



# Loveworks Academy Request for Proposals

School Bus Transportation

Proposals will be received in their final form not later than:

**June 12, 2019**

2225 Zenith Ave N,  
Golden Valley, MN 55422

For further information, please contact:

Jim Stafford – 218-565-1595 –

[jim@truenorthed.com](mailto:jim@truenorthed.com)

## TENTATIVE SCHEDULE

### Timetable

The Contractor shall have all buses, routes, materials, and labor in place during July for the 2019-2020 school year, beginning August 1, 2019.

Event:	Dates:
RFP Documents Released	May 31, 2019
RFP Due Date	June 12, 2019
Provider Selection	June 14, 2019

LOVEWORKS ACADEMY will communicate to vendors of interest by the third week of June.

### Receipt of Written Proposal Document

Each proposer shall be responsible for the delivery of the proposal either via email to [jim@truenorthed.com](mailto:jim@truenorthed.com) or in person to Loveworks Academy, 2225 Zenith Ave N, Golden Valey, MN 55422, on or before Wednesday, June 12, 2019 by 5:00p.m. Contractors who do not submit their proposals by this time and date will automatically be disqualified from the proposal process.

All proposal respondents will be responsible for the costs associated with the preparation of the requested proposals, and Loveworks Academy will in NO way be held liable for these costs. Loveworks Academy is the sole judge of the value and merit of the proposals and reserves the right to reject any or all proposals.

## Contacts for Loveworks Academy

Loveworks Academy official contact for all correspondence, inquiries, and submissions related to this RFP is Jim Stafford ([jim@truenorthed.com](mailto:jim@truenorthed.com)). The telephone number for Jim Stafford is 218-565-1595. The mailing address and physical address is: 2225 Zenith Ave N, Golden Valey, MN 55422. Office hours are from 8:00A.M. to 5:00P.M., Monday through Friday.

### INSTRUCTIONS TO OFFERORS:

Bid Opening Date: Friday, May 31, 2019

NOTICE IS HEREBY GIVEN that Loveworks Academy will accept bids for the 2019-2020 academic year contract for STUDENT TRANSPORTATION SERVICE. Bids should be submitted for a one-year period, encompassing the 2019-20 school year.

Proposals can be delivered to the above address or via email to [jim@truenorthed.com](mailto:jim@truenorthed.com), any time prior to, but not later than, Wednesday, June 12, 2019 at 5:00p.m.

All bids submitted must be valid for a minimum period of 90 days after the date set for the bid opening.

Loveworks Academy reserves the right to reject any and all bids, or to waive any informalities, irregularities or technicalities in any proposal, should it deem to be in the best interest of Loveworks Academy to do so. The contract will be awarded, if at all, to the lowest responsible offeror meeting RFP specifications as determined by Loveworks Academy. Bids should be submitted on the premise that Loveworks Academy intends to contract as a single unit, and that the proposal must be acceptable to the Board. While the financial responsibility of the offeror is a significant concern, the Board is equally concerned with the proven ability of the offeror to satisfactorily perform the contract so that the service will be provided in accordance with proposed contract documents.

Each Offeror is invited to submit a single technical proposal & pricing sheet that addresses one or more of the following options:

1. General Education (GenEd) School Bus or Van
2. General Education Van Transportation
3. Special Education (SpEd) Van Transportation
4. Homeless & Highly Mobile, Emergency or On-Demand Van Services
5. Field Trip Bus or Van Service
6. Some combination of any number of the above Options 1-5
7. Coordination & Logistics Services (of subcontracted vendors) for any number of the above Options 1-5

Offerors may submit multiple proposals under option six (6) which represent different combinations of the options 1-5. Multiple pricing sheets may be submitted if pricing proposals are contingent on award of one or more other options in combination.

Loveworks Academy reserves the right to award multiple separate contracts. Loveworks Academy will award Contract(s) to the Offeror(s) offering the most advantageous proposal(s), taking into consideration all Minimum Requirements and Comparative Evaluation Criteria, in addition to price.

**Offerors are encouraged in all sections of their proposal to elaborate on ways they will enhance service beyond the minimum requirements of the RFP, specifically in the areas of safety, operational performance, technology, data, communications, customer service, and through the offering of ancillary services.**

The following criteria and weights shall be used when determining each proposal's score:

**Cost (30%)**

Total cost of proposal based on the option(s) being proposed.

**Safety Program (20%)**

A description of any safety programs implemented by the contractor, and of any other technologies or other features of the contractor's offer that contribute to student safety beyond the minimum requirements of the RFP (e.g. camera/recording systems on the vehicles, telematics, collision-avoidance, etc...).

**Operational Performance & Technology Plan (15%)**

A description of the processes, methods and technologies used by the contractor to ensure on-time performance, access to data for Loveworks Academy, accurate billing and service records, and other service enhancements beyond the minimum requirements of this RFP.

**Experience and Expertise of Company & Personnel (10%)**

The previous experience of the contractor and its personnel in transporting pupils or in other types of related "special care" transportation (e.g. medical, paratransit, senior, etc...).

**Communications and Customer Service Plan (10%)**

A description of the processes, methods and technologies used by the contractor to ensure frequent and adequate communications and any other customer service enhancements beyond the minimum requirements of this RFP.

**Financial Stability of Proposer (10%)**

This is a financial analysis based on evidence provided of the financial wherewithal of the proposer.

**Ancillary Services Offered (5%)**

A description of any additional services offered as part of an offeror's proposal that go beyond the scope of this RFP (e.g. routing services, call center, CRM, etc...).

Contracts may be awarded for a number of General Education or Special Education routes for Loveworks Academy, or for one or more options bid by an offeror; but no contract award shall be construed as a minimum quantity of work guaranteed exclusively to the successful offeror. During the life of the contract, Loveworks Academy reserves the right to cancel individual routes if written or emailed notice is given to the contractor of one or more serious service failures on a particular route (including but not limited to, excessive lateness, repetitive or habitual lateness, serious safety concerns, unaddressed complaints, etc...). After written notice, the contractor shall be given a minimum of two weeks to correct the service failure, after which time a route may be cancelled or awarded to another contractor. Conversely, contractors that are high-performing may be awarded additional routes or work during the life of the contract.

Loveworks Academy reserve the right to require, from the successful Offeror, a performance bond for the period of the contract, in the amount of 100% of the expected value of the contract awarded. Upon such requirement, the bond shall be filed with the business manager for the Loveworks Academy on or before the beginning of each contract year. The bond shall be placed with a surety company having a policyholder rating not lower than "A" and a financial rating not lower than "AAA" in the current edition of Best's Insurance Guide. Hopefully the financial soundness of the Contractor will preclude this requirement. Should the Loveworks

Academy require that a performance bond be provided, the cost of the bond shall be paid by the Contractor.

Offerors must satisfy themselves, upon examination of these specifications, as to the intent of the specifications. After submission of the proposal, no complaint or claim that there was any misunderstanding in regard to items listed for bidding will be entertained from either party.

All bids shall be deemed final, conclusive and irrevocable and no bid shall be subject to correction or amendment for any error or miscalculation.

### **KEY FIGURES AND INFORMATION**

- 1) All figures and estimates given for GenEd and SpEd transportation routes will be validated using anonymized stop-level data included in this RFP – based on the current routes for the 2018-2019 school year. Enrollment and transportation needs are expected to be similar in the 2019-2020 school year.
- 2) Loveworkswill accept students in the morning as early as 7:00AM and require the loading of students no later than 2:45PM. Students will start loading onto buses by 2:30PM. Once drop-off and pick-up schedules are defined, Loveworks Academy shall define an “On Time Window” of 10 minutes from the scheduled time when vehicles will still be considered “on time”.
- 3) The 2019-2020 school year will have an estimated 175 days of service with school starting on August 26<sup>th</sup>, 2019 and concluding on June 5<sup>th</sup>, 2020. A full school year calendar will be shared once it has been finalized.
- 4) Provision of routing services is not required as part of a proposal, but each pricing proposal should indicate if routing for a particular service option is included in the price bid.

### **MINIMUM BID SUBMISSION REQUIREMENTS**

1. **Technical Proposal.** Each submission shall include a technical proposal indicating which option(s) are being addressed in the proposal and which Loveworks Academy are proposed to be served. The technical proposal should indicate how the offeror will meet the minimum requirements of this RFP (see also General Terms & Conditions to Offerors) – or if bidding for a coordination/logistics role, the offeror should indicate mechanisms proposed to ensure sub-contracted vendors will meet the minimum requirements of this RFP -- and should also include details of any service elements the offeror wishes to highlight that go over and above the minimum requirements.

A suggested (but not required) proposal outline is below:

- a. Background and summary information on the offeror, financial data & experience
  - b. Safety Program
  - c. Operational Performance & Technology Plan
  - d. Communications & Customer Service Plan
  - e. Ancillary Services Offered
2. **Pricing Proposal.** Each submission should contain one or more pricing worksheets providing prices for each of the service options being proposed and a cost-out estimate using 2018-2019 stop-level data provided for regular GenEd and SpEd service (i.e. Offerors should indicate how many estimated big buses and vans will be required to route the service with the sample data provided.). Homeless & Highly Mobile, Emergency or On-Demand Van Services, and Field Trip service need not be costed out beyond providing the pricing methodology to be used in pricing such services for the 2019-2020 school

year (e.g. per bus per day, per round trip, per mile, etc.). A proposal for coordination & logistics services should indicate a proposed coordination & logistics fee structure.

**3. Additional Required Attachments.** In addition to the technical and pricing proposals, offerors are required to include the following in their submissions:

A. A schedule for implementing the Agreement before the start of the service for the 2019-2020 school year should your firm be selected as the successful Contractor. The schedule should address:

1. Inspection of vehicles, facility and equipment
2. Year, make and model of all vehicles, capacity, fuel type and any special education needs equipment, including but not limited to, air conditioned buses, vans or vehicles, wheel chair buses, vans or vehicles, wheel chair lift buses, vans or vehicles
3. Address of terminal facility
4. Selection of, and provision of all required training and background checks for drivers as described in this RFP
5. Employee orientation and "dry runs"/practice runs for , especially to District routes and schedules

B. An organizational chart showing the staffing and lines of authority for key personnel to be used in performing the contract. Include the name(s), phone number, email, and title of management staff responsible for the successful servicing of this contract if awarded.

C. A listing of three references you currently provide transportation services for, or for whom you have provided services for in the past.

D. A sample monthly invoice as well as a sample supportive detail, depending on the particular service option being offered. **[NOTE that SpEd & HHM transportation requires daily trip-level detail]**

**GENERAL TERMS & CONDITIONS TO OFFERORS**

- 1) These bid specifications and all general terms & conditions shall be affixed to the contract entered into with the Contractor, and shall be considered an integral part thereof. Should there be determined that there is contradiction between the bid specifications or general terms here and the final negotiated Contract, terms and conditions as stated in the Contract shall prevail.
- 2) The Contractor must adhere to all laws and policies of Minnesota and Loveworks Academy, and shall observe and comply with all laws and regulations pertaining to Equal Employment Opportunity and Fair Employment Practices.
- 3) The offeror shall at all times observe and comply with all laws, ordinances, regulations and codes of the federal, state, county and other local government agencies, which may in any manner affect the performance of the contract, and in particular, such laws pertaining to safety. The Contractor, in performing under this contract shall not discriminate against any worker, employee or applicant, or any member of the public because of race, creed, color, age, sex or national origin, nor otherwise commit an unfair employment practice.
- 4) No contract shall be assigned or any part of the same subcontracted without written consent of Loveworks Academy but in no case shall such consent relieve the Contractor from his obligations, or change the terms

of the contract.

## 5) COLLUSIVE BIDDING

The Offeror certifies that his bid is made without any previous understanding, agreement or connection with any person, firm, or corporation making a bid for the same project, and is in all respects fair, without outside control, collusion, fraud, or otherwise illegal action.

## 6. RECORDS AND REPORTS

Contractor shall provide those reports and records, which may be reasonably requested from time to time by Loveworks Academy and necessary for proper payment, for evaluation of Contractor's performance or for state and District reporting hereunder. Reports may include, but are not limited to:

- Updated route assignments
- Accident/Crash/Incident Reports
- Student Discipline Reports
- Bus Inspections
- Monthly or Yearly Mileage, Hour or Route Reports
- Driver Qualification Reports
  
- Bus Ridership Reports - for each route including special education transportation routes
  - o ***Monthly invoices for SpEd or HHM services must include daily trip- and student-level verification including pick-up times or records of a "no show".***

## 7. STATUS OF CONTRACTOR

In the interpretation of this Agreement and the relations between Contractor and Loveworks Academy, Contractor shall be construed as being an independent contractor hired to provide pupil transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an employee or official of the Loveworks Academy. Contractor shall be responsible for, and hold Loveworks Academy harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

## 8. INSURANCE

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, public liability and property damage liability insurance protecting Loveworks Academy, its board, officers, employees and agents, and Contractor, its drivers and other personnel. Contractor must provide the above referenced insurance with the following minimum limits:

Automobile Liability Insurance	\$1,000,000 Combined Single Limit
Commercial General Liability Insurance	\$1,000,000 Per Occurrence
Worker's Compensation	Statutory
Umbrella Liability Insurance	\$2,000,000 (Not required by van providers)

Contractor agrees to provide Loveworks Academy a certificate of insurance evidencing such coverage and designating Loveworks Academy as an additional insured with respect to Automobile Liability. Worker's compensation insurance shall be maintained as required by law. All insurance policies shall provide that no coverage shall be cancelled except by thirty (30) days written notice to Loveworks Academy.

