



**CITY OF YONKERS, NEW YORK
BUREAU OF PURCHASING**

REQUEST FOR PROPOSAL (RFP) NO. 512
SOLICITATION AND CONTRACT DOCUMENTS FOR
RFP-512: Bus Transportation Routing Software

Deadline for Proposal Submissions: Friday, February 28, 2025 by 2 PM EST

The City of Yonkers will allow proposals to be submitted via electronic delivery method **thru the Empire State Purchasing Group System – BidNet** (<http://www.empirestatebidsystem.com/>). Refer to solicitation RFP-512: **Bus Transportation Routing Software**

File capacity may not exceed 500mb. For any issues requiring technical support vendors shall contact

BidNet at 1-800-835-4630 or the number listed on their website. The City will not be responsible for submission delays or other unforeseen circumstances related to Proposer's submitting its proposal electronically.

Proposers shall **prepare (4) files for submission:**

- 1 - File named "RFP-512 [Proposer name]- Technical Proposal"
- 2 - File named "RFP-512 [Proposer name]- Cost Proposal"
- 3 - File named "RFP-512 [Proposer name]- Schedules D,E,G,H, I, J"
- 4 - File named "RFP-512 [Proposer name]- Schedule F - VBQ"

Return all required documents with your Proposal.

Electronic signatures and/or scanned signatures from Proposers' authorized representatives will be acceptable.

Proposals received after 2:00 PM on the due date are late and will not be accepted.
Proposals will not be accepted via email.

RFP Contact:

Debra Censi, Purchasing Department,
City of Yonkers / Yonkers Public Schools
One Larkin Center – 3rd floor, NY 10701
Email: debra.censi@yonkersny.gov Phone: 914.377-6930

Requests for clarification concerning this RFP must be written and submitted via email to Debra Censi prior to February 10, 2024 12:00 noon.

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ADDITIONAL RFP ATTACHMENTS UPLOADED SEPARATELY TO BIDNET

(www.empirestatebidsystem.com)

CITY OF YONKERS’ STANDARD FORM OF AGREEMENT FOR PROFESSIONAL SERVICES... 41 PAGES

SECTION I. INTRODUCTION

The Yonkers Public Schools (YPS) is seeking proposals from qualified and experienced entities to provide the District with Bus Transportation Routing Software for **the period of one year with the option to renew up to (2) two additional-one year periods (July 1 through June 30), upon mutual consent.**

Overview of the District

Yonkers Public Schools is the fourth largest school district in New York State, located in the lower Hudson Valley, immediately north of New York City. The District is the 2nd largest employer in Westchester County, with a diverse workforce of 4,000 educators and support staff. A vibrant learning community of almost 26,000 students from 100 cultures, backgrounds and nationalities in grades prekindergarten through 12 is challenged by a rigorous core curriculum and innovative programs in 40 schools throughout the City of Yonkers. **The district transports over 15,000 of those students yearly to over 120 Schools (40 District Schools, and over 80 Out of district and private schools)**

The District is seeking proposals for industry-proven bus routing software. The software should be Commercial-off-the-Shelf (COTS) software that is used in numerous school districts in the United States.

The selected Consultant will interface with the Department of Transportation. Proposals shall be based on a period of performance commencing on award of the agreement to the selected Consultant, with the term of service upon completion.

Information on the City of Yonkers (City) /Yonkers Public School (YPS) may be obtained from the City’s website at: www.yonkersny.gov - www.yonkerspublicschools.org/boe

Technical and Cost Proposals shall be based on the Scope-of-Services described herein.

The City of Yonkers/YPS is not responsible for any internal or external delivery delays which may cause the RFP to arrive beyond the deadline. No materials will be accepted after the deadline.

A City/YPS evaluation committee will review the proposals and may conduct interviews with one or more of the qualified proposers as part of the final selection process. Proposers may be asked to make a presentation to the evaluation committee.

The City/YPS reserves the right to accept, reject or negotiate modifications to any proposal, as it shall, in its sole discretion, deem to be in its best interest.

While the City/YPS reserves the right to negotiate with any and all proposers regarding the information which is requested in this RFP, each proposer must provide all information as requested to be considered and may be disqualified for failure to submit any required attachment/exhibit, or for submitting incomplete or non-responsive information, exhibits or attachments. Any such negotiations will occur subsequent to review and certification of proposals as fully complete and responsive.

NO RIGHTS SHALL ACCRUE TO ANY PROPOSER BY THE FACT THAT A PROPOSAL HAS BEEN SELECTED BY THE CITY/YPS FOR SUBMISSION TO THE BOARD OF CONTRACT & SUPPLY FOR CONTRACT APPROVAL. SAID BOARD HAS THE RIGHT TO REJECT ANY RECOMMENDATION AND THE APPROVAL OF SAID BOARD IS NECESSARY BEFORE A VALID AND BINDING CONTRACT MAY BE EXECUTED BY THE CITY/YPS.

Proposers are advised that the contents of this RFP and the successful Proposer's Technical and Cost Proposal, as submitted or negotiated, will be incorporated into the resultant agreement.

NO COMMUNICATIONS OF ANY KIND WILL BE BINDING AGAINST THE CITY/YPS, EXCEPT FOR THE FORMAL WRITTEN RESPONSES TO ANY WRITTEN REQUEST FOR CLARIFICATION.

Answers to all inquiries will be in writing and made available to all prospective vendors in the form of a formal addendum to the RFP. Said addendum shall be annexed to and become part of the ensuing contract. Formal addenda will be published on the Empire State Purchasing Group website at www.empirestatebidsystem.com.

Only written addenda issued by the Bureau of Purchasing shall be binding. No officer, employee, or agent of the City or the YPS School District is authorized to clarify or amend these Solicitation Documents by any other method, and any such clarification or amendment, if given, is not binding on the City.

Prospective proposers are reminded that it is their responsibility to ensure that they receive all addenda.

SECTION II. INFORMATION FOR PROPOSERS

A. CONTRACT AWARD AND PERIOD OF PERFORMANCE

1. The City/YPS intends to award a single contract as a result of this solicitation.
2. The selected Consultant will interface with the City/YPS through the office of the Transportation Department. Proposals shall be based on a period of performance commencing on award of the agreement to the selected Consultant, with the term of service upon completion of project.
3. Contracts resulting from this solicitation shall be awarded to the Proposers the City considers most qualified and whose Proposals the City/YPS determines to be the most advantageous to the City/YPS, based on the evaluation factors set forth in the RFP.
4. Proposer must comply with any and all federal, state, and local laws, rules and regulations, and executive orders applicable to the subject matter of this contract, including Equal Employment Opportunities (EEO), Civil Rights, MacBride Fair Employment Principles, the Iran Divestment Act, and the New York State Labor Law.
5. After selection of the successful proposer, and following contract negotiations, a formal written contract will be prepared by the City of Yonkers/YPS, subject to all required oversight approvals, and will not be binding until signed by both parties. The City of Yonkers/YPS standard form of contract for professional services has been included as an attachment to this RFP.

B. PROPOSAL REQUIREMENTS AND EVALUATION:

Technical and Cost Proposals must be submitted at the same time in separate files. Do not include any elaborate marketing or advertising materials— submit as a .PDF file in a 8.5” x 11” letter format in a lean and concise fashion. Technical and Cost Proposals must be signed by a duly authorized official of the firm, with the person’s name and title printed below the signature.

1. TECHNICAL PROPOSAL –

This RFP is intended to provide interested Consultants with an opportunity to demonstrate their ability to perform the required tasks.

- a. The proposal **cover letter**, signed by a person authorized by the proposer to make a binding proposal, must set forth that that *“this proposal constitutes a valid, binding and continuing offer at the prices set forth in the proposal for a period of one hundred twenty (120) calendar days from the deadline for acceptance of proposals as set forth herein.”*
- b. **Provide a brief history** and description of your firm **and identify the individual that will act as direct contact** for this RFP and resulting contract and provide that person’s title, business address, phone and email. Indicate whether the Proposer (and each firm comprising the joint venture or consortium) is national, regional, or local, the number of years in business, the total number of employees, and the total number of employees in the local office that will be dedicated to the Yonkers contract.
- c. **Overall Qualifications and Experience.** Describe the Proposer’s abilities, technical experience, skills, knowledge, resources (financial and organizational), and past performance on projects similar in scope and nature. Include information regarding the firm’s organizational staffing and financial stability. If sub-contractors are to be used, describe the services they provide, their qualifications and experience, and the percentage of the total work they will perform.

- d. **References.** References. Descriptions of up to three similar assignments completed by the project manager. Include the name of the client, contact person, and telephone number.
- e. **Qualifications and experience of personnel.** Identify the key personnel who are expected to be assigned to a resulting contract and the role they will perform. Describe each individual's qualifications and experience relevant to the subject project and provide a resume for each.
- f. **A Statement-of-Work describing the Proposer's methodology or project approach** for providing the services described in the Scope of Work. The Statement-of-Work shall also list and describe all the tasks, by phase, that you envision will be required to accomplish this work and the estimated time to complete each task. Also, indicate the resources you shall require of the City/YPS, if any, to accomplish this work. Provide a scope or work
 - Provide a list of tasks
 - Provide a project schedule
 - A discussion of proposed additions or modifications to work scope included in this request.
- g. **Execution:** Describe the Proposer's ability to deliver and execute the project as proposed, including providing project quality and cost control, and ability to complete the project in a timely manner.
- h. Proposers shall **identify all their current active projects in Yonkers** and active projects in the areas surrounding Yonkers that may impact Yonkers. Proposers shall also indicate if any of the team members or sub-consultants proposed for this engagement is working on those projects and if so, the nature of their work on those projects.
- i. In addition, the Proposer (and each sub-consultant, if any) shall **provide an affirmative statement that they are independent of the City of Yonkers/Yonkers Public Schools.** Proposers shall disclose all direct and indirect, actual or potential conflicts of interest it or any of the Proposer's personnel and sub-consultants may have with the City of Yonkers/Yonkers Public Schools.

