



Request for Proposals (RFP)

**Non-Profit Schools Transportation
Contracted Bus Services**

**Schools of Perea
(SoP)**

POSTED Monday, April 17, 2023

SoP does not discriminate on the basis of race, color, gender, disa, age, religion, sexual orientation, or national or ethnic origin. SoP will provide equal opportunities without regard to race, color, gender, disability, age, religion, sexual orientation, or national or ethnic origin by requiring that any organization doing business with SoP provide equal opportunities to persons and businesses employed by, or contracting with the supplier of products or services to SoP.

1. Statement of Work

1.1. Purpose

Prospective vendors are invited to submit proposals to supply transportation services for SoP.

1.2. Coverage & Participation

The intended coverage of this RFP, and any agreement resulting from this solicitation, is for the use of all departments at SoP. SoP reserves the right not to enter into any contract, to add and/or delete elements, or to change any aspect of the coverage and participation at any time without prior notification and without any liability or obligation of any kind or amount.

2. General Information

2.1. Original RFP Document

SoP shall retain the RFP, and all related terms and conditions, exhibits, and other attachments, in original form in an archival copy. Any modification of these, in the vendor's submission, is grounds for immediate disqualification.

2.2. The Organization

SoP is dedicated to the preparation of all students academically, socially, and emotionally for success by creating and maintaining a classroom and school environment that is student-centered, has high academic expectations, and makes all students feel welcomed, appreciated, and valued. SOP - Perea Elementary and Perea Preschool - are fully committed to educating the whole child, providing a culturally responsive learning environment that is grounded in foundational literacy.

3. Proposal Preparation Instructions

3.1. Vendor's Understanding of the RFP

In responding to this RFP, the vendor accepts full responsibility to understand the RFP in its entirety, and in detail, including making any inquiries to SoP as necessary to gain such understanding. SoP reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, SoP reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. If awarded, said right also extends to revocation of the award. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to SoP.

3.2. Good Faith Statement

All information provided by SoP in this RFP is offered in good faith. Individual items are subject to change at any time. SoP makes no certification that any item is without error. SoP is not responsible or liable for any use of the information or any claims asserted therefrom.

3.3. Communication

Verbal communication shall not be effective unless formally confirmed in writing by a specified official in charge of managing this RFP process. In no case shall verbal communication govern over written communication.

Questions and requests for clarifications relating to this RFP must be directed to the SoP's authorized representing firm, KAPOSH Consulting (KC). KC is to be the sole point of contact at SoP in connection with this RFP for potential vendors, effective with the date of release of this RFP and until a vendor is selected to provide the above-referenced services. Contact with any representative of SoP, other than what is stated above, will result in disqualification. KC can be reached at:

robert@kaposshconsulting.com

Written questions and requests for clarification must be received by KC the date listed in section 3.6 of this RFP. Questions will only be accepted by email. Questions and requests for clarification received after the deadline, will not be accepted, reviewed, or responded to. Responses to any questions received will be sent by the dates listed in section 3.6 of this RFP, to all bidders. SoP reserves the right to change any dates contained within this RFP. Any changes to this RFP or its schedule will be posted to SoP's website or communicated directly to all bidders.

3.4. Proposal Submission

Proposals must be emailed to robert@kaposshconsulting.com using the following criteria.

- 3.4.1.** Attach RFP document in Adobe Portable Document Format (.pdf). Other formats will not be accepted.

- 3.4.2. PDF Documents must be less than 25 MB.
- 3.4.3. The subject of your email should be in the following format: 2023 SoP Transportation RFP_Company Name.
- 3.4.4. File names should be in the same format as the email subject format explained above. 2023 SoP Transportation RFP_Company Name.
- 3.4.5. You will receive a response within 24 hours confirming our receipt of your bid.

Proposals must be received by the deadline listed in section 3.6 of this RFP via email as stated above. SoP will not accept proposals received by fax or delivered by any shipping carrier. Vendors must submit an electronic copy only in Adobe Portable Document Format (.pdf) as stated above.

