2. The majority of trips require a 24 or 38 passenger size bus. Buses must be a 2019 model or newer. Buses must be equipped with air conditioning and heating units, recliner type seats, a restroom, DVD players, radios, and TV monitors and Wi-Fi (Internet for all passengers) and electrical outlets. Failure to provide a working DVD player and Wi-Fi will result in a reduction of 1% from the “cost per trip” for each occurrence. Verification of failure will be based on documentation provided by each team coach.
- 3. Buses must be in good working condition and contain emergency equipment inclusive of fire extinguisher, first aid kit and triangular hazard kit. Service provider must properly maintain and repair all buses used in the performance of this contract. This will include routine interior and exterior cleaning of the vehicles and properly maintained climate-controlled systems. Contractor must indicate the location of their service

facility. The College reserves the right to inspect, approve, and/or reject all vehicles submitted to provide service. All buses must be properly inspected and maintained per manufacturer's guidelines.

4. Fuel shall be provided by the Contractor.
5. The Contractor shall provide properly trained, licensed drivers for all operations.
6. Driver and vehicle are to be available throughout the trip at the discretion of the College staff.
7. Complaints-the College will determine if complaints represent a breach of service, quality, or safety requirements. Complaints will be documented and discussed with Contractor for immediate remedial action if necessary.
8. Contractor shall have the necessary New York State Department of Transportation permits to operate this type of service. Photocopies of said permits shall be furnished to the College upon request.
9. Drivers must have a commercial driver license (CDL).
10. Drivers-Contractor shall provide only drivers with demonstrated records of safe driving and properly licensed. Each assigned driver must have a minimum of 10 years total driving experience. Contractor will meet or exceed all Federal, State local and regulatory requirements for the hiring and employment of all drivers. The College reserves the right to require the Contractor to replace a driver who the College believes, in the exercise of reasonable discretion, does not have a record of driving safely or who does not display appropriate behavior. Upon request, Contractor shall provide copies of driver licenses, training manuals, and evidence of drug testing. **Drivers are not permitted to use personal cell phones at any time while operating the vehicle.** Drivers must have either a company uniform or identification with their name on it, or both.
11. Contractor must hold and maintain a rating of "Good" on the [NYS DOT Performance Based Bus Safety Program Operator](#) in addition to the Federal Motor Carrier Safety Regulations (FMCSR) rating requirement already stated.
12. Drivers and vehicles must be at FIT 30 minutes prior to the scheduled departure time.

13. The driver must stop for team meals, in route, at the request for the College staff.
14. Drivers will be responsible for their own meals and may not request reimbursement. College will pay for hotel room for overnight stays.
15. Drivers must be receptive to recommendations for route changes by the College staff.
16. Company must provide evidence of the availability of support personnel for evenings and weekends in the event of vehicle breakdown or driver reassignment.
17. Buses must have a communication system that allows for two-way communication with supervisors and/or dispatchers at all times.
18. Contractor shall be in full compliance with the Federal Motor Carrier Safety Regulations (FMCSR) and have a “satisfactory” rating within the last year, indicating compliance with Federal Motor Carrier Safety Regulations, as issued by the U.S. Department of Transportation’s Federal Highway Administration. Evidence of the Contractor’s rating must be submitted with its proposal.
19. All buses must be properly registered, licensed, and have the appropriate state permits to carry the anticipated passenger and baggage weight within each transit state.
20. All buses ordered under this contract shall be NON-SMOKING.
21. On board restrooms must be clean, sanitary and functional with adequate provision of toilet tissue, soap, paper towels and fresh wash water, or towelettes, for each trip.
22. The successful service provider will report to the Director of FIT Athletics, and will operate a cost-effective, reliable, and safe bus service to all locations.
23. Company shall provide the name(s) and contact information for the transportation manager. Contact must be available to receive calls

throughout all scheduled transportation timelines. Include name, office telephone, cell phone, fax and e-mail addresses.

24. Please refer to Section IA: Contractor Responsibility/Technical Specifications for other requirements.

V. Scheduling requirements

1. Trips will be required for the various athletic teams as per the schedule attached as Exhibit A.
2. The company must be receptive to last-minute cancellations and time changes at no charge (time, dates, and/or destination).
3. The company must be willing to schedule additional trips, i.e. post-season tournaments. Additional trips will be billed at the same rate for that sports team whether a cost per mile for overnight or day trips.
4. In the event of inclement weather and hazardous driving conditions, the Contractor shall inform the Director of FIT Athletics as soon as possible, but at least two (2) hours prior to departure time.
5. In the event a bus experiences mechanical failure enroute, the Contractor must dispatch another bus of the same type at no additional cost, or have the failed bus repaired in a timely manner, in order to continue the trip. If a replacement bus is not available, or if the failed bus cannot be repaired in a timely manner, the Contractor will be responsible for any/all lodging and meal expenses, which may be necessary while appropriate transportation is being arranged. If Contractor cannot provide a replacement bus, and College has to seek other arrangements, Contractor is responsible for paying that expense.
6. Company will be paid only for the trips actually taken and for which their services were actually utilized.
7. In the event the low bidder does not have a bus available at the time that the Athletic Department has stated, FIT reserves the right to schedule that trip with the next highest scoring firm sequentially, or to reserve a bus on the open market via its regular procurement procedures. If Contractor cannot provide a replacement bus, and College has to seek other arrangements, Contractor is responsible for paying that expense.
8. **IMPORTANT NOTE:** All bus trips listed are estimates only. No guarantees expressed or implied are made. The College reserves the right to add or delete trips throughout the duration of this contract.

VI. Firm Requirements

- A. All firms shall meet the following requirements and furnish all necessary information with the Proposal. Submit one (1) complete original and five (5) complete hard copies of the Proposal. Failure to comply with these requirements shall be grounds for rejection of your Proposal. FIT reserves the right to determine that a Firm has substantially met all the requirements of the RFP and/or ask for additional information. Those items for which Firms have or assert proprietary rights, or which must remain confidential per the terms of any prior contract, shall be clearly indicated. Submission of Proposal shall be deemed to grant FIT the right to utilize submissions in any way, with or without prior notice. Absent affirmative assertion otherwise, the College reserves such right to use the submissions in any way.