2. COST PROPOSAL –

- a. **Use the Cost Proposal format** provided as Schedule B. Cost proposal shall be clearly defined and account for all required components in the RFP and any additional services necessary to successfully complete the scope of work. The fee structure shall reflect the total fee for this project.
- b. Proposers are invited to **insert additional sheets** and populate the format with a complete list of services available to Yonkers under the scope of this contract.
- c. Proposed resources for each task must be identified, including hours and wage rates for consultants and sub consultants.
- d. Cost is only one of the factors the City/YPS will consider in selecting a Contractor. The City/YPS will only enter into a contract if a firm's Cost Proposal is reasonable, in the City/YPS sole judgment.

3. REQUIRED SCHEDULES

Complete and submit the required Schedules “D – J”. These schedules are located at the back of the Yonkers' Standard form of contract for professional services, 40-page pdf document on BidNet. Follow the instructions for submission found on page 6 -7 of this RFP– Item no. 5.

4. PROPOSAL EVALUATION

The City/YPS shall apply the following evaluation criteria in selecting a proposer with whom to commence contract negotiations. Such criteria are not necessarily listed in order of importance. The City/YPS reserves the right to weigh its evaluation criteria in any manner it deems appropriate. If two offers are found to be substantially technically equivalent, price shall be the basis for determining the award recipient.

- a. Direct experience of firms that are the most qualified and experienced in the area of bus transportation routing software providing the services outlined in this RFP; including professional qualifications, years of experience, type of experience, quality of previous engagements, references, personal background, and resume(s) of the individuals who will provide services pursuant to this RFP.
- b. Technical Proposal; adherence to the proposal scope and requirements, responsiveness of proposal by detailing the scope of work to be performed, while expressing a clear understanding of the issues and comprehensiveness of approach.
- c. Staffing plan and anticipated project schedule; the experience and qualifications of the project manager and work team and the ability to perform work in a timely manner.
- d. Size and structure of the firm including technical capabilities.
- e. Availability of resources from the consultant and sub consultants for the project.
- f. Estimated hours and fees to complete individual work elements.
- g. Total fee for the project based on hourly rates, including a not to exceed cap.
- h. List of reimbursable expenses and detailed costs; and
- i. A determination that the proposer has submitted a complete and responsive proposal as required by all sections, terms, and conditions of the RFP.

Upon evaluation, if there is no clear choice, a shortlist of consultants may be invited for an interview. The proposal and oral interview results will be considered for the basis of selection

5. SUBMISSION OF PROPOSALS:

Deadline for Proposal Submissions: **Friday, February 28, 2025 no later than 2:00 pm EST.** Proposals are to be submitted via electronic delivery method **through the Empire State Purchasing Group System – BidNet** (<http://www.empirestatebidsystem.com/>).

Refer to solicitation RFP-512 Bus Transportation Routing Software, File capacity may not exceed 500mb. Proposers must have an account at the website to submit a proposal; no-cost account options allowing full website access are available. For any issues requiring technical support vendors shall contact BidNet at 1-800-835-4630 or the number listed on their website. The City/YPS will not be responsible for submission delays or other unforeseen circumstances related to Proposer's submitting its proposal electronically.

Proposers shall prepare (4) files for submission:

- 1 - File named **“RFP-512 [Proposer name]- Technical Proposal”**
- 2 - File named **“RFP-512 [Proposer name]- Cost Proposal”**
- 3 - File named **“RFP-512 [Proposer name]- Schedules D,E,G,H, I, J”**
- 4 - File named **“RFP-512 [Proposer name]- Schedule F - VBQ”**

Return all required Contract Schedules with your submission. These Schedules can be found in the City/YPS standard form of contract for professional services, included with this RFP as an attachment.

Electronic signatures and/or scanned signatures from Proposers' authorized representatives will be acceptable.

Proposals received after 2:00 PM on the due date are late and will not be accepted. Proposals will not be accepted via email.