3.5. Criteria for Selection

The evaluation of each response to this RFP will be based on a weighted matrix scale (from 0-100) to include but not limited to pricing, its demonstrated competence, financial stability, and ability to complete the work. The purpose of this RFP is to identify those suppliers who can best provide SoP with transportation services as identified in the Scope of Work.

Proposals will be privately opened in the presence of at least three SoP representatives:

KC, or an authorized SoP representative, will sign the evaluation criterion score sheet of competitive proposals, signifying a review and approval of the selections. The individuals selected to open proposals may change with or without notice to vendors. SoP will show due diligence in ensuring proposals are opened with a minimum of four SoP representatives.

Total Possible Points (100)	Criteria
45	<p>Pricing</p> <ul style="list-style-type: none"> ● The vendor with the lowest price receives 45 points. ● The vendor with the second-lowest price will receive 35 points. ● The vendor with the third-lowest price receives 25 points ● All other vendors will receive 20 points
25	<p>Service Capability Plan (vendor is required to provide examples of providing service to similar type schools)</p> <ul style="list-style-type: none"> ● “Poor” shall mean the proposal does not meet RFP requirements. A “poor” rating equals 0 points. ● “Fair” shall mean that the proposal meets most but not all of the RFP requirements. A “fair” rating equals 10 points. ● “Good” shall mean that the proposal meets RFP

	<p>requirements. A “good” rating equals 20 points.</p> <ul style="list-style-type: none"> ● “Exceptional” shall mean that the proposal exceeds the RFP requirements. An “exceptional” rating equals 25 points.
10	<p>Years of Experience</p> <ul style="list-style-type: none"> ● The vendor with the most years of experience receives 10 points. ● Every other vendor will receive 1 point for each year of experience with a maximum of 9.
10	<p>Financial Conditions/Stability, Business Practices (the vendor is required to provide examples of past audits)</p> <ul style="list-style-type: none"> ● “Poor” shall mean the proposal does not meet RFP requirements. A “poor” rating equals 0 points. ● “Fair” shall mean that the proposal meets most but not all of the RFP requirements. A “fair” rating equals 2 points. ● “Good” shall mean that the proposal meets RFP requirements. A “good” rating equals 6 points. ● “Exceptional” shall mean that the proposal exceeds the RFP requirements. An “exceptional” rating equals 10 points.
10	<p>Accounting and Reporting Systems (the vendor is required to provide examples of their record-keeping and logs)</p> <ul style="list-style-type: none"> ● “Poor” shall mean the proposal does not meet RFP requirements. A “poor” rating equals 0 points. ● “Fair” shall mean that the proposal meets most but not all of the RFP requirements. A “fair” rating equals 2 points. ● “Good” shall mean that the proposal meets RFP requirements. A “good” rating equals 6 points. ● “Exceptional” shall mean that the proposal exceeds the RFP requirements. An “exceptional” rating equals 10 points.

3.6. Selection and Notification

Vendors determined by SoP who possess the capacity to compete for this contract will be selected to move into the negotiation phase of this process. Written notification will be sent to these vendors via e-mail. Those vendors not selected for the negotiation phase will not be notified via e-mail.

Bid Advertised and Sent to Eligible Vendors	April 17, 2023
Questions Emailed	By April 24, 2023, @ 4:00 pm CST
Responses to Questions Posted	By April 26, 2023, @ 4:00 pm CST
Bid Submission Deadline	May 05, 2023, @ 4:00 pm CST
Bid Winner Determined	By May 17, 2023, @ 4:00 pm CST
Vendors Notified	By May 18, 2023, @ 4:00 pm CST

4. Scope of Work, Specifications & Requirements

4.1. General Scope

SoP is releasing for bid transportation services to accommodate one campus. In the performance of such services pursuant to this RFP, its proposal, and the final contract, the successful bidder will comply with any and all applicable federal, state, and local laws, rules, ordinances, policies, and regulations, as well as all licensing and permitting requirements applicable to providing the services anticipated in this RFP, and will indemnify, defend and hold SoP harmless from any liability from its failure to comply.