**Proposals shall be submitted on or before January 13, 2025 at 12:00PM to:
Sam Li
Fashion Institute of Technology
Purchasing Office
333 Seventh Avenue, 16th Floor
New York, NY 10001**

- B. Questions shall be submitted in writing to the attention of Purchasing Office via email Purchasingbids@fitnyc.edu no later than, **December 16, 2024 at 3:00PM**. Answers shall be provided in the form of an Addendum and be posted on the FIT purchasing department website.
- C. At no time shall the firm, its agents, representatives or contracted personnel contact or otherwise communicate with FIT personnel without prior arrangement with the FIT Purchasing Office, for the purposes of negotiating, modifying, changing, or interpreting the Proposal or specifications.
- D. If it becomes necessary to revise any part of this RFP, addenda will be supplied to all Firms receiving this RFP.
- E. All Proposals submitted in response to this RFP will become the property of FIT and a matter of public record. All firms must identify, in writing, all copyrighted materials, trade secrets, or other proprietary information that it claims is exempt from disclosure. Any firm claiming such an exemption must also state in its Proposal that the firm agrees to hold harmless, indemnify and defend FIT and its agents, officials and employees in any action or claim brought against FIT for its refusal to disclose such materials, trade secrets or other proprietary information to any party making a request thereof. Any firm failing to

include such a statement shall be deemed to have waived its right to exemption from disclosure.

- F. Firms must be available to review their proposed solution in an interview with FIT decision makers if necessary.

VII. Proposal Requirements

1. Proposal requirements are as follows:
 - a. Provide a table of contents in your proposal.
 - b. Firms shall provide a comprehensive and complete proposal with individual sections. Each section shall be tabbed and organized in the sections detailed below. Each section shall contain, at a minimum, the information described below.
 - c. Provide a narrative describing the services offered by your firm and its ability to provide the scope of services described in this request for proposal.
 - d. Provide a list of other industry clients for whom services for this type of position have been conducted by your firm in the past ten years, preferably with higher education clients, [non-profit, and/or cultural institution clients]. Provide contact person's name, title, and phone number.
 - e. Provide an organization chart of the firm, and include names, background, education and experience of all principles and key staff. Indicate number and specialty of all technical employees in your firm.
 - f. Provide resumes of all personnel proposed for this work and copies of licenses.
 - g. Indicate the amount of time required to mobilize when so requested.
 - h. Provide the names and background summaries of the individuals who will perform these services.
 - i. Describe firm's safety standards and provide safety records.
 - j. Describe how your firm will accommodate state and federal laws relating to Affirmative Action and Equal Opportunity Employment.

- k. Firm shall include a fee (Exhibit A – Team Spreadsheet & Proposal Analysis Sheet) for the work outlined in this RFP. Provide an explanation of the fees you intend to charge.
- l. Exceptions to any terms and conditions.
- m. Documents evidencing financial viability, including income and expenditure statements and balance sheets for the past two (2) fiscal years. Audited financial statements for the past two (2) fiscal years are required. If audited statements are not available, provide copies of Firm’s two most recent tax returns or financial statements prepared by an independent certified public accountant.
- n. FIT is exempt from payment of any federal, state, and local sales and use taxes. Do not include these taxes when proposing prices for goods or services (as defined below).
- o. Proposals must be signed. Proposals must be completed in firm’s legal name, and must be signed by a person authorized to do so.
- p. Proposals shall offer best and final terms. All prices shall be firm and not subject to increase during the period of the contract.
- q. FIT reserves the right to award a contract on the basis of firm’s submitted proposal without further discussion.
- r. By signing and submitting your Proposal, Firm affirms that it has read this RFP, accepts its terms and is able and willing to sign the contract if Firm’s proposal is accepted, subject only to any changes negotiated and agreed upon by both parties. The issuance of a letter of intent to award or similar document does not require or commit FIT to enter into a contract until all terms and conditions are negotiated and acceptable to FIT. In the event of any inconsistencies between the Proposal and the RFP, the language of the RFP will prevail unless there is a written agreement to accept the Proposal’s terms.
- s. Bid Security, Performance and Payment Bonds are NOT required for this Contract.

VIII. Evaluation Criteria

An FIT committee will evaluate proposals in accordance with the terms and conditions set forth in Section Two. A committee will use the following criteria to evaluate the proposals, which meet the requirements of these specifications:

- 1. Experience/Qualifications 30%

2. References	30%
3. Cost	10%
4. Staff Experience/Safety Record	20%
5. Interview or Oral Presentation	10%

FIT reserves the right to award the Contract to the firm(s) with the highest scores on criteria one (1) through four (4) or to request presentation(s) from/to interview the firms with the highest scores on criteria one (1) through four (4). In the latter case, FIT will award the Contract to the firm(s) with the highest score on criteria one (1) through five (5).

IX. FIT’s Insurance Requirements

1. Before commencing work on the FIT campus, Contractor shall procure at its own expense all of the insurance required under this section and shall maintain such insurance until the work of the Contract is completed or as specified.
2. Required insurance shall be procured from companies licensed to do business in the State of New York.
3. Contractor shall submit certificates of insurance required under this section to the FIT Purchasing Department before commencing work on the FIT campus.
4. Types and minimum limits of insurance:
 - a. Workers’ compensation insurance as required by New York State Law.
 - b. Employer’s liability insurance with a limit of not less than \$500,000.
 - c. Comprehensive general liability with the following minimum limits:
 - \$2,000,000 general aggregate
 - \$1,000,000 per occurrence
 - \$1,000,000 personal injury/advertising injury
 - \$2,000,000 products/completed operations aggregate
 - \$10,000 per person medical payments

Evidence of completed operations coverage shall be provided for a minimum of two (2) years following completion of the work described in this Contract.

Coverage shall include Broad Form Property Damage and Contractual Liability.

The Certificate of Insurance shall evidence the following:

The Fashion Institute of Technology, its auxiliary corporations, the State University of New York, the New York City Department of Education and the City and State of New York shall be named as Additional Insured's for coverage pursuant to items (a) through (c) above.

- d. Comprehensive automobile liability insurance including non-owned and hired auto coverage - \$1,000,000 combined single limit
- e. Umbrella/excess liability insurance with limits of:
 - \$2,000,000 per occurrence
 - \$2,000,000 general aggregate
- f. Errors and omissions professional liability coverage with limits of:
 - \$1,000,000 per occurrence
 - \$3,000,000 general aggregate
- 5. Each insurance policy required by this section shall be endorsed to state that coverage shall not be suspended, voided or canceled by either party, nor shall coverage be reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to FIT.
- 6. This Contract shall be void and of no force and effect unless Contractor shall provide and maintain coverage during the life of this Contract for the benefit of its employees who are required to be covered by the provisions of the Workers' Compensation Law.
- 7. Contractor waives any right of recovery against FIT and additional insured's for any loss or damage covered by any policy of insurance maintained by Contractor in connection with the work of the Contract. Contractor shall obtain from its insurer under any such policy a waiver of all right of recovery by way of subrogation against FIT and additional insured's in connection with any claim of loss or damage covered by such policy.

X. Terms

- A. The term of the contract shall be for (1) one year commencing upon award of contract.
- B. FIT shall have the option to renew Contract in its best interest for as many as four (4) additional one (1) year periods. If FIT elects to renew Contract, the Purchasing Office shall provide notice to the Firm a minimum of ninety (90) days prior to the expiration date of Contract for such renewal year. Failure to notify Firm within this time period shall not operate as a waiver of FIT's right to renew Contract. Firm shall have ten days from receipt of such notice to submit a signed renewal to FIT.

C. Unless mutually agreed to between the parties, each renewal shall be on the same terms and conditions as specified in the Contract.

SECTION IA: CONTRACTOR RESPONSIBILITY / TECHNICAL SPECIFICATION

1. Safety and Quality Assurance

- a. Contractor is obligated to comply with generally accepted standards of the bus transportation industry for operation and maintenance practices. As a minimum, Contractor shall comply with all provisions of applicable statutes and agreements, which may affect safety, and with all Department of Transportation and State regulations, directives, orders, rules and standards pertaining to services provided hereunder.
- b. Contractor shall keep equipment clean, orderly, and in a good state of repair. And also comply with generally accepted standards of maintenance.
- c. Contractor shall not provide vehicles or drivers that are in an “out of service” condition as defined by the North American Uniform Out of Service Criteria, adopted by the Commercial Vehicle Safety Alliance (CVSA), or fail to comply with any applicable state laws. Motor coaches shall display a current CVSA safety inspection program decal. Proof of Highway Patrol and CVSA inspection compliance shall be submitted with each bid.

Federal and State Regulations

Contractor shall be in compliance with all applicable state and federal laws, including possession of proper operating authority under the Interstate Commerce Commission and the New York State Transportation Commission requirements continuously throughout the term of the contract. The Contractor shall file all current operating authorities (copies of licenses, certifications, etc.) with FIT Purchasing Office and immediately give notice, should the carrier’s authority change at any time for any reason.

- a. **Department of Transportation (DOT) Ratings.** Contractor shall be in full compliance with the Federal Motor Carrier Safety Regulations and have a “satisfactory” rating within the last year, indicating compliance with federal motor carrier safety regulations, as issued by the U.S. Department of Transportation’s Federal Highway Administration.
 - i. The DOT grades carriers as “Satisfactory”, “Conditional”, “Unsatisfactory”, or “Insufficient Information”. Carriers must be rated “Satisfactory” to qualify for FIT approval and/or continued use. The Contractor shall be ineligible to provide transportation services to FIT should its rating change to anything less.
 - ii. Evidence of the Contractor’s rating must be submitted with its proposal, and any subsequent changes in the Contractor’s rating shall be immediately forwarded to the FIT Purchasing Office.
- b. **Registration/Licensing/Permit Regulations.** All buses must be properly registered, licensed, and have the appropriate state permits to carry the anticipated passenger and baggage weight within each transit state.

- c. **Driver Certification.** Contractor shall provide properly certified and competent drivers for the bus or buses in accordance with the provisions and requirements of all applicable state and federal laws. Interstate motor coach drivers shall at all times be in compliance with the U.S. Department of Transportation Federal Motor Carrier Safety Regulations. Drivers must be CDL certified with a passenger endorsement. Drivers shall be in compliance with the Federal Highway Administration's controlled substances testing regulations for interstate drivers. A copy of the contractor's drug policy must be included in proposal. Persons who may be employed as substitutes or standby drivers shall fully comply with all requirements pertaining to regular drivers.
- d. **Driver Hours of Service.** Drivers shall not exceed the hours of service limitations as prescribed in the Federal Motor Vehicle Safety Regulations Part 395. (No more than 10 hours driving following 8 consecutive hours off-duty or for a period after having been on-duty). On travels where more than one driver is required, the carrier must provide a 2nd driver in sufficient time to allow adequate rest and to comply with maximum driving and on-duty time laws. The use of sleeper berth arrangements to transport extra drivers, either on buses provided for movement or on auxiliary buses, is prohibited.

Vehicles

Transportation shall be furnished by means of a suitable, proper, safe and approved vehicle (motor coach, etc.) to be provided by the Contractor at his own cost and expense. Equipment furnished must be in good mechanical condition and under a preventative maintenance and replacement program that will insure safety and reliability. Bidders shall provide a complete listing of vehicles to be used to provide the requested services. The information provided shall include a brief narrative of the Bidders maintenance facilities and preventative maintenance procedures/forms. Fleet list information shall include: vehicle type, model numbers, age of equipment, seating capacity, restroom, air conditioning, overhead baggage storage type and capacity, other baggage storage availability, and which vehicles have wheel chair lifts. Buses must be 6 years old or newer.

- a. **Spare Vehicles.** Contractor shall indicate their capacity for spare vehicles necessary to provide backup support in cases where normally assigned vehicles are rendered inoperable. Such buses shall in all respects fully comply with the provisions and requirements of the contract.
- b. **Baggage and Paraphernalia.** Contractor shall transport at least the amount of baggage and paraphernalia requested at the time of the order. Contractor personnel shall supervise and assist in loading and unloading of baggage and paraphernalia by University personnel. The Contractor shall be responsible for insuring that baggage/paraphernalia and baggage compartment doors are properly secured. With advance notice the Contractor shall provide locks to secure the bus and/or baggage compartment. If the Contractor has a reasonable belief that the weight, size or character of baggage makes it unsuitable for bus transport, the Contractor, prior to or at any stage of the journey, may refuse to carry the baggage.
- c. **Equipment for the Handicapped.** The Contractor shall be in compliance with the Americans with Disabilities Act of 1990 (Public Law 101-336) and any other laws related

to the provision of handicapped transportation services. The Contractor shall provide the University with transportation equipment for the physically handicapped when requested.

d. **Motor Coach Specifications.** To provide passenger comfort, motor coaches shall meet the following specifications:

i. Motor coaches shall have operable air-conditioning, recliner type seats, and rest rooms. Contractor shall maintain a two-way type radio system at its headquarters and in all motor coaches used under this contract in order to provide communication and coordination between all motor coaches involved in group movements and to assist in the event of breakdowns or route changes. All motor coaches shall meet standards and specifications as set forth by the U.S. Department of Transportation and the State of New York.

ii. **Motor coach body style requirements:**

- **Type “A” motor coaches** shall be of the approx. 96” wide body design, and have a minimum seating capacity of 56 passengers. Seats to have approx. width of 38” for double seats (as measured from outside armrest to outside of armrest). Seats to be capable of reclining, except for seats immediately ahead of lavatories or those in the extreme rear of the coach. Parcel racks must be available for coats, hats and parcels. Plus or minus two seats.
- **Type “B” motor coaches** shall be of the wide-type 102” body design, and have a minimum seating capacity of 47 passengers. Seats to have approx. width of 41” for double seats (as measured from outside armrest to outside of armrest) and padding constructed so as to prevent passenger contact with the structural parts of the back or bottom, and armrests to be padded sufficiently to provide insulation from vibration. Retractable aisle side armrests preferred. Seats to be capable of reclining to approx. 30 degrees, except for seats immediately ahead of lavatories or those in the extreme rear of the coach. Seat adjustment levers with placement for convenience and comfort are preferred. Enclosed overhead-type parcel racks must be available for coats, hats and parcels. Plus or minus two seats.
- **Type “C” motor coaches** shall be FULL SIZE STANDARD COACH type body design, and have a seating capacity of 36 passengers (12 rows of seats; i.e. 1 seat on the left side and 2 seats on the right side of the bus). Seats to have padding constructed so as to prevent passenger contact with the structural parts of the back or bottom, and armrests to be padded sufficiently to provide insulation from vibration. Retractable aisle side armrests preferred. Seats to be capable of reclining to approx. 30 degrees, except for seats immediately ahead of lavatories or those in the extreme rear of the coach. Seat adjustment levers with placement for convenience and comfort are preferred. Enclosed overhead-type parcel racks must be available for coats, hats and parcels. **(Not a mini-coach).**

- iii. Buses must be equipped with air con conditioning and heating units, DVD players, radios and TV monitors and Wi-Fi (Internet for all passengers) and electrical outlets). It is strongly preferred that buses are equipped with Direct TV.
 - iv. Bus interiors and exteriors must be cleaned and serviced prior to each departure.
 - v. All busses ordered under this contract will be designated as non-smoking.
 - vi. On board rest rooms must be clean, sanitary and functional with adequate provision of toilet tissue, soap, paper towels and fresh wash water, or towelettes, for each trip.
- e. **Support Personnel.** Contractor shall have a representative at their facilities authorized to act on behalf of the Contractor between the hours of 8 a.m. and 5 p.m. weekdays. Contractor shall provide the FIT Athletic and Purchasing Office with a list of individuals who may be contacted after normal business hours in the event of an emergency. Contractor shall maintain sufficient staff to provide the University with uninterrupted service.
- f. **Rejection of Vehicles.** FIT may reject any transportation vehicle/services that do not meet the specific requirements of this contract. To their satisfaction the university shall have the following options: 1) Contractor to obtain replacement equipment at no additional cost to the College; 2) Department to adjust trip schedule; 3) College may opt to accept the offered vehicle/services; or 4) College may arrange for alternative transportation.

Trip Schedule

- a. A detailed itinerary will be supplied to the successful Bidder e-mail seven (7) business days prior to travel.
- b. The successful Bidder will be required to sign and return the itinerary with any adjustments to pricing based on deviation from the original schedule two (2) business days prior to travel.
- c. Both parties agree to be flexible, and in the case of any last-minute itinerary changes, prior to the trip or during the trip, both parties must agree to the change. This also includes any rest stops that are not listed on the signed itinerary.
- d. Any time changes beyond the control of FIT will be provided to the successful Bidder within forty-eight (48) hours prior to departure.
- e. Should an unforeseen incident occur (act of nature, etc.) where the College is forced to cancel a reservation prior to forty-eight (48) hours of departure, there will be no penalty to the College. Cancellations made less than forty-eight (48) hours of departure will be assessed a fee of 25% of the original price of the trip.

Rates

Bidders will indicate a single price-per-trip on **Exhibit A: Trip Schedule & Proposal Analysis Sheet**, for each bus based on the itinerary provided. Quotes are to be sent to Athletic Business Office for approval.

- a. It is the responsibility of the team to make lodging arrangements for the driver and charge to the team credit card.
- b. Confirmation must be received by FIT Athletics Office within five (5) days of receiving the order.

Performance

Failure of successful Bidder to perform in accordance with Bid Proposal, except for those beyond his/her control, may result in cancellation of contract, award to next highest scoring firm or contract may be rebid, whichever is in the best interest of the College.

7. Drivers

- a. All drivers must be professional, have the proper licenses and comply with all laws, rules and regulations.
- b. Successful bidder will brief and route the driver(s) assigned to the trip.
- c. Drivers must be supplied with map(s) and direction to all locations indicated within the itinerary provided by the College.
- d. The successful Bidder shall provide the College with the same driver(s) for all trips, as much as possible.
- e. Drivers must be on time, courteous, dressed professionally, and not intrude on any team function (meal, meeting, etc.) unless invited to attend by the coaching staff or an athletic administrator.
- f. Driver must follow all New York State laws pertaining to cell-phone use (i.e. hands-free device).
- g. The use of smoking tobacco by drivers is strongly discouraged around the team and bus at any time, please be at a reasonable distance (100 feet) away from the team and bus.

8. Emergency Procedure

- a. In the event of a breakdown, the Contractor has no more than two (2) hours to provide a replacement unit.
- b. If the contractor is unable to provide a replacement unit within the specified time period, it will be the responsibility of the Contractor to contract another company to service the College's needs.

- c. In the event of an emergency, the driver(s) shall be equipped with a reliable means of communication (cellular phone) so they may remain in contact with their dispatcher at all times.
- d. Contractor will supply driver(s) name(s) and contact information (cell number) five (5) days prior to the trip.

Section Two -- RFP General Terms and Conditions

A. Proposal Requirements:

1. Sealed proposals must be received before the time and at the location stated on the cover page of the RFP and must include the entire proposal document (consisting of Section One - Proposal Terms and Conditions and this Section Two - RFP General Terms and Conditions), the Contract Terms and Conditions, and the Proposal Analysis Sheet, as issued by FIT, including required signatures and attachments. Firms are not permitted to change or modify Proposal Terms and Conditions, Contract Terms and Conditions and/ or Proposal Analysis Sheet. All Firms propose on the same terms and conditions.
2. Each proposal must be sent **in digital and hard copy** and identified, on the outside of the envelope, by the name and address of the firm and designated as a proposal for the project. Hard copies of proposals shall be submitted in **ink only**; proposals submitted in pencil shall be subject to rejection. When a sealed proposal is placed inside another delivery jacket, the proposal delivery jacket must be clearly marked on the outside with the notation stated on the cover page of the RFP.
3. Firms are responsible to make certain that sealed proposals are received at the FIT Purchasing Department before the time of the proposal opening. FIT will not be responsible for improper delivery of proposals that do not comply with these instructions.
4. Proposals will be opened publicly.
5. Proposals received after the time of the proposal opening will be returned unopened.

B. No Oral Statements:

FIT will not be bound by any oral statement or representation in connection with the RFP or resulting Contract(s).

Any changes to the proposal document required by FIT shall be in writing and shall be issued by the FIT Purchasing Department to every entity that requested a copy of the RFP.

C. Firm Affirmation:

By signing the proposal, Firm certifies that:

1. No public officer or employee whose salary is payable in whole or in part by FIT, the City or the State is directly or indirectly interested in the proposal, or in the goods, services, supplies, equipment or labor which may be related to the proposal; and

2. Firm is not in arrears to FIT, the City or the State upon a debt, contract or taxes, and is not in default as surety or otherwise upon any obligation to any of them.

D. **Non-Collusive Proposal Certification:**

1. By submission of its proposal, Firm, and each person signing on behalf of Firm 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 its knowledge and belief:
 - a. The prices in the 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 Firm or with any competitor;
 - b. Unless otherwise required by law, the prices which have been quoted in the proposal have not been knowingly disclosed by Firm and will not knowingly be disclosed by Firm prior to opening, directly or indirectly, to any other Firm or to any competitor; and
 - c. No attempt has been made or will be made by Firm to induce any other person, partnership or corporation to submit or not to submit a proposal for the purpose of restricting competition
2. A proposal shall not be considered for award nor shall any award be made where (1)(a), (b) and (c) above have not be complied with; provided, however, that if in any case Firm cannot make the foregoing certification, Firm shall so state and shall furnish with the proposal a signed statement which sets forth in detail the reasons therefore.

E. **Confidentiality:**

1. If Firm believes that any information in its proposal or proposal constitutes a trade secret or should otherwise be treated as confidential and wishes such information not to be disclosed if requested pursuant to the New York State Freedom of Information Law (Article 6 of the Public Officers Law), Firm shall submit with its proposal or proposal a separate letter specifically identifying page number(s), line(s) or other appropriate designation(s) containing such information; explain in detail why such information is a trade secret; and formally request that such information be kept confidential. Such information must be easily separable from the rest of the proposal or proposal. A request that an entire proposal or proposal be kept confidential will not be considered. Failure by Firm to submit such a letter with its proposal or proposal identifying trade secrets shall constitute a waiver by Firm of any rights it may have under FOIL.
2. In some instances, FIT may, in its sole discretion, share certain confidential, sensitive, and/or proprietary information with Firms in connection with the RFP

(particularly in connection with preparation for any presentation(s)). All such information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held by Firm in strictest confidence and used only for the purpose of the RFP.

3. Firm acknowledges that FIT possesses certain confidential information that constitutes a valuable and unique asset. As used herein, the term “confidential information” includes all information and materials belonging to, used by or in the possession of FIT relating to its students, services, technology, financial information, business strategies and marketing plans, but shall not include a) information that was already within the public domain at the time the information is acquired by Firm or b) information that subsequently becomes public through no act or omission of Firm. Firm agrees that all confidential information is and shall continue to be the exclusive property of FIT, whether or not prepared in whole or in part by Firm and whether or not disclosed to Firm. Firm shall not use or disclose in any manner any confidential information of FIT except in the course of providing services pursuant to the Contract.

F. **Prices:**

1. This is a requirements contract. FIT makes no guarantee of the amount of work that may be required under this Contract.
2. Proposal prices shall be held firm for ninety (90) days from the proposal due date.
3. This Request for Proposal (“RFP”) is structured with broad guidelines to encourage competition. Firms are encouraged to submit such evidence of prior completed projects.
4. Under no circumstances will FIT be liable for any costs incurred by Firms in preparation and/or production of a Proposal nor for any work performed prior to the College’s written authorization to proceed on Contract.
5. Bid Security, performance and payment Bond are NOT required for this RFP.

G. **No Sales Tax:**

FIT is exempt from the payment of State and City sales tax; therefore, all prices quoted shall not include such tax. Sales tax exemption forms may be obtained from the FIT Purchasing Department.

H. **Proposal Withdrawal:**

1. Firms may withdraw proposals at any time before the proposal opening.
2. After the proposal opening, Firms may withdraw proposals only after the expiration of ninety (90) days and before any actual award.

3. Proposal withdrawals must be in writing.
4. In the event of a proposal mistake, a Firm may withdraw its proposal before the award of the Contract or within three (3) days after the opening of the proposal, whichever period is shorter. Firm shall furnish credible evidence that its proposal mistake was a clerical error as opposed to a judgment error. FIT will determine, upon objective evidence and pursuant to law, whether Firm shall be permitted to withdraw its proposal.

I. **Tie Proposals:**

Tie proposals will be awarded in FIT's absolute discretion based on its determination of FIT's best interest.

J. **Firm's Responsibility:**

1. In determining whether a Firm is responsible, FIT may consider experience, business references, integrity of the organization and its management, past performance, business and/or financial capabilities and/or capacity and technical skills.
2. The Firm is required to work closely with FIT event professionals and FIT staff, faculty, students, administrators, as well as, support departments such as Building & Grounds, Media Services, Security and Caterers. The Firm must be both an independent creator and one who can easily accommodate deadlines, attend production meetings, adhere to budgets, follow health and safety requirements, and accommodate the many internal regulations of a diverse, urban-based, state college. The ability to follow directives, work collegially with all participants, demonstrate a professional demeanor at all times, and assist with issues is essential.
3. The Firm must demonstrate the ability to follow directives, work collegially with all exhibition participants, demonstrate a professional demeanor at all times, and assist with all exhibition graphics issues is essential.
4. Firm personnel (including contracted personnel) must report daily to the FIT Security area in the Lobby of Building "C" before entering FIT's site. All Firm personnel must obtain temporary FIT identification that Firm's personnel must display at all times while on the FIT site. While on FIT property, all Firm's personnel shall be subject to all FIT campus policies and procedures, including, but not limited to, prohibitions related to tobacco, drug, and alcohol use, and policies and procedures regarding appropriate and civil conduct. Firm's personnel shall not fraternize with FIT students or employees beyond what is necessary to complete their work or any assigned Projects. FIT policies may be found at <https://www.fitnyc.edu/policies/>. FIT reserves the right, in its sole determination, to eject from the campus, any Firm personnel violating such policies, in addition to any other rights and remedies.

K. **Proposal Rejection:**

1. FIT may reject a proposal if:
 - a. The proposal is not responsive to the requirements of the Request for Proposals;
 - b. Firm does not provide information or documents required;
 - c. Firm does not submit the proposal security as required (if applicable);
 - d. Firm misstates or conceals any material fact in the proposal;
 - e. The proposal is conditional;
 - f. The proposal prices are not in ink;
 - g. The proposal contains prices that are unbalanced; and/or
 - h. FIT determines that firm is not responsible in accordance with law and FIT regulations.
2. FIT reserves the right to reject any or all proposals if it is in the best interest of FIT to do so.

L. **Award of Contract:**

1. Subject to the provisions Paragraph K immediately above, the Award shall be made to the Firm with the highest score of Evaluation Criteria.
2. FIT reserves the right to waive technicalities in a proposal.
3. By submission of its Proposal, firm represents that it is willing and able to enter into an agreement with FIT upon the terms and conditions substantially in conformance with those contained in the Contract attached to this RFP ("Exhibit B") ("the Contract"). FIT reserves the right to make revisions to the Contract prior to execution.
4. The Contract shall be signed by the successful Firm after the award is made. The successful Firm shall execute the Contract within ten (10) business days of the award. FIT will retain the proposal security (if applicable) as liquidated damages in the event the successful Firm fails to execute the Contract within this time period.
5. All contracts awarded by FIT shall be executed only to the extent funds are available.

M. **Governing Law:**

1. This RFP shall be construed in accordance with the laws of the State of New York without regard to conflict of law provisions.
2. Any action arising from this RFP shall be brought in the federal or state courts located in the State of New York and in the County of New York.
3. Firm consents to the exercise by the courts of the State of New York of personal jurisdiction over it concerning any matter arising out of or in connection with this RFP.

N. **Copyright**

All copyrightable works (including but not limited to, reports, compilations of data, software, pictorials or graphics) created or prepared by Firm in the course of its work pursuant to the Contract shall be "works for hire" (as that term is defined in the copyright laws of the United States) for FIT and all copyright rights therein are expressly intended to be wholly owned and the copyright to be held by FIT. To the extent that any such copyrightable works may not, by operation of law, be works for hire, Firm hereby assigns to FIT the ownership of copyright in such items and FIT shall have the right to obtain and hold in its own name copyrights, registrations and similar protection which may be available in such items. Firm agrees to give FIT or its designee all assistance reasonably required to perfect such rights. Firm represents and warrants that he is sole author of any and all such materials, and that they are original works not subject to any prior agreement, lien or other rights. Firm further warrants that the materials do not contain libelous, plagiarized, injurious or other unlawful matter, and that they do not infringe on the copyright or violate any other right of any person or party whatsoever. Firm shall indemnify and hold FIT harmless against any and all claims, damages or expenses, including, but not limited to, attorney's fees arising out of a breach of such warranties.

Exhibit A: Team Spreadsheet & Proposal Analysis Sheet
TITLE: As-Needed Bus Transportation Services
RFP No. C1652

Labor wage rates shall be binding for the entire contract term. Labor costs to be billed at the following rates based on the time laborer arrives at and departs from FIT job site.
 NO TRAVEL TIME.