6. ADDITIONAL RFP REQUIREMENTS

- a. Oral Presentations. After receipt of Proposals, Proposers may be requested to make an oral presentation. Proposers unable or unwilling to make oral presentations may be removed from consideration.
- b. No proposal will be accepted from nor any agreement awarded to any proposer that is in arrears upon any debt or in default of any obligation owed to the City/YPS. Additionally, no agreement will be awarded to any proposer that has failed to satisfactorily perform pursuant to any prior agreement with the City/YPS.
- c. Modified Proposals. A Proposer may submit a modified Proposal to replace all or any portions of a previously submitted Proposal up until the Proposal Due Date and Time and, if discussions have begun, up until the Due Date and time established for submission of Best and Final Offers. The Evaluation Committee shall consider only the latest timely version of the Proposal.
- d. Proposals MUST be signed. Unsigned proposals will be rejected.
- e. A Proposal shall be irrevocable for a period of one hundred twenty (120) calendar days from the Proposal Due Date and Time. A Proposal may be withdrawn in writing before the Proposal Due Date and Time or, if discussions have begun up until the Due Date and Time set for the submission of Best and Final Offers.
- f. Late proposals will not be accepted.
- g. Requests for clarification concerning this RFP MUST be written and submitted via email to Debra Censi @ debra.censi@yonkersny.gov (e-mail), as set forth on the cover page of this RFP.

C. PRE PROPOSAL CONFERENCE

A pre-proposal conference is not planned for this solicitation.

D. LEGAL UNDERSTANDINGS

1. The City of Yonkers/YPS reserves the right to cancel this RFP at any time, if the City/YPS deems it to be in its best interest. In no event shall the City/YPS have any liability whatsoever for cancellation of an award before execution of a contract. A Proposer assumes sole risk and responsibility for its expenses before execution of a contract and shall not commence work until receipt of a contract.
2. A Proposer shall not have any rights against the City/YPS arising from an invitation to enter negotiations or to submit a Best and Final Offer.
3. By submission of a proposal in response to this RFP, proposing entity agrees to and understands:
 - a. That any proposal, attachments, additional information, etc. submitted pursuant to this RFP constitute merely a suggestion to negotiate with the City/YPS and is not a bid under Section 103 of the New York State General Municipal Law;
 - b. Submission of a proposal, attachments, and additional information shall not entitle the proposing entity to enter into a service agreement with the City/YPS for the required services

- c. By submitting a proposal, the proposing entity agrees and understands that the City /YPS is not obligated to respond to the proposal, nor is it legally bound in any manner whatsoever by submission of same;
 - d. That any and all counter-proposals, negotiations or any communications received by a proposing entity, its officers, employees or agents from the City/YPS, its elected officials, officers, employees or agents, shall not be binding against the City/YPS, its elected officials, officers, employees or agents unless and until a formal written agreement for the services sought by this RFP, subject to all oversight approvals, is duly executed by both parties.
4. The City/YPS reserves the right, and may at its sole discretion exercise, the following rights and options with respect to this RFP, except to the extent restricted by applicable law, including, but not limited to, the City of Yonkers'/YPS Procurement Policy, as amended:
 - a. To reject proposals that do not conform in all material respects to the RFP or meet the minimum evaluation criteria;
 - b. To reject all proposals;
 - c. To issue additional solicitations for proposals and/or amendments to this RFP;
 - d. To waive any irregularities in proposals received after notification to all proposers;
 - e. To negotiate for amendments or other modifications to proposals;
 - f. To conduct investigations with respect to the qualifications of each proposer;
 - g. To exercise its discretion and apply its judgment with respect to any aspect of this RFP, the evaluation of proposals, and the negotiations and award of any contract;
 - h. To enter into an agreement for only portions (or not to enter into an agreement for any) of the services contemplated by the proposals with one or more of the proposers;
 - i. To select the proposal that best satisfies the interests of the City/YPS and not necessarily on the basis of price or any other single factor in the evaluation criteria.
 5. While this is an RFP and not a bid, the City/YPS reserves the right to apply the case law under General Municipal Law § 103 regarding bidder responsibility in determining whether a proposer is a responsible vendor for the purpose of this RFP process;
 6. The City/YPS assumes no responsibility or liability of any kind for costs incurred in the preparation or submission of any proposal;
 7. The City/YPS is not responsible for any internal or external delivery delays which may cause any proposal to arrive beyond the stated deadline.
 8. Delinquent proposer(s)/contractor(s) shall not be deemed responsible for purposes of awarding a contract. It is the policy of the City of Yonkers/YPS to disqualify persons or business entities which are delinquent in financial obligations to the City/YPS of its affiliated agencies, boards, or commissions from participating in City/YPS contracts and business opportunities.

