

Request for Proposals (RFP) Transportation 22.23

Non Profit Schools Transportation Contracted Bus Services

KIPP:Memphis
PUBLIC SCHOOLS

(KMPS)

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

Table of Contents

1	STATEMENT OF WORK	3
1.1	Purpose	3
1.2	Coverage & Participation	3
2	GENERAL INFORMATION	3
2.1	Original RFP Document	3
2.2	The Organization	3
2.3	Schedule of Events	4
3	PROPOSAL PREPARATION INSTRUCTIONS	5
3.1	Vendor’s Understanding of the RFP	5
3.2	Good Faith Statement	5
3.3	Communication	5
3.4	Proposal Submission	6
3.5	Criteria for Selection	7
3.6	Evaluation Criteria	7
3.7	Selection & Notification.....	7
4	SCOPE OF WORK, SPECIFICATIONS & REQUIREMENTS	7-12
5	VENDOR QUALIFICATIONS & REFERENCES	12-13
6	BUDGET & ESTIMATED PRICING	14
7	ADDITIONAL TERMS & CONDITIONS	14
7.1	Personal Information	14
7.2	Non-Disclosure Agreement	14
7.3	Costs	14
7.4	Respondent’s Responses	15
7.5	Governing Law	15
7.6	No Liability	15
7.7	Entire RFP	15
8	VENDOR CERTIFICATION	16

1 Statement of Work

1.1 Purpose

Prospective vendors are invited to submit proposals to supply transportation services for KIPP MEMPHIS, INC (KMPS).

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 KMPS. KMPS reserves the right not to enter into any contract, to add and/or delete elements, or to change any element 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

KMPS 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

KMPS oversees the quality, sustainability, and growth of its schools in Memphis. The Regional Office provides a number of services to our schools including compliance, facilities management, finance and accounting, fundraising, human resources, marketing, operations, talent recruitment, and technology. The regional team also supports KMPS alumni in their journey to and through college, and provides support and coaching to school leadership teams. The goal of the regional office is to eliminate redundancies at the school level and create a more sustainable school environment, where the focus is on teaching and learning.

KMPS currently serves approximately 2,000 students in grades K-12. Projected enrollment for the next three years is as follows:

School Year	2022-2023	2023-2024	2024-2025
Projected Enrollment	1,900	2,100	2,300
Projected Number of Buses	9	10*	11*

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 KMPS as necessary to gain such understanding. KMPS reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, KMPS reserves the right to determine, at its sole discretion, whether the vendor has demonstrated such understanding. That right extends to cancellation of award, if award has been made. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to KMPS.

3.2 Good Faith Statement

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

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 KMPS Chief Operating Officer (RFP Coordinator). The RFP Coordinator is to be the sole point of contact at KMPS in connection with this RFP for potential contractors, effective with the date of release of this RFP and until a contractor is selected to provide the above referenced services. Contact with any representative of KMPS, other than the RFP Coordinator, will result in disqualification. KMPS' RFP Coordinator is Dr. Canidra McGuire who can be reached at:

2670 Union Avenue Extended, Suite 1100,
Memphis, Tennessee 38112
901-452-2682

cmcguire@kippmemphis.org

Written questions and requests for clarification must be received by the RFP Coordinator by 5:00 pm CST on April 12, 2022. Written questions may be submitted by email, metered mail, or hand delivery. Questions and requests for clarification received after 5:00 pm CST on April 12, 2022 will not be accepted, reviewed, or responded to. Responses to any inquiries received will be sent via email or on the website by

April 14, 2022, to all bidders. KMPS reserves the right to change any dates contained within this RFP. Any changes to this RFP or its schedule will be posted to KMPS' website or communicated directly to all bidders.

3.4 Proposal Submission

Proposals must be emailed to cmcguire@kipppmemphis.org using the following criteria.

1. Attach RFP document in Adobe Portable Document Format (.pdf). Other formats will not be accepted.
2. PDF Documents must be less than 25 MB.
3. The subject of your email should be in the format of RFP Name – Company Name - Proposal.

Example: RFPTransportation2223_MyCompany.pdf

4. File Names should be in the same format as the email subject format explained above. RFPName_CompanyName.pdf.
5. You will receive a response back within 24 hours confirming our receipt of your bid. If you do not receive a confirmation, please contact Dr. Canidra McGuire at 901-452-2682, to ensure that your bid is received.

Proposals must be received by 5:00 pm CST on Thursday, April 29, 2022. KMPS will accept proposals received hand delivered or delivered by any shipping carrier. Vendors are to submit an electronic copy only in Adobe Portable Document Format (.pdf) as stated in the instructions above. KIPP Memphis Public Schools will not accept proposals delivered by fax.

