

# **ADDENDUM NO. 1**

(April 27, 2020)

Response to Questions

**Board of Education West Hempstead Union Free School District**

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## **NOTICE TO ALL POTENTIAL PROPOSERS:**

Notice is hereby given to all potential Proposers that this is an addendum to the Request for Proposal for Transportation of Pupils for the 2020-2021 School Year issued on April 17, 2020.

Board of Education

West Hempstead Union Free School District

## **Instructions:**

This page of addendum No. 1 shall be signed and returned with the proposal.

## **RECEIVED BY:**

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Proposer Signature

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Firm Name

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1. What, if any is the cancel on arrival charge for field trips and athletics? What is the cut off time for cancellation e.g. if a driver leaves the yard and is en-route to a field trip pick up, will the contractor be compensated for a cancel on an arrival?

**All conditions regarding pricing this category are to be addressed by the proposer.**

2. Section 2B requires 5 years of motor vehicle accident data, would 3 years be sufficient?

**3 years of accident data will be sufficient.**

3. We have included an excerpt from Section 9 on page 16 for convenience below:  
Section 9 Routes and Route Scheduling

School Year and Number of Days: The number of days for which transportation will be required will not exceed one hundred eighty-five (185) days and, in any case, will be governed by the actual School District calendar as adopted by the Board of Education including the calendars of all other schools for which the School District is responsible for furnishing transportation. When schools are closed for any reason, including but not limited to, "Acts of God", acts of governmental authorities, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions, war (whether or not declared), the School District, in its sole discretion, may withhold payment from the Contractor(s) for all days that no service is provided. The School District reserves the discretion to require that transportation be furnished on such other days as the Board of Education declares as official school days.

As contractors, we make significant investments for tangible assets like buses and properties. We amortized our costs over the life of the contract we seek. Many of our costs are inflexible fixed expenses. Is the district aware that the price for this clause could significantly impact the pricing per unit?

For example- If schools open in September then close on October 15th and reopen on December 4th, how will the contractor be compensated?

**The district is aware of the potential impact of the language in Section 9 of the Specifications. The district is also aware of the need to maintain a robust school transportation industry in the region so that the district is able to continue providing transportation services to its students each school year. The district is also aware of its responsibility to its taxpayers to prudently spend such taxpayers' tax dollars. With that in mind, the district will determine, in its sole discretion, compensation to the Contractor, if any, for any period of time when schools are closed for any reason, including but not limited to, "Acts of God", acts of governmental authorities, epidemics, pandemics, outbreaks of infectious disease or any other public health**

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West Hempstead Union Free School District  
Request for Transportation Proposals

Date of Opening: May 1, 2020  
11:00 a.m.

Proposer's Initials: \_\_\_\_\_

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**crisis, including quarantine or other restrictions, war (whether or not declared), based on the specific details of any such closure(s).**

4. With an eye towards current events, there is a possibility of flare-ups for the ensuing 2020-2021 school year. It may be particularly difficult if not impossible to finance new buses in the current environment in light of the pandemic and where a school system doesn't back a certain fixed amount of revenue stream. Bearing in mind that vehicles cannot be older than 10 and 12 years, would the district be open to language that guarantees payments for a minimum amount of days and a minimum level of service?

**As previously stated, the district is aware of the need to maintain a robust school transportation industry in the region so that the district is able to continue providing transportation services to its students each school year. The district is also aware of its responsibility to its taxpayers to prudently spend such taxpayers' tax dollars. With that in mind, the district will determine, in its sole discretion, compensation to the Contractor, if any, for any period of time when schools are closed for any reason, including but not limited to, "Acts of God", acts of governmental authorities, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions, war (whether or not declared), based on the specific details of any such closure(s).**

5. Separately, the language of Section 9 implies snow days and certain minor disruptions may not be compensated. Previous industry standards allowed for a certain amount of snow days which aligns with our CBAs. Is it the intent of the District to make deductions for snow days and other disruptions of a minor nature?

**As previously stated, the district is aware of the need to maintain a robust school transportation industry in the region so that the district is able to continue providing transportation services to its students each school year. The district is also aware of its responsibility to its taxpayers to prudently spend such taxpayers' tax dollars. With that in mind, the district will determine, in its sole discretion, compensation to the Contractor, if any, for any period of time when schools are closed for any reason, including but not limited to, "Acts of God", acts of governmental authorities, epidemics, pandemics, outbreaks of infectious disease or any other public health crisis, including quarantine or other restrictions, war (whether or not declared), based on the specific details of any such closure(s).**

6. During the current 2019-2020 school's shutdown, have you denied payments to any of your current contractors for services?

**This question is not seeking to clarify anything in the RFP.**

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7. Section 23 (Nonperformance damages) is the school district willing to reduce the cost of the damages to a more reasonable rate in order to prevent an aggressive surcharge?

**No**

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