E. PROPOSALS SUBJECT TO FREEDOM OF INFORMATION LAW

The New York State Freedom of Information Law as set forth in Public Officers Law, Article 6, Sections 84-90, mandates public access to government records. However, proposals submitted in response to this RFP may contain technical, financial background or other data, public disclosure of

which could cause substantial injury to the proposer's competitive position or constitute a trade secret. Proposers who have a good faith belief that information submitted in their proposals is protected from disclosure under the New York Freedom of Information Law shall and provide justification why such material, upon request, should not be disclosed by the City/YPS, and insert the following notice in the front of its proposal:

- 1) **“NOTICE The data on pages ____ of this proposal identified by an asterisk (*) contains technical or financial information constituting trade secrets or information the disclosure of which would result in substantial injury to the proposer’s competitive position. The proposer requests that such information be used only for the evaluation of the proposal, but understands that any disclosure will be limited to the extent that the City/YPS considers proper under the law. If the City/YPS enters into an agreement with this proposer, the City/YPS shall have the right to use or disclose such information as provided in the agreement, unless otherwise obligated by law.”**

and;

- 2) clearly identify the pages of the proposals containing such information by typing in bold face on the top of each page **"* THE PROPOSER BELIEVES THAT THIS INFORMATION IS PROTECTED FROM DISCLOSURE UNDER THE STATE FREEDOM OF INFORMATION LAW."**

The City/YPS assumes no liability for disclosure of information so identified, provided that the City/YPS has made a good faith legal determination that the information is not protected from disclosure under applicable law or where disclosure is required to comply with an order or judgment of a court of competent jurisdiction. The contents of the proposal which is accepted by the City/YPS, except portions "Protected from Disclosure", may become part of any agreement resulting from this RFP.

F. INDEMNIFICATION AND INSURANCE

The proposer, by signing the proposal, does hereby agree to indemnify and hold free and harmless the City of Yonkers/YPS, its officials, employees, and agents from or on account of any and all suits, actions, or claims for injuries, losses, damages, liabilities, costs, or expenses, of any kind whatsoever, arising from this RFP. The successful proposer will likewise be required to execute a contract containing similar requirements.

The indemnification provided herein shall obligate the proposer to defend at the proposer’s own expense or to provide for any defense (as determined by the City of Yonkers/YPS), for any and all claims of liability and all suits, actions, or claims that may be incurred by the City of Yonkers and/or the Yonkers Public School District, in consequence of actions or inaction’s relating to its proposal or any ensuing contract. By submitting a proposal, the proposer agrees to comply with the foregoing provisions of indemnity.

If awarded a contract by the City of Yonkers/YPS the proposer acknowledges and agrees that is will need to provide insurance naming the City and the YPS District as additional insured as more fully set forth in Schedule “A” which is annexed hereto.

G. ASSIGNMENT

The successful proposer shall not assign or subcontract any portion of the operation without prior written approval from the City/YPS. If the proposer intends as part of its proposal to form a team or

subcontract any part of the work described in its proposal, that fact must be explicitly stated in the proposal and the proposer shall include the qualifications and credit references of any proposed subcontractors. If the City of Yonkers/YPS awards the contract to the proposer and approves any subcontract, this approval shall not create any relationship between the subcontractor and the City/YPS, such that the successful proposer shall be responsible for the entire contract.

H. INDEPENDENT CONTRACTOR

The successful proposer and its employees will operate as an independent contractor and are not considered to be City employees.

I. ANTIDISCRIMINATION/COMPLIANCE WITH LAW

Neither the successful proposer, nor any person acting on behalf of the successful proposer, shall discriminate against any individual on the basis of race, color, creed, gender, marital status, country of origin, physical disability, genetic predisposition or carrier status in connection with the operation of the agreement or the use of any City/YPS facilities. The successful proposer shall, at its sole cost and expense, procure and maintain in full force and effect for the term of the resulting contract, all permits, licenses and approvals from all applicable governmental authorities.

The successful proposer shall comply, at its sole cost, with all applicable federal, state and local laws, rules, regulations and orders including, but not limited to the NYS ED, Labor Law, Workers' Compensation Law, State Unemployment Insurance Law, State and Municipal health and sanitation regulations, Federal Social Security Law and all rules and regulations promulgated by the United States Department of Labor and/or the Industrial Commissioner of the State of New York, the Occupational Health and Safety Administration (OSHA), the Public Health Law, the Westchester County Sanitary Code, and all amendments and additions thereto.

J. NON-COLLUSION

The proposer, by signing the proposal, does hereby warrant and represent that any ensuing agreement has not been solicited, secured or prepared directly or indirectly, in a manner contrary to the laws of the State of New York and the City of Yonkers, and that said laws have not been violated and shall not be violated as they relate to the procurement or the performance of the agreement by any conduct, including the paying or the giving of any fee, commission, compensation, gift, gratuity or consideration of any kind, directly or indirectly, to any City/YPS employee, officer or official.

K. CONFLICT OF INTEREST

All firms must disclose with their proposals the name of any officer, director or agent who is also an employee of the City of Yonkers/YPS. Further, all firms must disclose the name of any City/YPS employee who owns, directly or indirectly, an interest of ten percent or more in the firm or any of its subsidiaries or affiliates.

L. MBE/WBE

Pursuant to Article VIII of Chapter 13 of the Yonkers City Code, it is the goal of the City of Yonkers to use its best efforts to encourage and promote an increased participation of business enterprises owned and controlled by persons of color or women in contracts and projects funded by all departments of the City. Therefore, the City/YPS asks Proposers to complete the questionnaire attached hereto as **Schedule "D."**

M. MACBRIDE PRINCIPLES

Pursuant to Article VI of Chapter 13 of the Yonkers City Code, no procuring officer may award or recommend for award any contract not subject to competitive bidding to a proposer that does not execute a certification substantially in the form attached hereto. Therefore, the City/YPS asks Proposers to complete the certification attached hereto as **Schedule “E.”**

N. IRAN DIVESTMENT

As a result of the Iran Divestment Act of 2012 (the “Act”), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. By submitting a response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, the Consultant shall complete **Schedule “G”**, an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

O. PROPOSER CERTIFICATION

The Consultant acknowledges and agrees to complete the Proposer Certification form and attached hereto as **Schedule “J”** which is hereby incorporated by reference.

P. RELATIONSHIPS TO CITY

Proposers are required to complete the questionnaire entitled “**Vendor Background Questionnaire (VBQ)**” attached hereto as **Schedule “F”**. In the event that any information provided in the completed questionnaire changes, Proposer agrees to provide a revised “Vendor Background Questionnaire” form to the City/YPS within ten (10) business days of such event.

Q. SCHEDULES H and I

Additionally, the City/YPS asks Proposers to complete the Schedule attached hereto as Schedule “H” and Schedule “I”.

SCHEDULE “A” – SCOPE OF SERVICES

SCOPE OF WORK:

Operating Systems

- Internet Browser/Cloud Based Platform
 - Ability for users to access on any computer utilizing a Chrome or Edge browser with the proper credentials

Student Information Data

- Ability to interact with Power School, allowing for import of student data
 - Proof of current and past integration with Power School
 - Must also have the ability to transmit student routing information back into Power School
- Ability to edit student information when needed
 - Ability to change a student’s address, school, type of transportation, and/or grade
 - Ability to enter alternate pick-up or drop-off addresses for different days of the week
- Ability to track and differentiate student transportation accommodations
 - Information for students with the following IEP,504, and disability accommodations should be visible when routing:
 - IEP Van Student
 - IEP Van Student Unsupervised
 - 1-1 School Bus Monitor
 - 1-1 Nurse
 - 504 transportation accommodations
 - Wheel Chair
 - Safety devices; Harnesses, Safety Seats, Star Seats
 - Ability to add additional accommodations
- Ability to automatically differentiate and group general education students into pre-generated non-routing categories based on information such as:
 - Walking distance to school
 - Grade level

School Information

- Ability to have over 140 school profiles in routing scenario and ability to classify different schools into different categories
 - Including schools outside of Yonkers district
- Ability to assign school profiles with code numbers to assign students from Power School import
- Ability to store in school’s profile bell times and earliest arrival times
- Ability to edit or enter school profiles through CSV import

Contractor/Vendor Information

- Ability to have multiple contractor/vendor profiles, including ability to store, CSV import, or sync the following information:
 - List of vehicles
 - List of drivers
- Ability to enter different vendor pricing for different types of routes and track route costs

School Bus Monitors

- Ability to create profiles for over 700 school bus monitors and assign them to routes

Route Building

- Ability to display all stops on map and print maps
- Ability to display all students for a specific school and add all to stop
- Ability to display multiple routes at the same time
- Ability to point and click, circle, or geographically route creation
- Ability to point and click, circle, or geographically add stops
- Ability to point and click, circle, or geographically remove stops
- Ability to differentiate between routed and non-routed stops
- Ability to copy and reverse routes as needed
- Ability to set and adjust route start times and stop times as needed
- Ability to set and adjust maximum allowable walking distance
- Ability to assign school bus monitors to routes
- Ability to assign students to different stops for different days of the week
- Ability to combine double runs into one route
 - Ability to account for different bell times
- Should notify dispatcher when student is placed on a route that does not accommodate his IEP, 504, or disability
- Ability to set newly routed students start date on route
- Ability to set up multiple routing areas for:
 - Current School Year
 - Summer School
 - Upcoming School Year
- Ability to track school closures or schedule of days where specific routes did not go out

School Activity Trip Module

- Ability to route and track charter trips, athletic trips, after school programs, and other special trips.
- Ability to enter trip confirmation numbers/ PO Numbers
- Ability to set up different departments and assign to trips to account for expenses
- Ability to set up time period for these after school programs
- Ability to preschedule future trips and track upcoming trips

Communication

- Mass email generation
 - Ability to generate mass emails containing each student individual routing information and transmit to parents/guardians preferred email
 - Ability to generate route passenger list for vendors and school administrators and transmit.
- Email daily updates and changes
 - When students are newly routed, the new route information should be able to easily be emailed to parents, vendors, and school administrators

Reporting

The desired software package will contain at a minimum:

- Student routing reports with the ability to convert into excel
- School routing reports with the ability to convert into excel
- Vendor routing reports with the ability to convert into excel
- Bus Monitor assignment reports with the ability to convert into excel

Additional Features

- GPS tracking, ability to track vendor buses through either:
 - Direct sync with vendor GPS Service or provide GPS tablets
 - Ability to send notifications to parents when routes are running behind schedule

Software company requirements:

- Must have worked and is currently working with school districts with over 12,000 students
 - Preferably with districts with over 12,000 transported students
 - Preferably with districts within NY State
- Must have a substantial support staff, with over thirty (30) Employees
- Must have over five (5) years of experience with pupil transportation software

SCHEDULE “B” – COST PROPOSAL
RFP-512: Bus Transportation Routing Software

The Cost Proposal shall be presented to perform all tasks associated with the work as outlined above. The Lump Sum Cost shall be based on the Proposer’s best estimate of the magnitude/duration of time that various personnel will be required to expend to perform the work. The “Lump Sum Cost” will be inclusive of all deliverables, and all labor (professional and clerical), benefits, overhead, profit, and **ALL** other costs required to perform the work - including, but not limited to, per diem, sub consultants, reports, communications, travel, postage, etc. The rates shall not be subject to change for the entire duration of the contract.

The basis for compensation *shall be hourly pay rates* for Proposer’s personnel, which will be provided using the Cost Proposal format shown below. Payments will be made for the actual time performing work (on an hourly basis, to the nearest quarter of an hour). The City’s/YPS payment terms are Net 30 days from receipt of proper invoice. All invoices shall identify the contract number, staff person’s name, title, number of hours, description of task, and hourly billing rate. Hourly rates shall include all labor, benefits, overhead, travel time, clerical services, insurances, profit, and all other costs required to complete assigned work.

The undersigned, having carefully examined the scope of work for this RFP does hereby agree to furnish and deliver to the City of Yonkers/YPS, One Larkin Center, 3rd Floor, Yonkers, NY 10701, the following items at the prices indicated:

Submitted by*:

Proposer’s Legal Business Name:	
Firm Representative:	
(Print Name)	
Title:	
Signature:	
Phone:	
Cell:	
Email:	
Date:	

TOTAL COST:

<p>\$ _____ (Written in figures)</p> <p>_____ (Written in Words)</p>

Schedule B - COST PROPOSAL - Fee Structure**RFP-512: Bus Transportation Routing Software**

Description: The fees structure shall reflect the total fee for this project as described by the consultant in.

Vendor's Proposal Cost for Each Year of the RFP: Provide a line item breakdown based on the requirements of this Request for Proposal as well as a total cost for each year. Include any and all fees associated with this RFP. One-time fees should be clearly identified.

		Total Cost
1. YEAR 1 (July 1, 2025 to June 30, 2025) ALL INCLUSIVE TOTAL COST FOR SERVICES:		
2. YEAR 2 (July 1, 2025 to June 30, 2026) ALL INCLUSIVE TOTAL COST FOR SERVICES:		
3. YEAR 3 (July 1, 2026 to June 30, 2027) ALL INCLUSIVE TOTAL COST FOR SERVICES:		
Total Cost for (3) Three Years :		
Proposer's Legal Business Name:		
Firm Representative: (Print Name)		
Title:		
Signature:		
Date:		

Schedule B - COST PROPOSAL – Reimbursable Expense/Detailed Costs Work sheet

RFP-512: Bus Transportation Routing Software

Description: List of reimbursable expenses and detailed costs. Provide separate sheets as necessary for compensation rates. *One time fees will be clearly identified in the Cost Proposal*

List of Reimbursable Expenses:		Detailed Costs
1.		
2.		
3.		
4		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
Proposer's Legal Business Name:		
Firm Representative: (Print Name)		
Title:		
Signature:		
Date:		

ADDENDA – IF ANY

SCHEDULE "C"
STANDARD INSURANCE PROVISIONS (Contractor)

Prior to commencing work, and throughout the term of the Agreement, the Contractor shall obtain at its own cost and expense the required insurance as delineated below from insurance companies licensed in the State of New York, carrying a Best's financial rating of A or better. Contractor shall provide evidence of such insurance to the City of Yonkers and the City's School District, acting by and through its Board of Education (together the "City"), either by providing a copy of policies and/or certificates as may be required and approved by the Director of Purchasing ("Director"). The policies or certificates thereof shall provide that ten (10) days prior to cancellation or material change in the policy, notices of same shall be given to the Director either by overnight mail or personal delivery for all of the following stated insurance policies. All notices shall name the Contractor and identify the Agreement.

If at any time any of the policies required herein shall be or become unsatisfactory to the Director, as to form or substance, or if a company issuing any such policy shall be or become unsatisfactory to the Director, the Contractor shall upon notice to that effect from the City, promptly obtain a new policy, and submit the policy or the certificate as requested by the Director to the Purchasing Bureau of the City for approval by the Director. Upon failure of the Contractor to furnish, deliver and maintain such insurance, the Agreement, at the election of the City, may be declared suspended, discontinued or terminated.

Failure of the Contractor to take out, maintain, or the taking out or maintenance of any required insurance, shall not relieve the Contractor from any liability under the Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification.

All property losses shall be made payable to the "City of Yonkers" and adjusted with the appropriate City personnel.

In the event that claims, for which the City may be liable, in excess of the insured amounts provided herein are filed by reason of Contractor's negligent acts or omissions under the Agreement or by virtue of the provisions of the labor law or other statute or any other reason, the amount of excess of such claims or any portion thereof, may be withheld from payment due or to become due the Contractor until such time as the Contractor shall furnish such additional security covering such claims in form satisfactory to the Director.

In the event of any loss, if the Contractor maintains broader coverage and/or higher limits than the minimums identified herein, the City shall be entitled to the broader coverage and/or higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

2 The Contractor shall provide proof of the following coverage (if additional coverage is required for a specific agreement, those requirements will be described in the Agreement):

- a) Workers' Compensation and Employer's Liability. Certificate form C-105.2 or State Fund Insurance Company form U-26.3 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB-120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York."

Where an applicant claims to not be required to carry either a Workers' Compensation Policy or Disability Benefits Policy, or both, the employer must complete NYS form CE-200, available to download at:
<http://www.wcb.ny.gov>.

If the employer is self-insured for Workers' Compensation, he/she should present a certificate from the New York State Worker's Compensation Board evidencing that fact (Either SI-12, Certificate of Workers' Compensation SelfInsurance, or GSI-105.2, Certificate of Participation in Workers' Compensation Group Self-Insurance).

- b) Commercial General Liability Insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured on a primary and non-contributory basis. This insurance shall include the following coverages:
 - i. Premises - Operations.
 - ii. Broad Form Contractual.
 - iii. Independent Contractor and Sub-Contractor.
 - iv. Products and Completed Operations.
- c) Commercial Umbrella/Excess Insurance: \$2,000,000 each Occurrence and Aggregate naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured, written on a “follow the form” basis.

NOTE: Additional insured status shall be provided by standard or other endorsement that extends coverage to the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” for both on-going and completed operations.

All Contracts involving the use of explosives, demolition and/or underground work shall provide proof that XCU is covered.

- d) Automobile Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000 for bodily injury and a minimum limit of \$100,000 per occurrence for property damage or a combined single limit of \$1,000,000 unless otherwise indicated in the contract specifications. This insurance shall include for bodily injury and property damage the following coverages and name the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as additional insured:
 - (i) Owned automobiles.
 - (ii) Hired automobiles.
 - (iii) Non-owned automobiles.
- e) Cyber Liability insurance with a combined single limit of \$1,000,000 (c.s.1) per occurrence and a \$2,000,000 aggregate limit naming the “City of Yonkers” and, if applicable, the “City of Yonkers School District, acting by and through its Board of Education” as an additional insured on a primary and non-contributory basis.
- f) Where professional services are to be performed under this Contract, the Consultant shall carry Professional Liability Insurance with a minimum limit of liability per claim of \$1,300,000 or a combined single limit of \$3,900,000, with a company or companies licensed in New York State with an A or better Best Rating and in a form satisfactory to Yonkers.

3. All policies of the Contractor shall be endorsed to contain the following clauses:

- (a) Insurers shall have no right to recovery or subrogation against the City (including its employees and other agents and agencies), it being the intention of the parties that the insurance policies so effected shall protect both parties and be primary coverage for any and all losses covered by the above-described insurance.
- (b) The clause "other insurance provisions" in a policy in which the City is named as an insured, shall not apply to the City.
- (c) The insurance companies issuing the policy or policies shall have no recourse against the City (including its agents and agencies as aforesaid) for payment of any premiums or for assessments under any form of policy.
- (d) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the Contractor.



YONKERS
PUBLIC SCHOOLS

INTENT TO SUBMIT PROPOSAL FORM

REQUEST FOR PROPOSAL NO. RFP-512: Bus Transportation Routing Software

DUE DATE: Friday, February 28, 2025 - BY 2:00 PM EST

Please complete and return this form **via email within five (5) working days** of downloading the RFP package to:

City of Yonkers / Yonkers Public Schools - Bureau of Purchasing

Attn: Debra Censi

Email: debra.censi@yonkersny.gov 914-377-6930 (Phone)

Failure to return this form may result in no further communication or addenda regarding this RFP. Proposers are reminded that they are responsible for obtaining all addenda. Solicitation documents are available for downloading from the Empire State Purchasing Group website at <http://www.empirestatebidsystem.com/>

Legal Company Name: _____

Address: _____

City: _____ State: _____ Zip Code: _____

Contact Person: _____

Phone Number: _____

Email: _____

We will be submitting a Proposal ☐

We will not be submitting a Proposal ☐

Reason: _____