## 9. INDEMNIFICATION

Contractor shall hold Loveworks Academy, their governing board, officers and employees harmless and does hereby indemnify Loveworks Academy, their governing board, officers and employees from and against every claim or demand which may be made by any person, firm or corporation, or other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Loveworks Academy, its agents or employees. The Contractor also agrees to indemnify and save the Loveworks Academy harmless from any claims involving personal injury or property damage arising out of, or in the course of, Contractor's acts in providing transportation of assigned pupils.

To the extent permitted by law, Loveworks Academy shall hold Contractor, its officers, employees, agents, successors and assigns harmless and does hereby indemnify Contractor, its officers, employees, agents, successors and assigns from and against every claim or demand which may be made by any act neglect, default or omission of Loveworks Academy, its governing board, officers, employees or agents, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

#### 10. EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENT (E.E.O)

Contractor must show evidence of a non-discriminatory equal employment opportunity program in the selection of employees. Such program must provide E.E.O. opportunities regardless of person's race, creed, sex, national origin, and sexual orientation, or any other characteristic protected under state or federal law.

#### 12. FORCE MAJEURE

In the event Contractor is unable to provide the transportation services herein specified because of any act of nature, civil disturbance, fire, flood, war, governmental action, labor dispute involving Loveworks Academy personnel, picketing, strike, or lockout, or any condition or cause beyond Contractor's control, District may excuse Contractor from performance under this Agreement.

#### 13. FAILURE TO DELIVER & PENALTIES

If by any reason of any acts of nature, fires, strikes, present or future laws, ordinances, government orders, rules or regulations, the Contractor shall be prevented from carrying out the terms of this agreement Loveworks Academy shall have the right to hire others to continue service, and operating expenses incurred will be deducted from payments owed to Contractor.

#### 14. INCLEMENT WEATHER / SCHOOL CLOSINGS

In the event of inclement weather or impassability of roads or whenever school is cancelled, delayed or is dismissed early, Loveworks Academy shall notify Contractor not later than 2 hours prior to such cancellation or delay.

#### 15. EMERGENCY RESPONSE PROGRAM

Contractor shall understand and participate in the District Emergency Plan. In addition, Contractor shall develop and implement an emergency plan responsive to the District Emergency Plan. District may review and require changes or additions to plan.

#### 16. MANAGEMENT PERSONNEL

The contractor shall designate a permanent regular, full-time manager/supervisor to be directly responsible



for the provision of all services required in the Loveworks Academy contract. The manager/supervisor will be responsible for providing safe and efficient transportation services required by this Agreement and will supervise necessary support staff required for on-site management. This person shall work with the Loveworks Academy Designee for purposes of service coordination. Loveworks Academy expects that the manager/supervisor is an experienced person who has demonstrated skills for fulfilling the responsibilities of this Agreement. Contractor shall inform Loveworks Academy of the name(s) and business address(s) of such management personnel.

## 17. OPERATIONS PERSONNEL/DRIVER QUALIFICATIONS

Contractor shall employ a sufficient number of qualified drivers and support personnel to assure Loveworks Academy of continuous and reliable service. Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of this State and the rules and regulations of Loveworks Academy. Accordingly, Contractor agrees that each driver shall:

- a. Possess a valid license issued by this State (or a reciprocal state) authorizing such person to operate the vehicle they are assigned.
- b. Be certified by a duly licensed medical practitioner as medically qualified and free of medical or physical conditions, which, absent reasonable accommodation, would limit safe operation of a school bus or van qualified without reasonable accommodation, to safely operate a school bus or van. The physical examination shall be conducted prior to employment and periodically thereafter as required by State law.
- c. Successfully complete a course of training, including instruction in school bus safety, student discipline, human relations, behind-the-wheel school bus or van driving instruction, defensive driving, first aid, use of fire extinguisher, traffic laws, and applicable Loveworks Academy policies and regulations.
- d. Possess a satisfactory driving record and criminal history record, after review of such records prior to employment and periodically thereafter to the extent permitted or available by law.
- f. Satisfy all applicable requirements of the U.S. Department of Transportation, Federal Highway Administration in rendering transportation services regulated by that agency.
- g. Meet any other criteria required by State law or by Loveworks Academy' policies, rules or regulations.

