

CONTRACT FOR SERVICES

This Agreement is entered into this 14th day of June, 2022 by and between the BOARD OF EDUCATION of the MALVERNE UNION FREE SCHOOL DISTRICT (hereinafter "DISTRICT"), having its principal place of business for the purpose of this Agreement at 301 Wicks Lane, Malverne, New York 11565 and JN BUSINESS SERVICES, PUPIL TRANSPORTATION CONSULTANT (hereinafter "CONSULTANT"), having its principal place of business for the purpose of this Agreement at 7 Sims Street, Patchogue, New York 11772.

A. TERM:

1. The term of this Agreement shall be from July 1, 2022 through June 30, 2023, inclusive, unless terminated early as provided for in this Agreement. It is understood that the DISTRICT is under no obligation to renew this Agreement upon its expiration.

B. CONDITIONS:

In performing those services specified in this Agreement, it is understood that:

1. The CONSULTANT will be engaged as an Independent Contractor and, therefore, be solely responsible for the payment of Federal and State income taxes applicable to this Agreement.
2. Neither CONSULTANT nor any of its employees, agents, or assigns will be eligible for any employee benefits whatsoever relative to this Agreement including, but not limited to, social security, New York State Workers' Compensation, unemployment insurance, New York State Employee's Retirement System, health or dental insurance, or malpractice insurance, or the like.
3. The DISTRICT, if required by Federal or State requirements, will submit any necessary tax forms at year end to the Federal or State government.
4. This Agreement, and any amendments to this Agreement, will not be in effect unless agreed to in writing and signed by authorized representatives of both Parties.
5. The CONSULTANT shall perform all services under this Agreement in accordance with all applicable Federal, State and local laws, rules, and regulations.
6. The CONSULTANT shall provide conscientious, competent, and diligent services throughout the term of this Agreement.
7. The CONSULTANT shall maintain the confidentiality of all information provided to it by the DISTRICT or to which the CONSULTANT may gain access during the course of this Agreement.

8. The DISTRICT shall have the right to examine any or all records or accounts maintained by the CONSULTANT in connection with this Agreement.

C. INDEMNIFICATION:

1. The CONSULTANT agrees to defend, indemnify and hold harmless the DISTRICT, its officers, directors, agents, or employees against all claims, costs, damages and expenses, including attorneys' fees, judgments, fines and amounts arising from any willful act, omission, error, or negligence of the CONSULTANT, its officers, directors, agents or employees in relation to the performance of this Agreement.

D. SERVICES AND RESPONSIBILITIES:

1. During the term of this Agreement, the CONSULTANT shall provide the DISTRICT with the following services, as part of the CONSULTANT's engagement on behalf of the Cooperative (as such term is defined in the Request for Proposals for Transportation Consultant Services on behalf of the school district members of the Southwest Quadrant Pupil Transportation Cooperative that was opened on March 7, 2022), including but not limited to:
 - a. The CONSULTANT shall perform an evaluation of the cost-effectiveness of the DISTRICT's current transportation program as part of the CONSULTANT's evaluation of all of the Cooperative school districts' transportation programs.
 - b. The CONSULTANT shall review Cooperative school districts' existing routes, routing methodologies and make recommendations and identify viable alternatives to promote efficiencies and cost savings (e.g. route revision, route consolidation, etc.)
 - c. The CONSULTANT shall review existing transportation contacts including routes, utilization, costs and quality of service and make recommendations concerning extensions or re-advertisement for new proposals through competitive bid or request for proposals.
 - d. The CONSULTANT shall review existing transportation services for purposes of evaluating: ride times, school arrival and departure timeframes, on-time service, etc.
 - e. The CONSULTANT shall develop and prepare up to four (4) requests for proposal or bid documents for certain school transportation for the Cooperative school districts (e.g. nonpublic, special education, etc.) including but not limited to: 1) summer and school year (May); 2) catch-up summer school year (June/July); 3) catch-up school year (August); 4) catch-

up school year (Late Fall/Early Winter). The first bid or request for proposals opening must occur in May.

- i. The CONSULTANT will be responsible to consult with the DISTRICT to discuss its needs and obtain information necessary for the development of the solicitation (e.g. school, school address, hours of arrival and departure, and special equipment); and
 - ii. The CONSULTANT will evaluate all quadrant districts' needs and develop a comprehensive solicitation accounting for safety, efficiency and cost.
- f. The CONSULTANT shall, on an as-needed basis, develop and prepare additional requests for proposals or bid documents for the DISTRICT, specific routes or locations;
 - i. Will be responsible to consult with the DISTRICT to discuss its needs and gather specific information needed and
 - ii. Shall evaluate all DISTRICT needs and develop a comprehensive solicitation accounting for safety, efficiency and cost.
- g. The CONSULTANT shall collect student data for the bid and package the data to ensure the best pricing.
- h. The CONSULTANT shall prepare all legal notices and/or advertisements for bid solicitations.
- i. The CONSULTANT shall research and identify all potential proposers or bidders for requests for proposals or competitive bids and mail solicitations to them to promote and maximize participation from qualified and reputable transportation providers.
- j. The CONSULTANT shall review and evaluate the bid or RFP responses including evaluation of submissions and references; and
 - i. Prepare a tabulation spreadsheet for the DISTRICT, a summary of the evaluation process and findings and recommendations for awards to be submitted to all Cooperative school districts of the bids received.
- k. The CONSULTANT shall provide all documents necessary for submission to the New York State Education Department as applicable.
- l. The CONSULTANT shall establish and maintain ongoing communication with the DISTRICT throughout the school year in order to assist the DISTRICT with transportation related issues.
- m. The CONSULTANT shall act as liaison between the DISTRICT and transportation providers in connection with service issues, etc. for

purposes of facilitating the flow of information between the Parties and providing recommendations for resolution.

- i. The CONSULTANT shall not have decision making authority on behalf of the DISTRICT; and
 - ii. Any proposals for resolution of any issue or dispute shall be communicated to the DISTRICT in writing for its consideration and disposition.
- n. The CONSULTANT shall purchase and maintain required licenses for routing software used by the DISTRICT.
- o. The CONSULTANT shall provide all other services identified in the Proposal attached hereto as Exhibit "A" (the "Proposal"), incorporated by reference herein, and made a part of this Agreement.
2. The DISTRICT shall provide the CONSULTANT with student data to be included in the bids and requests for proposals, including the student's name, address, school, school address, phone number, arrival and dismissal times, and special needs (i.e. W/C, A/C, Wheel Chair, Car Seat etc.). The Parties agree that information concerning any student covered by the terms of this Agreement shall not be released except as provided for by applicable law, rule, or regulation, including but not limited to the Family Educational Rights and Privacy Act ("FERPA") and Education Law Section 2-d. Education Law Section 2-d – Rider is incorporated by reference and made a part of this Agreement, attached hereto as Exhibit "B".

E. REPRESENTATIONS:

1. The CONSULTANT heretofore agrees to those representations set forth in the Proposal.

F. COMPENSATION:

1. The DISTRICT shall pay the CONSULTANT the sum included as Part II of the Proposal within thirty (30) days of the DISTRICT's receipt of a detailed written invoice from the CONSULTANT. Said invoice shall include the particulars of services rendered, total hours, dates that the invoice covers, and the total amount due for the period specified.

G. INSURANCE:

1. The CONSULTANT, at its sole expense, shall procure and maintain the following insurance policies:
 - a. **Commercial General Liability Insurance** - \$1,000,000 per occurrence, \$2,000,000 aggregate.

