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## REQUEST FOR PROPOSALS

### Transportation Service for:

Memphis Merit Academy Charter School  
8460 Kamin Lane  
Memphis, TN 38125

Pending Physical Address

(Please contact Betty McCline at (901) 422-2996 for details)

### Bidding on: One Bus

**RFP ANNOUNCEMENT: March 7, 2019**  
**PROPOSAL DUE DATE: April 1, 2019**

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### SUBMIT

One copy via email to  
Betty Michelle McCline  
[bmccline@memphismeritacademy.org](mailto:bmccline@memphismeritacademy.org)

AND

One original hard copy to

Betty Michelle McCline  
Procurement Department  
8460 Kamin Lane  
Memphis TN 38125  
(901) 422-2996



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## Introduction

**Memphis Merit Academy Charter School** (Hereafter School) is soliciting competitive proposals to identify a student transportation services vendor (Hereafter Contractor) that provides exceptional service and competitive pricing for the School.

The key contact and reference information is as follows:

**Betty Michelle McCline**

Procurement Department

8460 Kamin Lane

Memphis TN 38125

(901) 422-2996

Email: [bmccline@memphismeritacademy.org](mailto:bmccline@memphismeritacademy.org)

These specifications outline all the requirements and conditions for performing this service. Any aspects of the service not addressed herein are left for the Contractor to address.

The service shall include providing full-service student transportation unless specifically noted otherwise. The service will include the vehicles, air conditioning, cameras, routing software, facility, vehicle repairs, insurance, routing, parent contact, transportation management, drivers, attendants, mechanics, department staff, training, continuing education, and certifications necessary to provide the school transportation, unless specifically excluded.

This RFP package consists of the following:

- RFP Narrative
- Pricing Requests
- Pricing Matrices



**1. RFP Calendar**

**a) Requests for Information deadline:** Friday, March 22, 2019

The School will make a concerted effort to respond to all inquiries in sufficient detail to satisfy the request.

Submit to:

**Betty Michelle McCline**  
Procurement Department  
8460 Kamin Lane  
Memphis TN 38125  
(901) 422-2996  
Email: [bmccline@memphismeritacademy.org](mailto:bmccline@memphismeritacademy.org)

**b) Proposals Due:** Monday, April 1, 2019 to:

**Betty Michelle McCline**  
Procurement Department  
8460 Kamin Lane  
Memphis TN 38125  
(901) 422-2996  
Email: [bmccline@memphismeritacademy.org](mailto:bmccline@memphismeritacademy.org)

**c) Announcement of Contract:** Monday, April 15, 2019

**d) Transportation Service Commences:** Monday, July 29, 2019 (Tentative)

<b>Event</b>	<b>Date &amp; Time</b>
Advertise RFP and post to <a href="http://www.memphismeritacademy.org/">www.memphismeritacademy.org/</a> , RFP issued to prospective Contractors based on SCS' approved vendor list	March 7, 2019
Pre-Proposal Optional Conference: Webinar Zoom Meeting via <a href="https://zoom.us/j/835413989">https://zoom.us/j/835413989</a>	March 18, 2019
Deadline for receiving Contractor written inquiries	March 22, 2019 at 11:00am
Deadline to issue responses and answer Contractor written inquiries	March 29, 2019
Deadline for submitting email and original proposals: Email: <a href="mailto:bmccline@memphismeritacademy.org">bmccline@memphismeritacademy.org</a> Mail Original: 8460 Kamin Lane Memphis, TN 38125	April 1, 2019 at 5:00pm
Target Start Date	July 29, 2019

**2. School Information:**

**Name:** Memphis Merit Academy Charter School



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**Tentative Starting Time: 7:15am-3:45pm**

**Memphis Merit Academy** believes that school culture is the foundation upon which all else rests. When students are in a structured environment with efficient systems, they can focus on academics and perform at high levels. Structured routines and procedures within every classroom work to promote efficiency and ensure scholars' physical, emotional, and intellectual safety.

Memphis Merit Academy is absolutely a college preparatory environment supporting students to problem solve and think critically about the world around them. Our team works tirelessly to accomplish our urgent and deserving mission for all students. Memphis Merit Academy has adopted the following core beliefs based on practices of other successful charters across the nation:

- College begins in kindergarten.
- Literacy is the foundation of all learning.
- High-quality instruction yields high quality results.
- Intentional decision-making drives academic performance
- A core value-based community promotes character development.