RFP Process for Transportation Timeline 2022	
Bid advertised and set to eligible vendors	April 1, 2022
Bid Meeting	April 11, 2022
Questions	Apr 12, 2022
Responses to Question	April 14, 2022
Bid submission deadline	April 29, 2022
Bid winner determined	May 5, 2022
Contract approved and contractor notified	May 6, 2022

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 KMPS with transportation services as identified in the Scope of Work.

The proposals will be opened in the presence of the following people:

- Christopher Owens, Managing Director of External Communications
- Gretchen Leavy, Managing Director of Operations
- Dr. Canidra McGuire, COO will sign the evaluation criterion score sheet of competitive proposals, signifying a review and approval of the selections.

Weight		Score	Criteria
45	Points		Cost (Vendor with the lowest price receives 45 points. The second lowest price will receive 35. Third lowest price will receive 25, etc.)
25	Points		<ul style="list-style-type: none"> ● Service Capability Plan - (Vendor needs to provide examples of providing service to similar type schools) ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points. ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 10 points ● "Good" shall mean that the proposal meets the RFP requirements. 20 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 25 points
10	Points		Years of experience in working with schools (Vendor with the most years of experience receives 10 points. Each vendor will receive 1 point for each year of experience with a maximum of 10.)
10	Points		Financial Conditions/Stability, Business Practices – (Vendor needs to provide examples of past audits) <ul style="list-style-type: none"> ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points. ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
10	Points		Accounting and Reporting Systems - (Vendor needs to provide examples of their record keeping and logs) <ul style="list-style-type: none"> ● "Poor" shall mean the proposal does not meet RFP requirements. 0 points. ● "Fair" shall mean that the proposal meets most, but not all of the RFP requirements. 2 points ● "Good" shall mean that the proposal meets the RFP requirements. 6 points ● "Exceptional" shall mean that the proposal exceeds the RFP requirements. 10 points
100	Points		Total Points

3.6 Selection and Notification

Vendors determined by KMPS 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.

Procurement Timeline for Transportation Services	
Bid advertised and set to eligible vendors	April 1, 2022
Bid submission deadline	April 29, 2022
Bid winner determined	May 5, 2022
Contract approved and contractor notified	May 6, 2022

4 Scope of Work, Specifications & Requirements

4.1 General Scope

KMPS is releasing the bid transportation services to accommodate four schools. 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 KMPS harmless from any liability from its failure to comply.

The period of the contract resulting for this RFP is tentatively scheduled to begin on or about August 1, 2022 and continue through June 30, 2023, with options to renew. KMPS currently serves approximately 2,000 students in grades K-12 on two campuses. Projected enrollment for the next three years is:

School Year	2022-2023	2023-2024	2024-2025
Projected Enrollment	1900	2100	2300
Projected Number of Buses	Min 9 Max 10	Min 10 Max 12	Min 11 Max 14
Projected Number of Bus Monitors	9	10*	11*

*KMPS will communicate actual bus needs based on actual enrollment targets by at least 30 days prior to the start of each preceding school year. This actual bus need number may be different from the projected enrollment amounts.

The required transportation services include, but are not limited to, the following:

- Routes—morning pick-up and afternoon drop-off for each route at mutually agreeable locations
- Routing Services—creation of transportation routes based on student addresses and/or group stop locations
- Days of Service—approximately 185 regular instructional days each year and may include select day Saturday Schools
- Equipment—Sufficient, reliable, fully-compliant and safe vehicles with camera and GPS infrastructure and appropriate heating and cooling capabilities for seasonal weather changes in Memphis, Tennessee
- Drivers—Professional, properly-licensed, and trained drivers who have successful background checks on file
- Monitors—Professional, trained monitors who have successful background checks on file
- Insurance
- Fuel
- Supplemental Transportation—
 - Including school bus transportation for field trips, athletic contests, and special events
 - Charter bus transportation for out-of-town, overnight field trips or staff development trips

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

4.2 Routine Services

The contractor will provide routing services including the creation of 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 for each route at mutually agreeable locations. The days of service will be approximately 185 instructional days per school-year. KMPS will communicate any school closures or schedule changes to the contractor with as much advance notice as possible. The contractor may be required to expand services in response to COVID safety and mitigation protocols in the event there is an increase in the county positivity rate or in response to CDC guidelines that may warrant additional routes.

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 Vehicles

The contracted firm is responsible for providing a sufficient number of school buses capable of adequately meeting the needs of KMPS. All vehicles will have valid Tennessee Department of Safety operating certificates and be maintained in safe and suitable condition for operation. It is the responsibility of the contractor to provide safe, proper, and appropriate maintenance on vehicles used. In addition to the necessary vehicles to meet the scheduled needs, the contractor is required to have at least 15% of the total fleet as spare 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.

All vehicles must be equipped with camera and GPS infrastructure and air-conditioning.

4.5 Employee Recruitment, Hiring and Training

4.5.1 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 prior to employment. All drivers must also comply with federal drug and alcohol testing requirements, which compliance will be solely at the contractor's expense, as well as any physical ability tests that may be mandated during the term of this contract.

4.5.2 Qualifications of Monitors

The contractor will employ professional, properly-licensed and trained bus monitors for all K-8 routes. 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 physical and mental health examinations required by law prior to employment. All monitors must also comply with federal drug and alcohol testing requirements, which compliance will be solely at the contractor's expense, as well as any physical ability tests that may be mandated during the term of this contract.

4.5.3 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).

4.5.4 Adherence to KMPS Policies

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

4.5.5 Grievances

In case of improper employee conduct according to school policies, safety guidelines, or as otherwise identified by KMPS, the contractor will work proactively with KMPS to devise an acceptable resolution, potentially including imposing sanctions and/or removal of employee(s) from the facility temporarily or permanently. KMPS 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.

4.6 Insurance Requirements

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

4.6.1 Minimum liability and property damage coverage shall be not less than the amount specified in the table below (T.C.A. §49-6-2111, Rules of the State Board of Education 0520-01-050.01):

Kind of Equipment Passenger Equipment (Seating Capacity)	Limits for bodily injuries to, or death of, one person	Limit to bodily injuries to, or death of, all persons injured or killed in any one accident (subject to maximum of \$100,000 for bodily injuries to, or death of, one person)	Limit for loss or damage in any one accident to property of others (including occupants)
All Capacities	\$100,000	\$300,000	\$50,000

4.6.2 Workers Compensation coverage covering all employees in amounts as required by Tennessee State Law.

4.6.3 Disability Benefits covering all employees in amounts as required by Tennessee State Law.

4.6.4 Unemployment Insurance covering all employees consistent with the requirements of Tennessee State Law.

4.6.5 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 that all Proposals are evaluated in an equivalent fashion, Bidders must submit a Proposal that corresponds to the sequence and format outlined below. The Bidder should ensure that its Proposal clearly explains all issues and questions addressed in this Section. In responding, it is at the discretion of the Bidder 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
 Training Plan
 Proof of insurance
 Bid Pricing

Experiences and References

For any company that has not contracted with KMPS within the past three years (May 2015-present), please 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, include: Summary Description of company and relevant experiences, as well as that of 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).

Business Stability

To provide documentation of 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: A company financial report for the most recent fiscal year, or explanation of unavailability and equivalent alternative financial documentation, and documentation of company legal operating status. Provide copies of all relevant certificates or disclosures.

Organization and Staff Capacity

To demonstrate how personnel will manage, supervise and perform the services and communicate with KMPS effectively to maintain a high standard of services, please include: Description of experience and qualifications of key personnel providing the services with 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 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.

Quality Assurance Plan

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

Training Plan

To demonstrate contractor's capacity and quality of training provided to employees, please include: Evidence and description of scope of bidder's formalized in-service training and educational programs and requirements for all employees, including 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

List of Exceptions

If applicable, submit a detailed list setting forth any requested exceptions, including explanations, to the RFP {i.e. specific services that will not be provided by the bidder, and justifying reasons}.

Bid Pricing

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

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 KMPS's project as described in this RFP. The vendor must agree to keep these prices valid for 90 days as of July 1, 2022.

7 Additional Terms & Conditions

7.1 Personal Information

7.1.1 General

Depending on the circumstances KMPS may require information related to the qualifications and experience of persons who are proposed or available to provide services. This may include, but is not limited to, resumes, documentation of accreditation, and/or letters of reference. The Respondent 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 Respondent. KMPS will treat this information in accordance with the provisions of this Section 7.

7.1.2 Requested Personal Information

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

7.2 Non-Disclosure Agreement

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

7.3 Costs

The RFP does not obligate KMPS to pay for any costs, of any kind whatsoever that may be incurred by a Respondent or any third parties, in connection with the Response. All Responses and supporting documentation shall become the property of KMPS, subject to claims of confidentiality in respect of the Response and supporting documentation.

7.4 Intellectual Property

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

7.5 Respondent's Responses

All accepted Responses shall become the property of KMPS and will not be returned.

7.6 Governing Law

This RFP and the Respondent's Response shall be governed by the laws of the State of Tennessee.

7.7 No Liability

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

- Arising out of, by reason of, or attributable to, the Respondent 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 proposal is submitted in response to **RFP Transportation 22.23** issued by KMPS. The undersigned is a duly authorized officer, hereby certifies that:

(Vendor Name)

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 certify that their firm (check one):

- IS
 IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify KMPS 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: _____ Title: _____

Signature: _____ Date: _____

Name: _____ Title: _____

Signature: _____ Date: _____

Signature of Authorized Officer:

Name: _____ Title: _____

Signature:

Date:
