

WEST HEMPSTEAD UNION FREE SCHOOL DISTRICT

REQUEST FOR PROPOSALS

SCHOOL TRANSPORTATION RFP CONSULTANT SERVICES

The West Hempstead Union Free School District, hereinafter referred to as “the District”, invites proposals from qualified individuals and firms, hereinafter referred to as “Consultant”, to perform transportation consultant services.

In accordance with the District’s policies and procedures, contracts for professional services requiring special skill or training are not subject to competitive bidding requirements of §103 of General Municipal Law.

1. Purpose

The District requests proposals from qualified individuals and firms interested in providing transportation consultant services to the District for the purposes of assisting the District in developing and managing an RFP (Request for Proposal) for District-contracted bus service for the 2020-2021 school year.

Proposal Submission

Proposals must be clearly labeled and submitted to the Business Office via email to jpress@whufsd.com and ntricarico@whufsd.com or courier to the West Hempstead Administrative Offices, 252 Chestnut Street, West Hempstead, New York 11552 on or before 9:00 a.m. prevailing time, on Friday, February 14, 2020.

There is no expressed or implied obligation for the District to reimburse responding individuals or firms for any expenses incurred in preparing quotations, attending pre-quotation conferences, or interview(s) in responding to this request. Proposals submitted after the stated time and date will not be considered and will be returned to the individual or firm unopened.

Inquiries should be directed to:

Joel C. Press
Assistant Superintendent for Business & Operations
West Hempstead UFSD
252 Chestnut St.
West Hempstead NY, 11552
(516) 390-3103
jpress@whufsd.com

2. Scope of Services

The Consultant shall:

- A. Work with District staff to obtain necessary information to develop the specification pages.
- B. Work closely with District staff to determine the specifications that best fit the needs of the District.
- C. Work with District staff to respond to questions/clarifications from proposers and develop addenda if needed.
- D. Provide the SED-compliant public notice to be published by the District.
- E. Assist the District's evaluation team with scoring RFP responses, leading toward recommendation for award.

3. Time Factor

- A. It is expected that the Consultant will begin working with the District immediately after the Consultant is appointed by the Board of Education. The District anticipates appointing the Consultant no later than **March 3, 2020**.
- B. The RFP must be developed within ten (10) days after the District appoints the Consultant. The District anticipates publication of the SED-compliant public notice and the publication and distribution of the RFP no later than **March 20, 2020**.
- C. The District anticipates a submission deadline for responses to the RFP of no later than **April 3, 2020**.
- D. Providing the services required herein is time sensitive, as results of the RFP are critical to the District's 2020-21 budget development process.

4. Proposals

All proposals must be submitted in two parts. Part I must consist of responses to the management and qualification items. Part II 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. Only two copies of each proposal will be accepted, one copy titled "ORIGINAL" and the second titled "COPY". Each page of the proposal must state the name of the individual or firm submitting the proposal, the fact that the RFP is being submitted to West Hempstead UFSD, and the page number. All materials submitted in response to this request for quotation shall become the property of the District.

PART I – Management and Qualifications

In setting forth its qualifications, each individual or firm submitting a proposal shall:

- A. Provide evidence of the individual's and/or firm's credentials, experience and qualifications in the area of school transportation bidding and RFPs.
- B. Describe the individual's and/or firm's experience and expertise focusing on this type of consulting, along with a list of at least five (5) recent client references.
- C. State the name(s) of the officer(s) and associate(s) in the firm.
- D. State the names and credentials of all partners, associates, and any other individual(s) who might be assigned to this engagement and provide their resumes.
- E. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
- F. Provide any other information that might be beneficial to the District.

PART II – Cost

This section shall include the proposed costs to provide the consulting services requested. Include any other cost and price information that would be contained in a potential agreement with the District.

5. Insurance Requirements

- A. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Consultant hereby agrees to effectuate the naming of the District as an unrestricted additional insured on the Consultant's insurance policies, with the exception of workers' compensation and professional liability. If the policy is written on a claims-made basis, the retroactive date must precede the date of the contract.
- B. The policy naming the District as an additional insured shall:
 - Be from an AM Best rated "secured" insurer, authorized to conduct business in New York State.
 - Contain a 30-day notice of cancellation.
 - State that the Consultant's coverage shall be primary coverage for the District, its Board, employees and volunteers.
 - The District shall be listed as an additional insured by using endorsement CG 2026 11 85 or broader. The certificate must state that this endorsement is being used. If another endorsement is used, a copy shall be included with the certificate of insurance.
- C. The Consultant agrees to indemnify the District for any applicable deductibles.

D. Required Insurance:

- **Commercial General Liability Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate.
 - **Automobile Liability**
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - **Workers' Compensation and N.Y.S. Disability**
Statutory Workers' Compensation, Employers' Liability and N.Y.S. Disability Benefits Insurance for all employees. Proof of coverage must be on the approved specific form, as required by the New York State Workers' Compensation Board. ACORD certificates are not acceptable.
 - **Professional Errors and Omissions Insurance**
\$1,000,000 per occurrence/ \$2,000,000 aggregate for the professional acts of the Consultant performed under the agreement with the District. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the contract or agreement.
 - **Excess Insurance**
On a "Follow-Form" basis, with limits of \$3,000,000 each occurrence and aggregate.
- E. Consultant acknowledges that failure to obtain, or keep current, such insurance on behalf of the District constitutes a material breach of contract and subjects the Consultant to liability for damages, including but not limited to direct, indirect, consequential, and special and any other damage the District sustains as a result of the breach. In addition, the Consultant shall be responsible for the indemnification to the District of any all costs associated with such lapse in coverage, including but not limited to reasonable attorney's fees. The Consultant 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 failure of the District to object to the contents of the certificate or the absence of same shall not be deemed a waiver of any and all rights held by the District.
- F. The District is a member/owner of the NY Schools Insurance Reciprocal (NYSIR). The Consultant further acknowledges that the procurement of such insurance as required herein is intended to benefit not only the District but also NYSIR, as the District's insurer.

6. Termination of Contract:

Any contract agreed to under this Request for Proposals is subject to termination by either party with thirty (30) days written notice. In the event of termination of the contract, the District's responsibility shall be to pay for unpaid services performed and authorized costs incurred by the Consultant.

7. Right to Reject Requests for Proposal:

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposals, to request additional information from all proposers, and to negotiate with one or more of the finalists regarding the terms of the engagement. The District intends to select the individual or firm that, in its opinion, best meets the District's needs, and not necessarily the firm whose fees are the lowest.

8. Additional Information

Consultant acknowledges that it will not hold itself, its officers, employees and/or its agents out as employees of the District. Consultant is retained by the District only for the purposes and to the extent set forth in the agreement between Consultant and the District and its relationship to the District shall, during the periods of its services hereunder, be that of an independent contractor. Consultant shall not be considered as having employee status and shall not be entitled to participate in any of the District's workers' compensation, retirement, fringe benefits, unemployment insurance, liability insurance, disability insurance, or other similar employees benefit programs. Similarly, Consultant, its officers, its employees, and/or its agents shall not be considered as having employee status for the purposes of any other rights, privileges or benefits derived from employment by the District.

Consultant shall complete a W-9 form and the District will issue a 1099 form, if applicable, at the end of the calendar year for income tax purposes.

9. Proposal Evaluation

- A Proposals received will be evaluated by the Board of Education and/or the Assistant Superintendent for Business & Operations to determine whether the requirements of this RFP have been met

Proposals shall be evaluated based upon the following:

- Prior experience in school district transportation.
 - Prior experience developing and managing school district transportation RFPs
 - Familiarity with Long Island school district transportation
 - Location
 - Length of time in business
 - Client references
 - Total proposed price
 - Staffing - (evaluation of employees' resumes)
 - Ability to devote necessary resources to complete the RFP in a timely manner.
- B. The evaluation process is designed to award the proposal not necessarily to the Consultant of least cost, but rather to the Consultant with the best combination of attributes based on the evaluation criteria.

10. Interview

The award process may include an interview with the District’s Assistant Superintendent for Business & Operations and Transportation Coordinator. The date of any interview is to be determined.

District Background – Relevant Facts

The West Hempstead Union Free School District educates approximately 2,000 students in grades K through twelve, in five (5) schools in an area of approximately 2.8 square miles. Of this number, approximately 1,100 public school students are transported to school. Approximately another 105 students are transported to two (2) non-public schools within the school district boundaries. The District transports approximately 1,130 students to private/parochial and special education schools outside the District boundaries. All buses are secured through contracted transportation agreements.

The current school bell schedules are:

Kindergarten Center (1 School):	8:40 – 2:50
Cornwell Avenue Elementary (Gr 1 - 3):	9:05 – 3:20
George Washington Intermediate (Gr. 4 - 6):	8:55 – 3:10
Middle School (Gr. 7 – 8) (1 School):	7:55 – 2:40
High School (Gr. 9–12) (1 School):	7:55 – 2:40
St. Thomas School	8:00 – 2:40
Hebrew Academy of Nassau County	8:00 – 4:00

The District utilizes the Transfinder routing software.