Number of Passengers	Team	Date	Location	Address	Depart FIT	Depart from Event	Quote for Round Trip
38	Women's Soccer	8/30/24-9/1/24	Holyoke, MA	Holyoke, MA	8/30, 2:00 PM	9/1, 2:30 PM	
38	Women's Soccer	9/7/24	Rowan College @ Gloucester County	Sewell, NJ	10:30 AM	5:00 PM	
24	Women's Volleyball	9/19/24	Bronx Community College	Bronx, NY	4:00 PM	9:00 PM	
38	Women's Soccer	9/20/24	New York Pier 40	New York, NY	10:30 AM	3:00 PM	
24	Cross Country	9/21/24	Bethpage State Park	Farmingdale, NY	8:15 AM	1:15 PM	
24	Cross Country	9/28/24	Bard College Montgomery Place	Red Hook, NY	7:15 AM	1:15 AM	
38	Women's Soccer	9/28/24	Suffolk Community College	Selden, NY	8:45 AM	2:30 PM	
24	Women's Volleyball	9/28/24	Kingsborough Comm College	Brooklyn, NY	9:30 AM	3:00 PM	
24	Women's Volleyball	10/3/24	Hostos Comm College	Bronx, NY	3:30 PM	9:00 PM	
38	Women's Soccer	10/5/24	Garden City NY Mitchell Field	Uniondale, NY	12:00 PM	6:00 PM	
24	Cross Country	10/6/24	Van Cortlandt Park	Bronx, NY	8:45 AM	1:15 PM	
38	Women's Soccer	10/6/24	Kingsborough Comm College	Brooklyn, NY	9:30 AM	2:30 PM	
38	Women's Volleyball	10/12/24	Rockland Comm College	Suffern, NY	9:15 AM	3:00 PM	
24	Cross Country	10/13/24	Hudson Valley Sports Dome	Milton, NY	7:45 AM	1:15 PM	
38	Women's Soccer	10/13/24	Kingsborough Comm College	Brooklyn, NY	9:30 AM	2:30 PM	
24	Cross Country	10/19/24	Sunken Meadow State Park	Kings Park, NY	8:00 AM	1:15 PM	
38	Women's Soccer	10/19/24	Kingsborough Comm College	Brooklyn, NY	9:30 AM	2:30 PM	
38	Women's Soccer	10/20/24	Rowan College @ Gloucester County	Sewell, NJ	10:00 AM	4:30 PM	
38	Women's Soccer	10/29/24	Kingsborough Community College – Region 15 Semifinals	Brooklyn, NY	11:00 AM	4:30 PM	
38	Women's Soccer	11/2/24	St. Joseph's Univ. Outdoor Field Complex	East Patchogue, NY	8:15 AM	3:00 PM	
38	Women's Volleyball	11/2/24	Dutchess Community College	Poughkeepsie, NY	8:15 AM	3:00 PM	
24	Cross Country	11/8/24	FIT to LGA	Elmhurst, NY	5:30 AM	N/A	
38	Swim	11/9/24	SUNY Delhi	Delhi, NY	8:00 AM	5:00 PM	
24	Cross Country	11/10/24	LGA to FIT (pick up @ 12pm)	Elmhurst, NY	N/A	12:00 PM	
24	Swim	12/7/24	Sarah Lawrence College	Bronxville, NY	10:30 AM	5:00 PM	

Firm: _____
(Print or Type Company/Partnership/Individual Name)

By: _____
(Signature of Authorized Representative)

Name: _____
(Print or Type Name of Representative)

Title: _____
(Print or Type Title of Representative)

Address: _____

Telephone: _____

Federal ID #: _____

E-mail: _____

Date: _____

IMPORTANT:

This proposal analysis sheet is the only pricing format acceptable. Firms must submit pricing using this form. FIT will not accept proposal responses on any other form.

NOTE:

FIT will not sign any Firm generated contract, agreement or scope of work. FIT Bid and Terms and Conditions apply. Firm requirement for FIT to sign any document will be grounds for rejection. Firm inclusion of any clarifications, exceptions or changes which are not in compliance with FIT Bid and Terms and Conditions will be grounds for rejection.

Exhibit B: Contract

THIS CONTRACT (the "Agreement") is made and entered into as of the ___ day of _____ by _____ and between the Fashion Institute of Technology (hereinafter "FIT") and (hereinafter "Firm").

WHEREAS, it is the desire of FIT to retain the services of qualified Firms to provide bus transportation services ("Firm") for the College's Athletic Teams and other FIT functions;

NOW, THEREFORE, in consideration of the mutual promises of the parties hereto, FIT hereby retains Firm upon the terms and conditions contained herein, and Firm hereby accepts said retention and agrees to provide professional services for developing the overall lighting exhibition design, in accordance with terms and conditions set forth in this Agreement, and in accordance with the General Terms and Conditions contained in the RFP, as incorporated herein by reference, which shall together constitute the Agreement.

1. Term:

The effective date of this Agreement shall be ***TBD*** upon award of project. The Agreement may, however, be terminated at any time by either party giving thirty (30) days' notice in writing to the other party. Further, notwithstanding the option to terminate upon thirty days' notice, the contractor is obligated to timely complete each specific project that is then in progress.

2. Services by Firm:

Specifically, the assignment includes ("Services") for the Firm to provide:

A response to all services with fully in-house capabilities only. FIT shall retain all ownership and possession of any reports or similar materials created by Consultant, its partners, and/or its sub-contractors used in fulfilling its Services to FIT.

3. Scope of Services

Firm will work closely with FIT personnel and be charged with providing bus transportation services ("Firm") for the College's Athletic Teams and other FIT functions.

A. General Conditions:

1. Buses to be provided must be as required on Exhibit A – Team Spreadsheet & Proposal Analysis Sheet.
2. The majority of trips require a 24 or 38 passenger size bus. Buses must be a 2019 model or newer. Buses must be equipped with air conditioning and heating units, recliner type seats, a restroom, DVD players, radios, and TV monitors and Wi-Fi (Internet for all passengers) and electrical outlets. Failure to provide a working DVD player and Wi-Fi will result in a

reduction of 1% from the “cost per trip” for each occurrence. Verification of failure will be based on documentation provided by each team coach.

3. Buses must be in good working condition and contain emergency equipment inclusive of fire extinguisher, first aid kit and triangular hazard kit. Service provider must properly maintain and repair all buses used in the performance of this contract. This will include routine interior and exterior cleaning of the vehicles and properly maintained climate-controlled systems. Contractor must indicate the location of their service facility. The College reserves the right to inspect, approve, and/or reject all vehicles submitted to provide service. All buses must be properly inspected and maintained per manufacturer’s guidelines.
4. Fuel shall be provided by the Contractor.
5. The Contractor shall provide properly trained, licensed drivers for all operations.
6. Driver and vehicle are to be available throughout the trip at the discretion of the College staff.
7. Complaints-the College will determine if complaints represent a breach of service, quality, or safety requirements. Complaints will be documented and discussed with Contractor for immediate remedial action if necessary.
8. Contractor shall have the necessary New York State Department of Transportation permits to operate this type of service. Photocopies of said permits shall be furnished to the College upon request.
9. Drivers must have a commercial driver license (CDL).
10. Drivers-Contractor shall provide only drivers with demonstrated records of safe driving and properly licensed. Each assigned driver must have a minimum of 10 years total driving experience. Contractor will meet or exceed all Federal, State local and regulatory requirements for the hiring and employment of all drivers. The College reserves the right to require the Contractor to replace a driver who the College believes, in the exercise of reasonable discretion, does not have a record of driving safely or who does not display appropriate behavior. Upon request, Contractor shall provide copies of driver licenses, training manuals, and evidence of drug testing. **Drivers are not permitted to use personal cell phones at any**

time while operating the vehicle. Drivers must have either a company uniform or identification with their name on it, or both.

11. Contractor must hold and maintain a rating of "Good" on the [NYS DOT Performance Based Bus Safety Program Operator](#) in addition to the Federal Motor Carrier Safety Regulations (FMCSR) rating requirement already stated.
12. Drivers and vehicles must be at FIT 30 minutes prior to the scheduled departure time.
13. The driver must stop for team meals, in route, at the request for the College staff.
14. Drivers will be responsible for their own meals and may not request reimbursement. College will pay for hotel room for overnight stays.
15. Drivers must be receptive to recommendations for route changes by the College staff.
16. Company must provide evidence of the availability of support personnel for evenings and weekends in the event of vehicle breakdown or driver reassignment.
17. Buses must have a communication system that allows for two-way communication with supervisors and/or dispatchers at all times.
18. Contractor shall be in full compliance with the Federal Motor Carrier Safety Regulations (FMCSR) and have a "satisfactory" rating within the last year, indicating compliance with Federal Motor Carrier Safety Regulations, as issued by the U.S. Department of Transportation's Federal Highway Administration. Evidence of the Contractor's rating must be submitted with its proposal.
19. All buses must be properly registered, licensed, and have the appropriate state permits to carry the anticipated passenger and baggage weight within each transit state.
20. All buses ordered under this contract shall be NON-SMOKING.

21. On board rest rooms must be clean, sanitary and functional with adequate provision of toilet tissue, soap, paper towels and fresh wash water, or towelettes, for each trip.
22. The successful service provider will report to the Director of FIT Athletics, and will operate a cost effective, reliable, and safe bus service to all locations.
23. Company shall provide the name(s) and contact information for the transportation manager. Contact must be available to receive calls throughout all scheduled transportation timelines. Include name, office telephone, cell phone, fax and e-mail addresses.
24. Please refer to Section IA: Contractor Responsibility/Technical Specifications for other requirements.

4. Indemnification

The Firm shall indemnify FIT and its respective affiliates, officers, trustees and employees, and hold them harmless against any and all liability, loss, damages, costs or expenses, including reasonable attorney's fees, which they may incur, suffer or be required to pay in connection with the defense and/or settlement of any claim, action, suit or brought by any person, agency, entity or organization arising out of any negligent or other wrongful act or omission by the Firm, its contractors, or subcontractors, or otherwise arising out of the services rendered under this Agreement.

5. Confidentiality

All information, whether printed, written or oral, which is requested from or voluntarily furnished by FIT shall be held in strictest confidence and used only for the purpose of this Agreement. Firm's submissions to FIT shall not be considered confidential.

6. Arbitration

Any unforeseen disputes arising under this agreement which cannot be settled between the two parties will be submitted to the American Arbitration Association (AAA) for arbitration at a location in New York, New York in front of a single arbitrator appointed by the AAA. The two parties agree that arbitration by the AAA will be the final and binding resolution and the prevailing party shall be entitled to recover reasonable attorney fees in such suit or action, including any appeal.

7. Entire Agreement

This Agreement, which shall include the General Terms and conditions contained in the RFP, as incorporated herein by reference, is the entire agreement of the parties. It shall supersede any prior understandings or agreements of the parties, whether oral or written. Amendments

to this agreement may be proposed in writing by either party hereto and shall be deemed rejected - unless the party to whom any amendment is proposed accepts said amendment in writing within ten days after receipt of the proposed amendment. No oral agreement shall be effective to alter the terms of this Agreement.

8. Effect of Waivers

The waiver by one party of a breach of any provision of this agreement by the other party shall not operate or be construed as a waiver of any subsequent breach. No waiver shall be valid unless in writing and signed by an authorized representative of the party agreeing to the waiver.

9. Governing Law

All issues and questions concerning the construction, validity, enforcement and interpretation of this Agreement shall be governed by, and construed in accordance with, the laws of the State of New York, without regard to its conflict of law's provisions.

10. Non-Assignability

Neither party shall assign, transfer, or subcontract this Agreement or any of its rights or obligations hereunder without the express, prior written consent of the other Party.

11. Severability

If any provision of this Agreement is held invalid or unenforceable by any tribunal or court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12. Execution

This Agreement may be executed in multiple counterparts, any of which may be a facsimile or "pdf", each of which shall be deemed to be an original but all of which shall constitute one and the same instrument. Electronic signatures will be accepted.

13. Third-Party Agreements

Any agreement entered into by the Firm and a Third Party in connection with Deliverables under this Contract shall include the same terms as those appearing in this Contract.

CONTRACT SIGNATURE PAGE
TO BE SIGNED ONLY UPON AWARD OF CONTRACT

Title: RFP C1652 – As-Needed Bus Transportation Services

In witness whereof, the parties have executed this Contract:

The amount of this Contract is, as per the attached rates listed in Exhibit A: Team Spreadsheet & Price Analysis Sheet.

For Firm:

Signature

Company Name

Print Name and Title

Acknowledgement of Person Executing for Firm

State of New York

County of _____) SS:

On this day of _____, 20__ before me personally came _____ to me known, who being by me duly sworn did depose and say that s/he is the _____

of the Firm described herein and who executed the above instrument; and that s/he signed her/his has the authority to do so.

Notary Public

Fashion Institute of Technology:

Sherry F. Brabham, VP of Finance and Administration

Date