**Memphis Merit Academy Charter School** is centrally located in Memphis, TN in the Parkway Village and Oakhaven Community (38118).

Our mission is through rigorous academics, high-quality instruction, and character development, Memphis Merit Academy Charter School educates students in kindergarten through eighth-grade for success in high school, college, and life.

Start-up and back-office support for the School shall be provided by Edtec Charter School Specialist has been providing specialized charter school support since 2001 in business services, charter development, educational support, and school software solutions.

All service providers will work closely with the Dean of Operations, Betty Michelle McCline, and with Edtec to ensure timely, compliant work and efficient accounts payable.

### **3. Objectives for RFP**

The School intends to provide their patrons with superior pupil transportation service at a fiscally responsible cost. While the Contractor's cost is of great importance, proposing the lowest price will not assure award of the service. The School will demand safe, reliable, on-time and efficient service; failure to address school concerns and/or requirements for any such matter will disqualify the Contractor from consideration.

School will require the Contractor to provide professional transportation management and adequate workforce and service supervision, such that the School is not burdened with facilitating the day to day operations and customer service requirements.

The School is requesting proposals for all its transportation services (regular and special needs) services. The School may, or may not, outsource its special needs services. All proposals must include regular education program pricing; submission of special needs program pricing and combined package pricing is encouraged but is not required. The school is requesting proposals for one bus with dual function of special needs and regular education program capabilities. It is the School's intent to award service to a single provider.



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#### **4. Contractor Minimum Requirements**

Qualified Contractors will have at least five (5) years of contracted student transportation experience.

Qualified Contractors will be financially stable and not currently engaged in bankruptcy proceedings, being acquired, merging with another company, or a party to a material lawsuit. Contractor must confirm in writing within the executive summary its compliance with this requirement. The School reserves the option of validating financial and control status and matters with the Contractor before awarding the services.

Qualified Contractors must provide satisfactory assurance as to the financial capacity to purchase, lease, or otherwise supply the quantity, types and age of vehicles specified in this Proposal or its supporting exhibits. Failure to satisfy this concern may cause the School to reject the proposal.

#### **5. Evaluation Criteria**

The firms' qualifications will be evaluated by based on the proven ability of each respondent to perform the requested services and any other factor of criterions that may be deemed relevant or pertinent for its evaluation of such qualifications. The evaluation will include:

1. Evidence of firm's and proposed personnel's ability to perform all the work responsibilities
2. Capability of providing transportation services in an excellent manner
3. Past experience with providing services to educational entities, preferably elementary schools
4. Provision of indemnity and insurance consistent with requirements
5. Proposed cost of service

**Memphis Merit Academy Charter School** expressly reserve the right to: (i) cancel this solicitation and/or reject all proposals submitted; (ii) accept any proposal or alternate as submitted without negotiations; (iii) accept or negotiate with all proposals submitted determined to be within the competitive range; (iv) require revisions to, corrections of, or other changes to any proposal submitted as a condition to its being given any further consideration; (v) reject submissions that contain conditions and/or contingencies that in Memphis Merit Academy's sole judgment, make the submission indefinite, incomplete, or otherwise non-responsive or unacceptable for award; (vi) waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to a Contractor; (vii) take any other action allowable by applicable law or regulation; (viii) reject the submission of any Contractor that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals, (ix) select for negotiation the overall best proposal or alternate submitted, in accordance the selection criteria; (x) negotiate with one or more Contractors in any manner the School deems fit, (such negotiations may be concurrent or sequential as the School determines); (xi) solicit Best and Final Offers (BAFO) utilizing an appropriate procedure following the conclusion of any such negotiations specified in (x); or (xii) reopen negotiations after the BAFO procedure, if it is in Memphis Merit Academy's best interest to do so. No Contractor shall have any rights against The Charter School arising at any stage of the solicitation from any negotiations that take place, or from the fact that The Charter School does not select a Contractor for negotiations. Contractors are advised that in no event, including, but not limited to, those events described in items (i) through



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(xii) of the preceding sentence, the School will reimburse the Contractor for the cost of bid preparation, lost profits or consequential damages of any kind by virtue of the School not selecting a Contractor to perform the work under this RFP.

## **6. Liquidated Damages**

Prompt and safe transportation of students is essential for students to benefit fully from an educational experience. Late or unsafe transportation burdens students, their families, and the School's staff. Due to the nature of the services to be rendered by the Contractor, it would be impractical and extremely difficult to determine actual damages resulting from the Contractor's failure to provide adequate services under this Agreement. It has been determined that certain failures to perform inherently involve damage. Accordingly, after 30 days from the first day of school of any school year, liquidated damages in the amounts listed in **Exhibit A – Liquidated Damages** will be applied for service deficiencies. One or more of the damages may apply to any one route or occurrence. Damages will not be imposed for situations beyond the control of the Contractor. This includes, but is not limited to: non-preventable accidents, vehicles stuck in traffic, closing of streets for repair, and delays due to extremely poor weather and impassable streets. If a bus is late due to no fault of the Contractor or the bus driver, the Contractor must provide to the School written notice of the reason for the delay within twenty-four (24) hours to avoid liquidated damages. The final decision relative to whether liquidated damages are to be assessed rests with the School and will be based on the School's investigation of the circumstances of each incident.

There may be assessed as liquidated damages the amounts set out in **Exhibit A – Liquidated Damages**. The damages are cumulative if a single incident includes more than one category. It is important to note that the School desires to not assess any liquidated damages and trusts that the service being provided will preclude this item from being enforced.

## **7. Proposal Authorities, Restrictions & Clauses**

- a) School's Authorities and Options
  - i) School reserves the right to reject all proposals for any reason.
  - ii) School reserves the right to negotiate all proposals for any reason.
- b) Negative Assurances
  - i) School cannot assure that student enrollment or transportation requirements will escalate, decline or remain at status quo. If this is a factor, the Contractor should indicate any minimum or maximum constraints in its proposal.
  - ii) School cannot assure that the services will be awarded to any Contractor at any time.
- c) Prohibitions
  - i) School shall assess, negotiate and decide on this Proposal without influence from the Contractor's employees, the Contractor's representatives or agents, the Contractor's vendors, or any other parties with a business, financial or family relationship to the Contractor.
  - ii) The Contractor is prohibited from exploiting a conflict of interest, gratuities, kickbacks, or any other type of incentive or influence upon the District, its Board, and its agents; violators will be prosecuted to the extent of the laws pertinent to the District.
  - iii) The Contractor is prohibited from contacting any School representatives other than those listed as "School Contact(s)", unless so authorized in writing or email by the Contact.



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## **7. Responsibility of the Contractor**

- d) Inspection of all documents to assure completeness, legibility, etc.
- e) It is the Contractor's duty to understand the proposal; any misunderstanding is the responsibility of the Contractor; the School has no obligation to correct, reject or question any portion of the proposal.
- f) Abide by all Proposal Requirements, else the Proposal may be rejected by the School regardless of type or significance of noncompliance.

## **8. Proposal Requirements**

- a) Executive Summary (2-page maximum)
- b) Company Overview
  - i) Experience within Parish, Community or Region
  - ii) Performance History, Safety, Reputation & Financial Strength
  - iii) Customer Service & Management Methodology
  - iv) Cost Containment & Service Efficiency Strategies
  - v) Company Information
    - 1) Current ownership
    - 2) Client list
    - 3) 2 reference letters from existing clients or previous client
- c) Proposal Overview – herein describe how the Contractor will provide service, including transportation management, dispatch, recruiting, facility, fleet, and all related aspects of the service.
  - i) Implementation/Transition Plan
    - 1) Manager
    - 2) Driver recruiting and/or staff transition
    - 3) Safety program
    - 4) Facility, site, property, etc.
    - 5) Routing and run packaging
  - ii) Organization & Staff
    - 1) Organizational Chart
    - 2) Resumes of key contributors
    - 3) Training & professional development program
  - iii) Vehicles & Related Equipment
    - 1) List of proposed fleets (model year, size, lift y/n)
    - 2) Special equipment
- d) Exhibits
  - 1) Provide per day pricing for each element of service (this is to be the contracted pricing amount)
  - 2) Extend pricing to an annual estimate based upon the parameters (bus, runs, hours, etc.) of Memphis Merit Academy Charter School.
  - 3) This annual estimate is for informational and comparison purposes only and is not binding.
- e) Insurance
  - 1) Evidence of insurance or insurability (copy of certificate is acceptable)





f) Checklist of Required Elements

- 1) Submission – The proposal should include:
- 2) 1 master, bound copy sealed in an envelope – marked ORIGINAL
- 3) 1 PDF or Word version (electronic copy) of proposal narrative
- 4) 1 PDF or Word version (electronic copy) of pricing matrix



**Attachment #1-Pricing Matrix**

Daily Home to School & Shuttle Services

Note: Mileage should be Home to School.

Services	Hours per Bus/Day	Daily Rate per Bus	Number of busses
Regular Routes: Door-to-Door		\$	
Regular Routes: Centralized Pick-up Points (Hubs)		\$	
Are your buses equipped with A/C?	<b>Yes</b> <b>No</b> <input type="radio"/> <input type="radio"/>		

**Daily Additional Service Pricing**

Services	Rate per Trip or Bus
Mid-day Shuttles	\$
Field Trips	\$
Afterschool Trips	\$
Summer School	\$
Air-Conditioned Vehicles (per day)	\$
Cameras (per day)	\$



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<b>Attachment #2- Special Needs Home to School &amp; Shuttle Prime-Time Services (SN)</b>
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**Daily Home to School & Shuttle Services**

Services	Daily Rate per Bus
SN Routes	\$



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**Attachment #3- Other Services Pricing**

Services	Hourly Rate	Mileage Rate	Minimum Hours
Activities – Field Trips, Special Events, Sports Events, etc.	\$	\$	
Bus Monitors – Activities	\$	\$	
Activities – Overnight Fee	\$	\$	



### Appendix A- Liquidated Damages

	<b>Brief Description</b>	<b>Penalty</b>
1.	Failure to notify the School of any route running more than 15 minutes late.	Cost of alternate transportation and \$25.00 fine may be imposed.
2.	Failure to notify the School of any route running more than 30 minutes late.	Cost of alternate transportation and \$100.00 fine.
3.	Doubling of routes	Cost of alternate transportation and \$50.00 fine may be imposed.
4.	No updated route sheet	\$25.00 fine may be imposed.
5.	Contractor must obtain prior approval from the School for any changes to P/U & D/O times or locations.	Cost of alternate transportation.
6.	Driver/monitor not displaying proper photo ID.	Damages in the amount of \$10.00 per occurrence.
7.	A driver who has not successfully completed training required by the School and is not qualified and or properly permitted	Damages + fine in the amount of \$500.00
8.	Drivers or monitors smoking on the bus, regardless of whether students are on board	Damages in the amount of \$100.00
9.	Failure to have a radio(cellphone), working fire extinguisher, first aid kit, emergency triangles, and video box (if required) on the bus	Damages in the amount of \$100.00
10.	Routes involved in a Preventable Accident.	Cost of alternate transportation.
11.	Bus not identified with the School specified route sign while in service to the School.	Damages in the amount of \$25.00 and the cost of any alternate transportation.
12.	Two-way radio not working.	Damages in the amount of \$50.00 and the cost of any alternate transportation.
13.	Digital video camera/system not in place or not functioning properly.	Damages in the amount of \$25.00 per occurrence.
14.	Failure to provide, at a minimum, one full time manager/assistant manager on duty while the School routes are on the road.	Damages equal to the cost of one route.
15.	Failure to dispatch athletic, activity, or field trip including failure to arrive on time.	Damages in the amount of \$50.00 and the cost of any alternate transportation.
16.	Failure to report accident or student injury per specifications.	\$100.00 fine per occurrence.
17.	Failure to file an accident report within 24 hours to The School's Transportation Department and Shelby County School's Transportation Department.	\$25.00 fine per occurrence.
18.	Failure to provide Special Needs bus with All required equipment per IEP and Contract (AC, Lift, etc).	Damages in amount of cost per run per day.
19.	Failure to provide properly trained and qualified monitor/attendant, if applicable based on contract.	Damages in amount of \$50.00 per run per day and loss of revenue for monitor/run/day, if bus monitor included in the contract.



