

Request for Proposals (RFP)

**FY24 Non-Profit Schools Transportation
Contracted Bus Services**

**KIPP Nashville Public Schools
(KIPP)**

POSTED March 16, 2023

KIPP Nashville Public Schools does not discriminate on the basis of race, color, gender, age, religion, sexual orientation, or national or ethnic origin. KIPP 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 KIPP provide equal opportunities to persons and businesses employed by or contracting with the supplier of products or services to KIPP.

1. Statement of Work

1.1. Purpose

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

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 KIPP. KIPP 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

KIPP 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

KIPP Nashville Public Schools is a Charter Management Organization that operates seven public charter schools in Davidson County, Tennessee educating approximately 3,200 students with over 400 staff members. The schools for which KIPP Nashville is seeking services are:

KIPP Antioch College Prep Elementary

- KIPP Antioch College Prep Elementary serves 630 students Kindergarten through 4th grade.
- The school is located at 3655 Murfreesboro Pike, Antioch, TN 37013.

KIPP Antioch College Prep Middle

- KIPP Antioch College Prep Middle serves 528 students in 5th grade through 8th grade.
- The school is located at 3661 Murfreesboro Pike, Antioch, TN 37013.

KIPP Antioch High School

- KIPP Antioch High school will serve 120 students in 9th grade.
- The school will grow a grade each year until fully grown at 12th grade.

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 KIPP as necessary to gain such understanding. KIPP reserves the right to disqualify any vendor who demonstrates less than such understanding. Further, KIPP 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 award. Such disqualification and/or cancellation shall be at no fault, cost, or liability whatsoever to KIPP.

3.2. Good Faith Statement

All information provided by KIPP in this RFP is offered in good faith. Individual items are subject to change at any time. KIPP makes no certification that any item is without error. KIPP 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 KIPP's Chief Operations Officer (COO). The COO is to be the sole point of contact at KIPP 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 KIPP, other than the COO, will result in disqualification. KIPP's COO is Adrianna Clemons who can be reached at:

aclemons@kippnashville.org

Written questions and requests for clarification must be received by the COO by 4:00 pm CST on March 24, 2023. Questions will only be accepted by email only. Questions and requests for clarification received after 4:00 pm CST on March 24, 2023, will not be accepted, reviewed, or responded to. Responses to any inquiries received will be sent by March 28, 2023, to all bidders. KIPP reserves the right to change any dates contained within this RFP. Any changes to this RFP or its schedule will be posted to KIPP's website or communicated directly to all bidders.

3.4. Proposal Submission

Proposals must be emailed to aclemons@kippnashville.org 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: FY24 KIPP Transportation RFP_Company Name.
- 3.4.4. File names should be in the same format as the email subject format explained above. FY24 KIPP Transportation RFP_Company Name.
- 3.4.5. You will receive a response within 24 hours confirming our receipt of your bid. If you do not receive a confirmation, contact Adrianna Clemons at 615.689.2505.

Proposals must be received by 4:00 pm CST on April 10, 2023 via email as stated above. KIPP 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 KIPP with transportation services as identified in the Scope of Work.

Proposals will be opened in the presence of the following people:

- Shemika Blocker-Director of Operations
- Natasha Teal-Director of Operations
- Christina Scott-Director of Operations
- Adrianna Clemons-Chief Operations Officer

Adrianna Clemons, COO, 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. KIPP will show due diligence in ensuring proposals are opened with a minimum of four KIPP 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 requirements. A “good” rating equals 20 points. ● “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 KIPP 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	March 16, 2023
Virtual Pre-Proposal Meeting	March 22, 2023 @ 12:00 pm CST *** (Email aclemons@kippnashville.org for meeting link) ***
Questions Emailed	By March 24, 2023 @ 4:00 pm CST
Responses to Questions Posted	March 28, 2023 by 4:00 pm CST
Bid Submission Deadline	April 10, 2023 @ 4:00 pm CST
Bid Winner Determined	By April 21, 2023 by 4:00 pm CST
Vendors Notified	By April 25, 2023 by 4:00 pm CST

4. Scope of Work, Specifications & Requirements

4.1. General Scope

KIPP is releasing for bid transportation services to accommodate three 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 KIPP harmless from any liability from its failure to comply.

The contract resulting from this RFP is to begin tentatively **from July 01, 2023, through June 30, 2024**, with options to renew for up to 3 years. KIPP currently serves approximately 1,300 students in grades K-9 at those three schools.

*KIPP will communicate actual bus needs based on enrollment targets **by June 1st** of the preceding school year.

KIPP 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 KIPP.

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. KIPP 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. In addition, drivers and/or monitors will complete daily attendance/head count to ensure student safety during morning/afternoon runs.

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 KIPP. 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 Metropolitan Nashville Public Schools, the City of Nashville, and all other relevant KIPP 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 all K-12 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 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 KIPP Policies

All contractor employees assigned to KIPP will be subject to the rules and regulations of KIPP while at any school facility. The contractor, including its employees and agents, will be responsible for knowing KIPP's policies and procedures concerning the appropriate behavior of persons in its facilities and will comply with all such policies and procedures. KIPP 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 KIPP, the contractor will work proactively with KIPP to devise an acceptable resolution, potentially including imposing sanctions and/or removing employee(s) from the facility temporarily or permanently. KIPP 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 KIPP as additional insured for both General Liability and Auto Liability. A Waiver of Subrogation in favor of KIPP should be also included in the vendor's General Liability and Auto Liability coverage. The vendor selected should also provide KIPP a certificate of insurance as proof of insurance requirements by June 01, 2022.

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.
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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 KIPP 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 KIPP 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 KIPP's project as described in this RFP.

7. Additional Terms & Conditions

7.1. Personal Information

7.1.1. General

Depending on the circumstances, KIPP 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. KIPP 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 KIPP 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 KIPP. KIPP will consider that the appropriate consents have been obtained for the disclosure to and use by KIPP of the requested information for the purposes described.

7.2. Non-Disclosure Agreement

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

7.3. Costs

The RFP does not obligate KIPP 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 KIPP, 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 KIPP including, but not limited to, all logos, registered trademarks, or trade names of KIPP, at any time without the prior written approval of KIPP, as appropriate.

7.5. Vendor's Responses

All accepted responses shall become the property of KIPP 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

KIPP 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 **FY24 KIPP Non-Profit Schools Transportation Contracted Bus Services** issued by KIPP. The undersigned is a duly authorized officer, hereby certifies that: