Clinton Central School District

Request for Proposals

Clinton Central School District
Transportation Storage and Dispatching Facilities

Notice is hereby given that the Clinton Central School District is seeking proposals for the storage of its School Bus Fleet and Office Space for Dispatching and Driver Area.

Sealed proposals will be received in their final form no later than:
June 11 at 10:00 a.m. in the Business Office 75 Chenango Ave,
Clinton, New York 13323

For further information, please contact:

Joseph Barretta, Assistant Superintendent for Business
Clinton Central School District
75 Chenango Ave
Clinton, New York 13323
(315) 557-2286

TENTATIVE SCHEDULE

Timetable

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1. **Purpose**

   This Request for Proposal is for the purpose of selecting a contractor responsible for storing the current fleet of approximately 25 school buses in addition to providing space for transportation staff (bus drivers and bus aides) and for the Dispatcher’s office. The Board of Education and District are seeking these services for a 1-year period (with four (4) additional one-year options to renew) commencing on or about July 1, 2024.

2. **Proposal Submission**

   The delivery of the proposal shall include one (1) original and five (5) copies of the proposal submitted to the Clinton Central School District Business Office, 75 Chenango Ave, Clinton New York 13323, on or before June 11, 2024 10:00 am. All proposals shall be typed and clearly labeled. Any proposal not submitted by this time and date will be automatically disqualified from the consideration process. Facsimiles are not acceptable.

   All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and the Clinton Central School District will in no way be held liable for these costs. The Clinton Central School District and Board of Education are the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

3. **Contacts for the Clinton Central School District**

   The Clinton Central School District official contact for all correspondence, inquiries, and submissions related to this RFP is Joseph Barretta, Assistant Superintendent for Business. The telephone number is 315-557-2286. The mailing address and physical address is: 75 Chenango Ave, Clinton, New York 13323. Office hours are from 8:00 A.M. to 4:00 P.M., Monday through Friday.

4. **Term of Engagement**

   Upon pre-approval or board of education award through June 30, 2025 (with four (4) additional one-year options to renew). The successful proposer will enter into an Agreement with the School District in substantially the same form as attached hereto as Attachment #1.

5. **Board of Education Process**

   THE BOARD OF EDUCATION RESERVES THE RIGHT TO ACCEPT OR REJECT ANY OR ALL PROPOSALS OR ANY PARTS OF PROPOSALS.
The original copy of all proposals received will be kept on file in the Business Office. Proposals will be evaluated by members of the Board of Education, Superintendent and Assistant Superintendent for Business. During the evaluation process, the Clinton Central School District reserves the right, where it may serve the District’s best interest, to request additional information or clarifications from those contractors submitting proposals.

It is anticipated that the selection of a contractor or landlord will be completed by June 18, 2024. Following the notification of the selected firm, a contract will be executed between both parties as soon as possible thereafter.

The Board and members of the selection committee may, at their discretion ask for a brief meeting with the contractor and their strategic personnel who would be involved with the District.

**Award of Contract**

The contract will be awarded to the entity(s) whose proposal is the most advantageous to the Clinton Central School District as determined by the evaluation process. The evaluation process will consist of the following:

- Experience and expertise
- Alignment with industry standards
- Proposed methodology and approach/cost effectiveness
- Availability of ongoing support and resources
- References

6. **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, pricing information and insurance. Incomplete submissions will not be considered for award. All materials submitted in response to this request for quotation shall become the property of the District.

**Part I - Management Qualifications**

A. Number of years of experience and the contractor’s ability to meet the bid requirements.

B. Names of the contractor’s key personnel involved in the operation.

C. Contractor is required to provide a detailed plot plan layout or map of the property for consideration of the layout of a) parking of the fleet of approx. 25 vehicles b) parking of approximately 25 employee personal cars.

D. Identify the nature of any potential conflict of interest the individual or firm might have in providing these services to the District.
Part II – Cost and Insurance

Each proposal will clearly state the fees to be charged to the District. This includes annual fees to be charged to the District specifically for items of: Storage of Buses and Rental of Office Space.

Storage of Buses and Rental of Office:

A. To provide a parking facility and security for the purpose of storing the District’s School Bus Fleet of approximately 25 vehicles, provide a lighted, heated work bay or enclosed area as available for minimal light duty maintenance to be performed by District personnel, and provide an air compressor to maintain appropriate air pressure in bus tires.

B. To furnish heated office space, sanitary bathroom and employee parking for approximately 25 vehicles. The landlord/contractor shall be responsible for all utilities costs, cleaning of the office space and all applicable snowplowing ingress/egress for drivers’ personal vehicles and school buses.

C. Insurance - Prior to commencing work, the vendor shall obtain, at its own cost and expense, the following insurance by insurance companies licensed in the State of New York with a rating of A or A+ and shall provide evidence of such insurance to the DISTRICT. The insurance will provide a defense and indemnify the District against any and all claims of any nature whatsoever, arising out of the Bidder’s operation under this agreement. This insurance shall apply regardless of whether the operations, actions, derelictions or failures to act, from which the claim arises, are attributable to the BIDDER, any of its consultants, officers, agents, contractors, employees, or anyone directly or indirectly employed by any of them, including anyone for whose acts any of the aforementioned may be liable by operation of statute, government regulation, or applicable case law.

The policies or certificates thereof shall provide that thirty days (30) prior to cancellation or material change in the policy, notices of same shall be given to the DISTRICT by registered mail, return receipt requested, for all of the following stated insurance policies. All such notices shall name the vendor and identify the agreement. The policy shall state that the organization’s coverage shall be primary coverage for the Clinton Central School District, its Board, employees, and volunteers. Clinton Central School District shall be listed as an additional insured by using endorsement CG 2026 or broader. This certificate must state that this endorsement is being used. A copy of the endorsement shall be included with the certificate of insurance.

In the event that the insurance companies issuing the policies required by this exhibit deny coverage to the BIDDER, the BIDDER will defend, indemnify, and hold harmless the CLINTON CENTRAL SCHOOL DISTRICT at the BIDDER’s expense.

1. GENERAL LIABILITY: The contractor and all subcontractors shall procure, pay for and maintain such insurance as, in the opinion of the Clinton Central School District will indemnify and save harmless the District of and from any and all liability for damages for injury to the person or property of another, and against and from all suits and actions and all costs and damages to which the district may be put, for or on account of, any injury or alleged injury to the person or property of another resulting from the performance of the
work, whether said performance to be made by contractor or by the subcontractor, or any 
one directly or indirectly employed by either of them, or from failure to protect and guard 
the same. The amounts of such insurance shall not be less than:
- $2,000,000 Each Occurrence Limit (Bodily Injury and Property Damage)
- $4,000,000 General Aggregate
- $4,000,000 Products/Completed Operations Aggregate
- $2,000,000 Personal and Advertising Injury

2. WORKER’S COMPENSATION: Statutory insurance in compliance with the compensation 
Law of the State of New York. The contractor shall procure, pay for and maintain such 
insurance as will protect Clinton Central School District and the contractor from claims under 
Worker’s Compensation Acts and Amendments thereto and from any other claims for damages 
for personal injury, including death, which may arise from operations under this contract, 
whether such operation be by the contractor or by any subcontractor, or any other directly or 
indirectly employed by either of them (limits to be in accordance with the Statutory 
Requirements). The contractor shall secure compensation for the benefit of, and keep in 
compliance with the provisions of the Worker’s Compensation Acts and Amendments.

The amounts of insurance shall not be less than:
- $1,000,000 Each Accident
- $1,000,000 Each Employee for Injury by Disease
- $1,000,000 Aggregate for Injury by Disease

3. COMPREHENSIVE AUTOMOBILE LIABILITY INSURANCE: The contractor shall procure, 
pay for and maintain such insurance as will protect Clinton Central School District and the 
contractor. The amounts of insurance shall not be less than:
- $1,000,000 Combined Single Limit Bodily Injury and Property Damage
- $150,000 Garagekeepers Comprehensive and Collision (Primary) (per vehicle and max)

4. Umbrella Liability: The contractor shall procure, pay for and maintain such insurance as will 
protect Clinton Central School District and the contractor. The amounts of insurance shall not be 
less than:
- $2,000,000 Each Occurrence
- $2,000,000 Aggregate

The insurance producer must indicate whether or not they are an agent for the companies providing the 
coverage.