The contract resulting from this RFP is to begin tentatively **from August 01, 2023, through July 30, 2024**, with options to renew for up to 3 years. SoP currently serves approximately 500 students in grades PreK-5 on one campus.

*SoP will communicate actual bus needs based on enrollment targets **by July 01** of the preceding school year.

SoP reserves the right to waive any formalities to accept any proposal as a whole, split bid, and/or receive any individual item(s) within a proposal or reject any or all proposals in the best interest of SoP.

4.2. Routing Services

The contractor will provide routing services, including creating transportation routes based on student addresses and/or group stop locations agreed upon by the schools and the transportation provider. The contractor will complete morning pick-up and afternoon drop-off at mutually agreeable locations for each route. The days of service will be approximately 180 instructional days per school year. SoP will communicate any school closures or schedule changes to the contractor with as much advance notice as possible.

4.3. Additional Services

To the extent possible, based on the availability of vehicles and drivers, the contractor will accommodate supplemental transportation requests, including school bus transportation for field trips, athletic contests, and special events and charter bus transportation for out-of-town, overnight field trips, or staff development trips at an agreed-upon rate.

4.4. COVID-19 Mitigation Services

To navigate services provided during the COVID-19 pandemic, each vendor shall submit mitigation measures to limit the possible transmission of COVID-19 while transporting students and maintain compliance with all COVID-19 laws relevant to the transporting of school students.

4.5. Vehicles

The contracted firm is responsible for providing a sufficient number of school buses capable of adequately meeting the needs of SoP. All vehicles will have valid Tennessee Department of Safety operating certificates and maintain safe and suitable operating conditions. Additionally, it is the responsibility of the contracted firm to ensure compliance with Shelby County Schools, the City of Memphis, and all other relevant SoP reporting agencies. It is the contractor's responsibility to provide safe, proper, and appropriate maintenance on vehicles used. In addition to the necessary vehicles to meet the scheduled needs, the contractor must have at least 15% of the total fleet as light vehicles available to meet daily transportation needs when a normally-used vehicle may be out-of-service due to maintenance or for any other reason. Stand-by drivers must be able to operate these vehicles. Camera, GPS infrastructure, and air-conditioning are requirements for all vehicles.

4.6. Employee Recruitment, Hiring, and Training

4.6.1. Qualifications of Drivers

The contractor will employ professional, properly-licensed, and trained bus drivers. The contractor will be responsible for ensuring that drivers remain licensed, comply with any new training requirements that may arise, and have successful background checks on file. The drivers must undergo the physical and mental health examinations required by law before employment. During the term of this contract, all drivers must comply with Federal drug and alcohol testing and physical ability testing requirements at the contractor's expense.

4.6.2. Qualifications of Monitors

The contractor will utilize professional, properly-licensed, and trained bus monitors for routes upon request. The contractor will be responsible for ensuring that monitors have successful background checks on file and comply with any new training requirements that may arise. The monitors must undergo the necessary safety examinations required by law prior to employment. During the term of this contract, all monitors must comply

with Federal drug and alcohol testing and physical ability testing requirements at the contractor's expense.

4.6.3. Compensation

The contractor will be responsible for all salaries, payroll, and other taxes, benefits, fees, and insurance required by any federal, state, and local law, statute, or regulation (including but not limited to unemployment taxes, Social Security contributions, worker's compensation premiums, and all similar taxes and payments).

4.6.4. Adherence to SoP Policies

All contractor employees assigned to SoP will be subject to the rules and regulations of SoP while at any school facility. The contractor, including its employees and agents, will be responsible for knowing SoP's policies and procedures concerning the appropriate behavior of persons in its facilities and will comply with all such policies and procedures. SoP will use its best efforts, as reasonably requested by the contractor, to assist the contractor in complying with all applicable policies.

4.6.5. Grievances

In case of improper employee conduct according to school policies, safety guidelines, or as otherwise identified by SoP, the contractor will work proactively with SoP to devise an acceptable resolution, potentially including imposing sanctions and/or removing employee(s) from the facility temporarily or permanently. SoP may orally or in writing request the removal or replacement of any prospective or actual employee or agent of the contractor from working under the contract. The contractor shall comply with any such request.

4.7. Insurance Requirements

Enclosed with the proposal, the bidder must include a certificate of insurance signed by an insurer(s) employee providing coverage (not an agent). The insurer's employee must possess the authority to bind that the insurer(s) will meet no less than the minimum limits of insurance required in this RFP will be completed.

4.7.1. Minimums

Minimum liability and property damage coverage shall be not less than \$5,000,000.00 in combined limits (T.C.A. §49-6-2111, Rules of the State Board of Education 0520-01-050.01). Additionally, the vendor selected must list SoP as additional insured for both General Liability and Auto Liability. A Waiver of Subrogation in favor of SoP should be also included in the vendor's General Liability and Auto Liability coverage. The vendor selected should also provide SoP a certificate of insurance as proof of insurance requirements by July 01, 2023.

- 4.7.2. Workers Compensation**
The vendor must possess worker's compensation coverage covering all employees in amounts required by Tennessee State Law.
- 4.7.3. Disability Benefits**
The vendor must possess disability benefits covering all employees by Tennessee State Law
- 4.7.4. Unemployment Insurance**
The vendor must possess unemployment insurance covering all employees consistent with the requirements of Tennessee State Law.
Unemployment Insurance covering all employees consistent with the requirements of Tennessee State Law.
- 4.7.5. Sexual Misconduct**
Sexual Misconduct insurance shall be included with the General Liability policy.

5. Vendor Qualifications & References

All vendors must provide the following information in order for their proposal to be considered:

FORMAT OF BIDDER'S PROPOSAL:

To ensure equivalent evaluation of all proposals, Bidders must submit a proposal corresponding to the sequence and format outlined below. The Bidder should provide that its Proposal clearly explains all issues and questions addressed in this Section. In responding, it is at the Bidder's discretion to expand upon topics.

EACH PROPOSAL SHALL CONTAIN THE FOLLOWING SECTIONS:

- Experiences and References
- Business Stability
- Organization and Staff Capacity
- Service Delivery Plan
- Quality Assurance Plan
- COVID-19 Mitigation Measures Plan
- Training Plan
- Proof of insurance
- Bid Pricing
- Vendor Certification (section 8 of this RFP)

5.1. Experiences and References

Companies that have not contracted with SoP within the past three years must provide the following documentation of experience and references:

To demonstrate the company's experience with similar schools or other facilities and experiences in the education sector, including a Summary Description of the company and relevant experiences and any strategic partners, if applicable. A list of clients served within the past five years (preferably schools); please include contact information (name, address, email, phone number).

5.2. Business Stability

To demonstrate sufficient financial soundness and capacity to provide the services and carry out the contractor's requirements and obligations under this RFP and the subsequent contract, please provide: (1) A company financial report for the most recent fiscal year, or (2) explanation of unavailability and equivalent alternative financial documentation, and documentation of company legal operating status. Provide copies of all relevant certificates or disclosures.

5.3. Organization and Staff Capacity

To demonstrate how personnel will manage, supervise and perform the services and communicate with SoP effectively to maintain a high standard of services, please include a description of the experience and qualifications of key personnel providing the services with a clear explanation of personnel roles and responsibilities. Include personnel responsible for work order completion, hiring/training, employee management, quality assurance, issue resolution/customer service, billing, compliance, and documentation. For all personnel, describe the planned level of effort, anticipated duration of involvement and on-site availability, and tenure with the contractor. Include a description of management and reporting relationships.

5.4. Quality Assurance Plan

To demonstrate how the bidder will ensure the quality of service, please include a description of how the bidder will monitor, measure, and provide service quality, safety and reliability. Include detail on the bidder's methods/program for project management and quality assurance (e.g., work standards, inspections, resolution of unacceptable work, safety issues log).

5.5. Training Plan

To demonstrate the contractor's capacity and quality of training provided to employees, please include: evidence and description of the scope of bidder's formalized in-service training and educational programs and requirements for all employees, including a detailed list of orientation, training, subject, and other ongoing job training subjects. Description of how the bidder will ensure effective employee recruiting and/or staff transition and conduct employee training and safety programs

5.6. List of Exceptions

If applicable, submit a detailed list of any requested exceptions, including explanations, to the RFP (i.e., specific services that the bidder will not provide and justifying reasons).

5.7. Bid Pricing

Provide firm bid pricing information with a breakdown of specific costs for services. Please include a daily billable rate for routine transportation services, including the agreed-upon daily routes and bus monitors, and rate(s) for supplemental transportation.

5.8. Additional Capacities (if applicable)

If applicable, description of any other resources to be provided by the contractor which would enhance the contractor's ability to carry out the services {cost savings guarantees, etc.}, specific to light maintenance.

6. Budget & Estimated Pricing

All vendors must provide a cost breakdown for the implementation of their solution for SoP's project as described in this RFP.

7. Additional Terms & Conditions

7.1. Personal Information

7.1.1. General

Depending on the circumstances, SoP may require information about the qualifications and experience of persons who are proposed or available to provide services, including resumes, documentation of accreditation, and/or letters of reference. The vendor should not submit as part of its response any information related to the qualifications, experience of persons who are proposed or available to provide services unless specifically requested. Unless specifically requested, any such information, whether in the form of resumes or other documentation, will be returned immediately to the vendor. SoP will treat this information by the provisions of this Section 7.

7.1.2. Requested Personal Information

Any personal information as defined in the RFP requested from each vendor by SoP shall only be used to *consider* the qualified individuals to undertake the project/services and confirm that the work performed is consistent with these qualifications. It is the responsibility of each vendor to obtain the consent of such individuals before providing the information to SoP. SoP will consider that the appropriate consents have been obtained for the disclosure to and use by SoP of the requested information for the purposes described.

7.2. Non-Disclosure Agreement

SoP reserves the right to require any Respondent to enter into a non-disclosure agreement.

7.3. Costs

The RFP does not obligate SoP to pay any incurred costs of any kind whatsoever that a vendor or any third parties may have in connection with the Response. All responses and supporting documentation shall become the property of SoP, subject to confidentiality claims in respect of the Response and supporting documentation.

7.4. Intellectual Property

The vendor should not use any intellectual property of SoP including, but not limited to, all logos, registered trademarks, or trade names of SoP, at any time without the prior written approval of SoP, as appropriate.

7.5. Vendor's Responses

All accepted responses shall become the property of SoP and will not be returned.

7.6. Governing Law

This RFP and the vendor's response shall be governed by the laws of the State of Tennessee.

7.7. No Liability

SoP shall not be liable to any vendor, person, or entity for any losses, expenses, costs, claims, or damages of any kind:

- Arising out of, by reason of, or attributable to, the vendor responding to this RFP; or
- As a result of the use of any information, error, or omission contained in this RFP document or provided during the RFP process.

7.8. Entire RFP

This RFP, any addenda to it, and any attached schedules constitute the entire RFP.

8. Vendor Certification

This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company. This vendor certification should be included as the last page of the RFP submission.

This proposal is submitted in response to the **2023 SoP Non-Profit Schools Transportation Contracted Bus Services** issued by SoP. The undersigned is a duly authorized officer, hereby certifies that:

_____ **Vendor Name**

The vendor agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 60 calendar days as of the RFP Due Date.

The undersigned further certifies that their firm (circle one):

IS
IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify SoP of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person[s] authorized to negotiate on behalf of this firm for purposes of this RFP are:

Name: _____ Signature: _____

Title: _____ Date: _____

Name: _____ Signature: _____

Title: _____ Date: _____

Signature of Authorized SoP Officer:

Name: _____ Signature: _____

Title: _____ Date: _____