**XYZ Charter School, Inc.
Request for Proposal – Student Transportation**

**Charter Schools**

 **(July 1, 2021 – June 30, 2023)**

Proposal Due Via Email by DATE 6:00pm Central Time

**Background:** XYZ Charter School is an anti-poverty non-profit organization with longstanding history and deep community roots, founded in 1894. Our headquarter campus sits in the East Nashville public housing campus of Cayce Place, currently transforming into the mixed-income neighborhood Boscobel Heights.  This is where we operate most of our programs, supporting education goals for learners of all ages, empowering youth and adults in their careers, and providing stability and support services for individuals and families. XYZ Charter School also operates two public, K-8 charter schools in East Nashville (SCHOOL 1 and SCHOOL 2 Charter School) and is co-located with partner agencies in several other centers and public schools as well. These are the places in Nashville where we continue in service, partnering with families to open doors of hope and possibility, create a culture of attainment, and positively shape future generations.

XYZ Charter School, Inc. (hereafter “XYZ Charter School”) operates two (2) charter schools serving approximately 1500 students during the 2021-22 school year. Under this RFP, the awarded proposer will be responsible for providing transportation to SCHOOL 1 (approximately 900 students) and SCHOOL 2 Charter School (approximately 600 students, growing to 900). ​.

**Purpose:** XYZ Charter School seeks proposals from qualified proposers interested in providing Student Transportation Services as described in this RFP.

The awarded proposer shall provide full-service, morning and afternoon transportation for students, including those with documented disabilities who require specialized transportation in order to access their education, as outlined through an IEP or 504 plan, in accordance with the Individuals with Disabilities Education Act (IDEA). This includes, but is not limited to, students with intellectual (cognitive) impairments, autism, other health impairments, physical disabilities, and emotional disturbance. Full-Service is defined as including all vehicles, consumables, maintenance, insurance, staffing, supervision, and management necessary to operate properly licensed and inspected school vehicles as well as running a staffed dispatch operation. The proposer must also include route creation and routing support. The primary obligation of the proposer is to operate its affairs so that XYZ Charter School will be assured of continuous, reliable service and such that XYZ Charter School is not burdened with day-to-day operations.

XYZ Charter School expects the proposer to have the staffing, resources, and expertise necessary to complete the service required as well as a plan to deliver high-quality, dependable transportation service. The proposer is to have a management structure that will ensure high-quality customer service, as well as a plan to maintain responsiveness and effective communication with XYZ Charter School leadership and XYZ Charter School parents. The proposer is expected to offer the requested service at a competitive price, and all of the necessary factors that contribute to the price must be included in the proposal price. Proposer is to have a demonstrated track record of success in the industry, is to provide positive references, and is to have sound business practices that show fiscal responsibility.

While the proposer’s cost is of great importance, proposing the lowest price will not assure award of the service. XYZ Charter School expects comprehensive, reliable, safe, efficient, professional service and high-quality customer service.

**Contract Period:** ​This RFP addresses the Contract Period June 1, 2021, through June 30, 2023 and will include up to three (3) annual renewal options by XYZ Charter School through June 30, 2026 (up to five years total).

**Proposal Authorities, Restrictions & Clauses**

**XYZ Charter School Authorities and Options**

* XYZ Charter School reserves the right to reject any and all proposals for any reason.
* XYZ Charter School reserves the right to seek clarifications from a proposer or correct or waive irregularities in submitted proposals should it be deemed in the best interest of XYZ Charter School to do so.
* XYZ Charter School reserves the right to negotiate any and all proposals for any reason.
* XYZ Charter School reserves the right to award to more than one proposer.
* XYZ Charter School has 30 days to accept a submitted proposal; the proposer cannot withdraw a proposal within that 30 day period without mutual consent with XYZ Charter School.
* Final prices will be negotiated between the proposer and XYZ Charter School. XYZ Charter School reserves the right to cancel the contract award if proposer cannot commit to a final contract that has prices within 5% of what is initially quoted.

**Negative Assurances**

* XYZ Charter School cannot assure that the services will be awarded to any proposer at any time.

**Prohibitions**

* XYZ Charter School shall assess, negotiate and decide on this proposal without influence from the proposer’s employees, the proposer’s representatives or agents, the proposer’s vendors, or any other parties with a business, financial or family relationship to the proposer.
* The proposer is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon XYZ Charter School, its Board(s) and its agents; violators will be prosecuted to the extent of the laws pertinent to XYZ Charter School.
* Proposers must submit a firm bid. A proposer shall not stipulate in its proposal any conditions not contained in the contract documents.

**Proposer Responsibilities**

* It is the proposer’s duty to inspect all submitted documents to assure completeness, legibility, etc.
* It is the proposer’s duty to understand the RFP; any misunderstanding is the responsibility of the proposer; XYZ Charter School has no obligation to correct, reject or question any portion of the proposal.
* Proposer must abide by all RFP requirements; the proposal may be rejected by XYZ Charter School regardless of the type or significance of noncompliance.

**Termination of the Contract:** ​The contract will naturally expire at the end of the contract term. XYZ Charter School reserves the right to terminate the Contract with thirty (30) days advance written notice as a result of inferior quality of service, materials, product, workmanship, and/or reductions/termination of funding. XYZ Charter School reserves the right to terminate the Contract immediately if there are unresolved safety or liability concerns.

**Proposer Requirements**

**Overview:** ​The proposer should be aware that the intent of this contract is for XYZ Charter School to hold the proposer accountable for the reliable and efficient operation of a daily school transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the proposer to a very high level of performance. The proposer is given the flexibility to develop and perform their own programs, provided required performance standards relating to the reliability and safety of the service are met and the work is completed within the bounds outlined in this RFP.

**Location/Scope of Services Requested:**

XYZ Charter School serves students and families throughout Davidson County.

School is located at ADDRESS HERE

SCHOOL 1 Anticipated number of routes (8-10 during school year, 3-4 during summer)

SCHOOL 2 Anticipated number of routes (3-5 during school year, 2-3 during summer)

School year is early August to late May (exact dates may vary).

Summer school is typically the month of June (tentative dates June 1, 2021 – July 1, 2021)

Assume 170-180 service days per year.

**Staffing:** ​The proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin or sexual orientation.

**Background Checks:** The proposer will ensure that all employees involved in their services pass a drug screening and background check prior to employment and will submit those tests to XYZ Charter School upon request.

**Staffing Concerns:** The proposer agrees to immediately remove from the Work Site any person employed on the Work Site who, in the opinion of XYZ Charter School, is incompetent or who has been conducting him- or herself improperly. The proposer will not permit a person so removed to remain on or return to the Work Site or any XYZ Charter School site without XYZ Charter School approval. The proposer shall maintain adequate staffing at all times. All the proposer’s employees shall be neatly dressed and shall be presentable, helpful, friendly, and cooperative at all times. The children’s interest in transportation takes precedence over the interests of the proposer, its drivers, or XYZ Charter School. Drivers and all other persons coming in contact with the children must be of stable personality and of the highest moral character. XYZ Charter School places and the proposer accepts full responsibility of assuring such qualities in personnel.

**Appointment of Supervisor**​: The proposer will appoint an experienced supervisor or supervisors to be responsible for all work required under the contract. The supervisor must be always readily accessible to XYZ Charter School personnel and will have communication equipment (cell phone, text, and email).

**Assignments and Subcontracting:** ​Services shall be performed by qualified, trained and properly licensed personnel who are directly employed by the proposer. The proposer will not make any assignments or subcontract any work under this agreement without prior written permission from XYZ Charter School.

**Vehicles:** ​The proposer shall ensure that all vehicles have working GPS, operational camera systems, first aid kits, fire extinguishers, operational and lighted stop arms, back-up alarms, functional exit doors, a functional front arm extension, working two-way radios, and an up-to-date inspection sticker, as well as any other state mandated requirements. The School Name (SCHOOL 1 or SCHOOL 2 Charter School) must be posted on the midline of all vans/buses (both sides). The Route Number, if applicable, must be posted on the side of the vehicle and on the front of the vehicle, visible to potential passengers.

​**Confidentiality:** ​Confidentiality is required from the proposer and its employees at all times.

**Legal:** ​The proposer must fulfill all obligations in compliance with all applicable laws and regulations, including the Occupational Health and Safety Act. The proposer must notify XYZ Charter School concerning any litigation involving the proposer or its parent or subsidiary companies. The proposer must report to XYZ Charter School any driver who has been arrested for any offense related to operating any vehicle or any crime including a minor.

**Responsibility**​: The proposer will be responsible for all damage to the School’s property, equipment, and buildings caused by its employees or its equipment. The proposer will also be responsible for any injuries to persons caused by its staff or equipment. The proposer must be knowledgeable about and abide by all provisions of legislative enactments, by-laws and regulations in regard to safety.

**Insurance:** ​The CONTRACTOR will provide this insurance coverage types, and these minimum limits with an "A-," VII or above AM Best rated insurance carrier licensed in Alaskae:

* Workers Compensation- $1,000,000 for Employers Liability and statutory limits per the State of Alaskae
* Automobile/Bus Liability- $1,000,000 combined single limit
* Commercial General Liability- $1,000,00 per occurrence/$2,000,000 general aggregate
* Sexual Abuse & Molestation coverage must be included with full limits on the General Liability
* $5,000 per person medical payment coverage on Auto Liability and General Liability
* Umbrella/Excess Policy- $1,000,000 going over Employers Liability, General Liability
* XYZ Charter School reserves the right to require changes in coverages as may be required by the state or district charter school authorizer

**Additional Insured**

The CONTRACTOR will designate XYZ Charter School as an Additional Insured on the General Liability for completed and ongoing operations and Auto Liability Policies. Please provide a waiver of subrogation in favor of XYZ Charter School for all policies and require that all policies be primary and noncontributory with XYZ Charter School’s insurance coverage. Prior to work beginning under the contract and within 15 days of each subsequent policy renewal, the contractor will provide a certificate of insurance evidencing such coverage. Insurance policy will provide that no coverage can be canceled except with a minimum of thirty (30) days written notice to the contractor and additional Insured, specifically XYZ Charter School. The cancellation or loss of insurance shall constitute a material breach of this Agreement, which will allow XYZ Charter School to terminate the contract immediately.

**Pricing and References:** ​The proposer will offer its services as requested below. Proposed rates are to include ALL operating costs, including but not limited to overhead, facilities, maintenance, staffing, training, equipment, insurance, software, and any other costs necessary to provide student transportation services. The proposer should provide a proposal that includes the following:

* Flat fee rate by route per day includes both morning and afternoon).
* Fee rate for supplemental transportation (athletic events, field trips, etc.).
* Fee for bus monitors.
* Fuel cost or other fee supplements, if any.
* Maximum annual increases, if any.
* Other pricing structures as may be offered.
* Three references

Proposer must provide information and/or evidence that assures their ability to deliver on the following expectations:

**1. Data Management:** proposer must work with XYZ Charter School to communicate student information, vehicle rosters, and routes and integrate effectively and regularly to XYZ Charter School’s Student Information System, if requested.

**2. Roster/Route Maintenance**​: Route rosters are to be updated at least weekly to ensure that drivers as well as the school, have access to the most up-to-date ridership information, contact information and pick-up/drop-off times.

**3. Special Considerations for Special Needs Transportation Service:** ​Due to the nature of the services, ​it is the expectation of XYZ Charter School that any updates to Special Needs Transportation Service will be completed within 48 hours of the proposer receiving the request.

**4. Additional Routing Services**​: XYZ Charter School may run extra academic programming that will require the creation and maintenance of new routes during the school year. XYZ Charter School will provide reasonable advance notification in such cases. At recurring times of the year (August and January) **the proposer must expect (and have capacity to support) frequent roster and route changes during the first four weeks of school and again in January of each year.** Proposer may be asked to build new routes from existing stops based on a limited student roster for afterschool programming, Saturday school, Summer School, inter-sessions, regular athletic programs, etc.

**Adherence to XYZ Charter School Transportation Principles**

* Routes no longer than 1 hour 15 minutes (no students are picked up prior to 6am or dropped off later than 5:30pm)
* Vehicles are cleaned twice a day including documented COVID or other health related protocols
* Students are seated according to their specific needs and seating charts are maintained if required by XYZ Charter School.
* PreK/K are seated in first row(s) of the vehicle
* Drivers are courteous and respectful of students and families
* Students and families are respectful and courteous to drivers
* Vehicles are maintained in accordance with State, local and manufacturers specifications
* Follow all municipal and state laws regarding inspections and location of stops
* All routes are run prior to the start of school (dry runs)
* All special transportation routes, if necessary, are door-to-door service.
* Adherence to all special education legal guidelines.
* XYZ Charter School reserves to the right to modify these principles.

**Safety**​**:** ​The proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on-the-road training and classroom training for all drivers as well as bi-annual emergency exit drills (documented). XYZ Charter School retains the right to inspect all vehicles to ensure safety compliance. The safety of the transported children is our primary priority. XYZ Charter School, at its discretion and pursuant to a student’s designated need, may purchase and require the proposer to install safety equipment to ensure the safe transport of students. Examples of equipment are seat belt covers, safety seats and safety harnesses.

**Drivers/Monitors:** ​ The proposer is responsible for the hiring, assigning, training, and managing of all vehicle drivers. The proposer will hire, train, and manage monitors if requested. XYZ Charter School and proposer will collaborate to ensure driver and monitor assignments are effective and promote quality service and safety. Both regular and substitute drivers and monitors shall be assigned as consistently as possible to the same vehicle run for the purpose of route familiarization and pupil management. It is the express desire of XYZ Charter School that the rate of driver and monitor turnover be minimal. XYZ Charter School delegates to the proposer’s drivers the necessary authority to maintain orderly behavior on vehicles, and drivers/monitors must have the training and experience necessary to manage student conduct in alignment to best practices for de-escalation and for students with disabilities. Drivers and monitors must also follow / implement school created behavior and health plans as they apply to transportation before and after school. Authorization shall not include corporal punishment, or the right to eject any offender under circumstances other than those which present an immediate danger likely to result in injury. Student Transportation Behavior Reports must be completed by the driver and given to the school for any incident. Consequences for student behavior will occur at the discretion of the school. XYZ Charter School will conduct semi-annual file audits of the selected vendor to ensure adherence to these requirements.

XYZ Charter School reserves the right to provide and assign monitors (at its cost) for some or all routes. Proposer will collaborate with XYZ Charter School to ensure school selected monitors are able to support a safe and orderly route, including provision of training of monitors (even if employed or contracted by XYZ Charter School). Proposer may also be asked to provide monitors for some or all routes.

**Driver and Monitor Training:** XYZ Charter School will conduct semi-annual training with all transportation vendors during the Summer in the month of July, and in the Spring during the month of January or February. Additional trainings can be arranged. These trainings will cover content specific to XYZ Charter School policies and procedures.

**Communication​:** The proposer must run a dispatching operation that stays in regular communication with school leadership and the school operations or transportation liaison. Dispatch must be adequately staffed (a minimum 30 minutes before 1s​t stop of the day to 30 minutes after last scheduled stop of the day) on every day that vehicles are running for XYZ Charter School, including nights and weekends. Information concerning late vehicles will be communicated by text message or email to the School Operations Manager as soon as it is known. The proposer will provide a direct phone number by which XYZ Charter School leadership can reach dispatch in order to ensure effective communication. The proposer will also provide a direct phone number for XYZ Charter School parents and students in order to ensure consistent, courteous, professional assistance to our families. In the event of a vehicle breakdown or an accident involving a vehicle, the proposer will work effectively with XYZ Charter School to communicate the necessary information to affected families as well as to the school.

**Feedback System:** ​The proposer will enact a rigorous feedback system so that XYZ Charter School and the proposer both have regular opportunities to celebrate achievements, critique issues, and identify concerns to address. The feedback schedule must include weekly meetings with the principal and or transportation liaison during the first month of service and then monthly meetings thereafter. XYZ Charter School may include quarterly anonymous surveys submitted to students, parents, school leadership, School Operations Managers, and other staff.

**Fleet Maintenance:** ​The proposer is responsible for maintenance and repairs on all vehicles utilized under the contract at its own cost. The proposer is to provide sufficient spare vehicles as backup units during breakdowns and whenever vehicles may be out of service for maintenance or repairs. The proposer will also supply a reasonable number of additional vehicles to provide for special services or promptly correct any deficiencies discovered on any vehicles or equipment to be utilized under the contract. Under no condition may an unsafe vehicle be used to transport students. The proposer will keep on file the completed inspection sheets and submit copies of the sheets to XYZ Charter School Leadership when requested. Exterior cleaning will be done at least twice a month from August through June. Vehicle windows must be clean and clear, and vehicle numbering must be always visible. All vandalism or damage to the proposer’s equipment will be the responsibility of the proposer unless such damages result from the negligence of XYZ Charter School; however, XYZ Charter School will assist the proposer in attempting to collect from the responsible party for damage to the proposer’s property.

**Policies and Procedures:** ​The proposer will have in place and provide to XYZ Charter School upon request for review, its Policies and Procedures pertaining to, but not limited to, the following items. The details for each item are XYZ Charter School’s expectations, to be met by the policy as necessary:

* Planned Absence: proposer’s system for ensuring qualified, on-time substitute drivers on routes, as well as proposer’s plan to communicate substitutions to the School Operations Managers.
* Unplanned Absence: proposer’s system of bench drivers and short-notice support to ensure on-time performance of all routes on all days, including communication to School Operations Managers.
* Vehicle Accidents or Breakdowns: Protocol for drivers as well as communication plan to keep school(s) and parents updated with pertinent information.
* Major Behavior Issue on Vehicle: Drivers/Monitors are to manage behavior as much as possible at all times, but if extra support is needed, then the driver is to contact Dispatch. Under no circumstances is the driver to contact the Police unless the issue escalates into a life-or-death situation. Procedures must include proposer’s plan to communicate these issues with the school and families. It is the discretion of the school to determine the proper consequence and whether the student will be suspended or expelled from special transportation services.

**Submission:** ​The proposer will submit the following by ​**Friday, May 21, 2021 at 6:00 PM central time**​: One electronic copy of all proposal documents Via EMAIL, to sbrowning@marthaobryan.org AND chrisreynolds44@gmail.com. Questions regarding this RFP may be sent to Chris Reynolds via email.

Any questions regarding this RFP should be directed to Chris Reynolds (email above) by ​**Wednesday May 19, 2021 at 12:00PM**​.

**Proposal Components (10 pages maximum for items 1-5 below)**

1. Company Overview
	1. Organizational mission, history, and identification of key leadership/ownership
	2. Description of organizational scale/capacity to deliver
	3. Experience in the education industry
	4. Short bios of key staff
2. Organization Policies and Procedures
	1. Summary of Employee Sourcing, Screening and Hiring Procedures
	2. Frequency and type of background/drug checks performed
	3. Summary of Staff Training/Professional Development/Safety and Security Program
3. Equipment and Service Details
	1. Typical vehicle specifications, approximate age, capacity, and on-board equipment (A/C, GPS, cameras, for ex).
	2. Transportation Service Plan: Dispatch, Scheduling, Vehicle Maintenance, etc.
	3. Routing Plan: Route Creation, Data Management, etc.
4. Customer Service Proposal
	1. Management/Supervision Structure
	2. How the proposer plans to monitor and measure service quality (include sample reports if available)
	3. Contingency/Coverage plan for expected and unexpected absences or staff turnover
5. Implementation Plan
	1. Summary of Driver Training/Onboarding Plan
	2. Proposed Service Preparation Timeline (routing, dry runs, training, etc.)
6. References
	1. Proposer’s references (minimum of 3) - please include contact info including phone and email, not letters of reference. At least one must be a current client in Alaskae.
7. Pricing Sheet
	1. Flat fee rate by route per day (includes both morning and afternoon).
	2. Fee rate for supplemental transportation (athletic events, field trips, etc.).
	3. Fee for bus monitors (if provided by proposer)
	4. Fuel cost or other fee supplements, if any
	5. Maximum annual increases, if any.
	6. Other pricing structures as may be offered.
8. Contact Information/Signatures/Disclosures (see below)

**CONTACT INFORMATION/SIGNATURES AND DISCLOSURES**

**Company Legal Name**

**Company Address**

**Company Phone Number**

**Company EIN**

**Primary Contact Name**

**Primary Contact Phone Number**

**Primary Contact Email Address**

**Authorized Representative Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_**

**Authorized Representative Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Date\_\_\_\_\_\_\_\_\_\_**

**Disclosures**

Responses to the following questions must accompany the contractor’s bid. A bid may be deemed non-responsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for transportation services. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

2. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/current status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. \_\_ Yes \_\_ No

If yes, please explain the circumstances, including the specific charge(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Signature of Legally Responsible Party

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date