Bidder acknowledges that failure to obtain such insurance on behalf of the district constitutes a material 
breach of contract. 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.

All policies and certificates of Insurance shall be approved by the district at least ten (10) working days 
prior to the inception of any work.

The following Indemnification Agreement shall be and is hereby, a provision of the agreement and shall 
be endorsed on the reverse side of all Certificates of Insurance.

The Contractor agrees:
a) Except of the amount, if any, of damage contributed to, caused by, or resulting from the negligence of Clinton Central School District, the vendor agrees to indemnify and hold harmless the district, its officers, employees and agents from and against any and all liability, damage, claims, applicable deductibles, demands, costs, judgements, fees, attorneys' fees or losses arising directly or indirectly out of the performance or failure to perform hereunder by the vendor or third parties under the direction or control of the vendor.

b) To provide defense for and defend, at its sole expense, any and all claims, demands or causes of action directly or indirectly arising out of this Agreement and to bear all others costs and expenses thereto.

This agreement is limited only by the applicable provisions of the New York State General Obligations Law or other applicable statutes of New York State Law.

ADDITIONAL INSURED STATUS AND CERTIFICATE OF INSURANCE:

The CLINTON CENTRAL SCHOOL DISTRICT and its respective officers, agents and employees, shall be named as Additional Insured for Operations and Products/Completed Operations on the BIDDER’s Commercial General Liability and Automobile policies, which must be primary and noncontributory with respect to the additional insured. This insurance shall remain in effect as set forth below, in the “Continuation of Coverage” provision.

A Waiver of Subrogation Clause shall be added to the General Liability, Automobile and Workers Compensation policies in favor of CLINTON CENTRAL SCHOOL DISTRICT, and this clause shall apply to the CLINTON CENTRAL SCHOOL DISTRICT and its respective officers, agents and employees, with respect to all work during the policy term.

Prior to commencement of work, BIDDER shall submit a Certificate of Insurance and an Additional Insured Endorsement (in form acceptable to CLINTON CENTRAL SCHOOL DISTRICT) as required hereunder. The policies shall provide for 30 days' notice to CLINTON CENTRAL SCHOOL DISTRICT for cancellation or any change in coverage.

7. Termination of Contract

Any contract agreed to under this Request for Proposal is subject to termination upon 30 days’ written notice by the Board of Education subject solely to payment of outstanding fees and disbursements as of the date of termination.

8. Right to Reject Requests for Proposal

The District reserves the right to reject without prejudice any and all quotations received under this Request for Proposal, 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.
1. Agreement

________________ (the "Organization"), is duly organized under the laws of the State of New York, and is licensed to operate in the State of New York. Organization as an independent contractor, will provide the Clinton Central School District (the "District"), during the term of this Agreement, with the services set forth in Exhibit A.

2. Term

The term of this Agreement commences as of _______, 2024, and will continue in effect until __________, unless sooner terminated in accordance with the terms of this Agreement (the “Term”).

3. Payment

a. As payment for the performance by the Organization of the Organization’s obligations under the terms of this Agreement, the District will pay the Organization the total sum of $_________ during the Term ("Compensation").

b. The Compensation shall be payable in equal monthly installments of $_______ each.

4. Responsibilities of the Organization

The Organization warrants that it employs only duly qualified consultants that will operate in a competent and professional manner the duties outlined in the scope. All such duties shall be discharged in a timely, competent and complete fashion. To the extent necessary and when appropriate, services will be provided after appropriate consultation with the District. Such services will be subject to the standards and policies of the District and applicable law.

5. Outside Activities

The Organization may engage in services other than for the District, provided that such activities do not create a conflict of interest with or interfere with the discharge of the Organization obligations under the terms of this Agreement.

6. Reports

All reports and other administrative documentation and record keeping required by the District or applicable law will be provided and maintained by the Organization in accordance with law or the District's requests and policies. During the term of this Agreement and for a reasonable period of time after the Agreement has been terminated or expired, the Organization will provide the District with all such reports, documentation and other records which relate to performance by the Organization of obligations under the terms of this Agreement.
7. Ownership of Records

All records relating to service by the Organization under the terms of this Agreement are and will remain the property of the District both during and after the term of this Agreement. However, the Organization will be entitled to reasonable access to those records, during the term of this Agreement, and upon written request submitted to the District thereafter.

8. Insurance

The Organization will maintain, at the Organization expense, such insurance as required by the RFP issued in connection with this Agreement.

9. Termination

Either party may terminate this Agreement without cause on ninety (90) days prior written notice to the other. The District may, at its option, upon five (5) days prior written notice, terminate this Agreement for cause. In addition, the District may, at its option, upon the giving of written notice, terminate this Agreement immediately in the event of the loss or suspension of any medical license held by the Organization.

10. Indemnification

The Organization hereby agrees to defend, indemnify and hold the District harmless, at all times during and after the term of this Agreement, from all claims, damage, liability and expense, including reasonable legal fees, arising from or in any way connected with a breach by the Organization of any term or condition contained in this Agreement, or the negligence or willful misconduct of Organization, its officers, employees, or agents.

11. Consistent Tax Reporting

The status of the Organization under the terms of this Agreement is that of independent contractor. The Organization will report for tax purposes in a manner required by and consistent with the terms of this Agreement. Because of the independent contractor status, the District will not be responsible for the withholding of taxes, nor for the payment of FICA taxes, nor for any insurance coverage or other similar benefits required by law to be provided for an employee.

12. Confidentiality

In accordance with applicable law and standards of ethics, the Organization will not, during or after the term of this Agreement, use or disclose any confidential information obtained in the course of their duties under this Agreement to any person, firm, corporation or other entity for any reason or purpose whatsoever, unless authorized by the District.

13. Renewal
This Agreement may be renewed upon terms satisfactory to the parties, upon the signed, written agreement of the parties. If the parties do not enter into an agreement regarding renewal, this Agreement will terminate in accordance with the terms of this Agreement.

14. Miscellaneous

The following provisions will apply to this Agreement:

a. Several copies of this Agreement may be executed by the parties, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

b. In the event any term or condition of this Agreement is breached by any party and thereafter waived by the other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other breach either prior or subsequent to the breach so waived.

15. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. The County of Oneida in the State of New York is hereby designated as the place of trial for any action or proceeding arising from or connected to this Agreement.

16. Assignment

This Agreement or any interest herein may not be assigned by any party.

17. RFP Terms and Construction

All terms set forth in the RFP issued in connection with this Agreement are incorporated herein. This Agreement may not be changed, terminated, nor any of its provision modified or waived, except in writing signed by all parties to this Agreement.

WITNESS WHEREOF, the parties have signed this Agreement, intending to be legally bound.

CLINTON CENTRAL SCHOOL DISTRICT

_____________________________________________
Superintendent

ORGANIZATION
ATTACHMENT #2
Reference Form

Please list three (3) references that you have serviced in a manner similar in scope to the specifications contained in this proposal package. References are part of the submission and failure to supply these references may result in rejection of your proposal.
1. Firm Name: ____________________________________________
   Contact Name/Title: _____________________________________
   Address: ______________________________________________
   Telephone: _____________________________________________
   Date(s) of Service: ______________________________________

2. Firm Name: ____________________________________________
   Contact Name/Title: _____________________________________
   Address: ______________________________________________
   Telephone: _____________________________________________
   Date(s) of Service: ______________________________________

3. Firm Name: ____________________________________________
   Contact Name/Title: _____________________________________
   Address: ______________________________________________
   Telephone: _____________________________________________
   Date(s) of Service: ______________________________________