Contractor shall hold each driver responsible for:

- a. Supervising the safe loading and unloading of his or her bus at every pick-up and delivery point.
- b. Keeping informed of all rules and regulations affecting the safe operation of school buses or vans and standards of conduct.
- c. Complying with all federal, state and local traffic laws while operating buses or vans under this agreement.
- d. Carrying appropriate identification at all times while on duty.
- e. Carrying a timepiece while on duty so that the driver can maintain established schedule times.
- f. Communicating to Staff any issues or needs related to the route assignment and all passengers transported.

A driver orientation and instruction program will be provided before a driver is allowed to drive while students are on board. Training must include:

- a. Enough to safely operate the type of school bus or van the driver will be driving
- b. Emergency procedures
- c. Student Management procedures, including issues relating to students with disabilities
- d. Knowledge of relevant laws, rules of the road, and local school bus safety policies
- e. Knowledge of student loading and unloading procedures

An ongoing performance monitoring and assistance program should include:

- a. Random drug testing
- b. Daily observance of employees to detect violations of drug policy
- c. Advance knowledge of routes, including substitutes
- d. Route accuracy including proper stops and updated paperwork
- e. Demonstrated driver-passenger professionalism
- f. Competency in physically driving the assigned vehicle and equipment

Contractor shall take reasonable steps to prevent its employees from exposing any student to impropriety of word or conduct. Contractor shall not knowingly permit its drivers to smoke on the bus or van nor to drink any intoxicating beverage or be under the influence of drugs or alcohol while operating any bus or van. Contractor shall regulate the use of prescription and non-prescription drugs, which impair the safe operation of the bus. Contractor shall enforce all Loveworks Academy Rules and Regulations in place.

Contractor shall be responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder; provided, however, that Loveworks Academy shall have the right to require Contractor to remove from service under this agreement any employee or sub-contractor driver who, at Loveworks Academy' sole discretion, is deemed unsuitable for the performance of transportation services for Loveworks Academy; and provided further that Loveworks Academy shall make such request in writing and state the reasons therefore.

## 18. EQUIPMENT

All school buses or vans supplied by Contractor pursuant to this Agreement shall meet or exceed the standards established by the laws and regulations of the State and the United States. Contractor shall maintain the school buses and vans used to provide pupil transportation services under this Agreement in accordance with law and accepted industry maintenance standards. Loveworks Academy reserves the right to request maintenance records at any time during Agreement.

Contractor shall provide buses and/or vans in sufficient number to efficiently transport all students for whom District orders services, including an adequate number of spares.

Buses and vans shall be of sufficient capacity to permit every student transported to be seated in conformance with State laws at all times. Buses and vans must be clean, neat-appearing and display appropriate exterior and interior markings as required by state law.

Buses and vans must have some means of GPS tracking with data made available to HNS School staff – either in real-time or via after-the-fact location and route path reporting.

## 20. STUDENT DISCIPLINE/VANDALISM

The ultimate responsibility and authority to suspend or expel any student from transportation services

hereunder shall rest with Loveworks Academy. Contractor's drivers are responsible only for such discipline as is required to safely and properly operate Contractor's buses. Each driver shall handle all disciplinary matters in strict accordance with Loveworks Academy policy. In no case will a driver eject a student from a bus without authorization. All discipline problems shall be reported in writing following completion of the route.

Procedures and regulations for the administration of discipline shall be established cooperatively between Loveworks Academy and Contractor.

Vandalism damages to Contractor's equipment or facilities shall be the responsibility of Contractor. However, Loveworks Academy shall give Contractor reasonable assistance in obtaining restitution for damaged equipment or facilities.

## 21. ASSIGNMENT

The Contractor shall not assign or transfer any part of the obligation and responsibility in this contract without the prior written approval of the Loveworks Academy.

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**PROPOSAL OPTIONS & PRICING PAGE**

*Please provide proposed pricing & comments below for any and all options for which you are proposing to provide service. If pricing for one or more options is contingent on multiple specific options being awarded together, please fill out multiple pricing pages to show pricing with or without awards being made in combination. If more space is needed, offerors are permitted to recreate the pricing page in another layout or to refer to additional pages of detail in the table below.*

	Proposed Types and Quantity of Vehicles	Pricing	Pricing Comments
<b>1. General Education School Bus</b>			
<b>2. General Education Van Transportation</b>			
<b>3. Special Education Van Transportation</b>			
<b>4. Homeless &amp; Highly Mobile, Emergency or On-Demand Van Services</b>			
<b>5. Field Trip Bus or Van Service</b>			
<b>6. Coordination &amp; Logistics Services</b>			
<b>Additional Comments or Explanation</b>			

Submitted By:

DATE: \_\_\_\_\_

FIRM NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_