- b. **Automobile Liability** - \$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
 - c. **Workers' Compensation and New York State Disability** - Statutory Workers' Compensation, Employers' Liability and New York State Disability Benefits Insurance for all employees.
 - d. **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. If written on a "claims-made" basis, the retroactive date must pre-date the inception of the Agreement. Coverage shall remain in effect for two years following the completion of work.
 - e. **Excess Insurance** - On a "follow-form" basis, with limits of \$3,000,000 each occurrence and aggregate.
2. The insurance is to be underwritten by a licensed New York State Insurer with a minimum Best rating of A-minus.
 3. The CONSULTANT shall provide thirty (30) days written notice to the DISTRICT in the event of cancellation or non-renewal.
 4. Upon execution of this Agreement, the CONSULTANT will supply the DISTRICT with a copy of said policy/policies.

H. TERMINATION:

1. The DISTRICT may terminate this Agreement upon thirty (30) days prior written notice to the CONSULTANT. Such notice shall be given in accordance with the requirements for all notices pursuant to this Agreement set forth below.
2. The Parties agree that the CONSULTANT's failure to comply with any material terms or conditions of this Agreement will be deemed a breach of contract, and will provide a basis for the DISTRICT to immediately terminate this Agreement without any further liability to the CONSULTANT.
3. In the event the DISTRICT terminates this Agreement with or without cause, such termination of this Agreement shall not discharge the Parties' existing obligations to each other as of the effective date of termination.
4. In the event the DISTRICT terminates this Agreement with or without cause, the CONSULTANT shall, within ten (10) days after such termination, return all materials to the DISTRICT and provide written certification of the same, and refund such portion of any compensation paid to CONSULTANT prorated to the effective date of termination.

I. NOTICES:

1. All notices which are required or permitted under this Agreement shall be in writing, and shall be deemed to have been given if delivered personally or sent by registered or certified mail, addressed as follows:

To District:

Christopher Caputo, Assistant Superintendent for Business
Malverne Union Free School District
301 Wicks Lane, Malverne, New York 11565

To Consultant:

Nancy Nunziata
JN Business Services
7 Sims Street
Patchogue, New York 11772

J. SUCCESSORS AND ASSIGNS:

1. The CONSULTANT is hereby prohibited from assigning, transferring, conveying, or otherwise disposing of this Agreement or the CONSULTANT's right, title, and interest in this Agreement to any other person, corporation, or entity without the prior written consent of the DISTRICT.

K. WAIVER OF RIGHTS:

1. The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that Party's right to subsequently enforce every provision of this Agreement.

L. SEVERABILITY:

1. Should any provision of this Agreement, for any reason, be declared invalid and/or unenforceable, such decision shall not affect the validity of the remaining provisions of this Agreement. Such remaining provisions shall remain in full force and effect as if this Agreement had been executed with the invalid provision(s) eliminated.

M. GOVERNING LAW:

1. This Agreement and the rights and obligations of the Parties hereunder shall be construed in accordance with, and governed by, the laws and regulations of the State of New York and applicable Federal laws and regulations. Any suits

concerning this Agreement will be brought and adjudicated in the Supreme Court, Nassau County.

N. ENTIRE AGREEMENT:

1. This Agreement represents the complete and exclusive statement of the agreement between the Parties, and supersedes all prior or contemporaneous, oral or written: proposals, understandings, representations, conditions or covenants between the Parties relating to the subject matter of this Agreement.
2. This Agreement may not be changed orally, but only by an agreement, in writing, signed by authorized representatives of both Parties.

O. TITLES:

1. The titles of the Sections of this Agreement are solely for the convenience of the Parties, and are not to be used as an aid in the interpretation of the terms and conditions thereof.

P. AUTHORIZED SIGNATORY:

1. Each individual signing this Agreement certifies that (i) he or she is authorized to sign this Agreement on behalf of his or her respective organization, (ii) such organization has obtained all necessary approvals to enter into this Agreement, including but not limited to, the approval of its governing board, and (iii) when executed, this Agreement is a valid and enforceable obligation of such organization.

IN WITNESS THEREOF, the Parties hereto have executed this Agreement the day and year first above written.

JN BUSINESS SERVICES

**BOARD OF EDUCATION OF THE
MALVERNE UNION FREE
SCHOOL DISTRICT**

By:

Nancy Nunez
President

By:

President, Board of Education

Dated:

5/6/2022

Dated:
