

The Advocates for Innovative Schools, Inc.
d/b/a
ROBERT RUSSA MOTON CHARTER SCHOOL
8550 CURRAN BLVD.
NEW ORLEANS, LOUISIANA 70127

RFP Information and Guidelines

**REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES
SOLICITATION NO. 2020-11032001**

PROPOSALS DUE DATE – JULY 6, 2020 @ 4:00 P.M.

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ROBERT RUSSA MOTON CHARTER SCHOOL (RRMCS)
REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICES

Section I – General Information and Administrative

1.1 Background

The Advocates for Innovative Schools, Inc. d/b/a Robert Russa Moton Charter School (RRMCS) is a state-approved non-profit corporate entity located in New Orleans, Louisiana serving grades K-8 with an enrollment of 450 students.

Robert Russa Moton Charter School is aware of many questions and concerns regarding COVID-19 and the opening of schools in New Orleans for the 2020-21 School Year. Possible start dates, Class Size, Distance Learning or a “hybrid” of Campus and Online Classes, Enrollment Projections, etc. However, Moton’s School Leaders and its Governing Board must plan for several scenarios and Student Transportation Services are a critical part of that planning process. Therefore, RRMCS is seeking proposals from qualified Proposers interested in providing Student Transportation Services as described herein to include seven (7) to ten (10) School Buses and one (1) Non-Emergency Medical Transportation Van for Special Needs Students.

The successful proposer (s) shall provide full Student Transportation Services defined herein with ALL vehicles having been certified by the City of New Orleans -Ground Transportation Bureau. See City Code of Ordinances Section 162:1800) which requires that all school buses servicing students must obtain an annual Certificate of Public Necessity and Convenience (CPNC) and undergo semi-annual inspections. Each School Bus Driver must have a valid License issued by New Orleans Safety and Permits: Ground Transportation Bureau.

Additionally, the successful proposer(s) must comply to applicable state law, including BESE Bulletin 119 Part CXIII regarding maintenance, routing services, insurance, staffing, supervision, and management necessary to operate school buses. The primary obligation of the Proposer(s) is to operate its affairs so that RRMCS will be assured of continuous, reliable and professional service and such that RRMCS is not burdened with day-to-day operations.

RRMCS requires the Proposer(s) to have the staffing, resources, and expertise necessary to complete the service required as well as plan to deliver high quality, dependable transportation service. The proposer(s) is to have a management structure that will ensure high quality customer service, as well as a plan to maintain responsiveness and effective communication with RRMCS’s leadership and parents. The proposer(s) is expected to offer the requested services at a competitive price, and all necessary factors that contribute to the price must be included in the proposed price. Proposer(s) is to have a demonstrated track record of success in the industry, is to provide positive references, and is to have sound business practices that show fiscal responsibility.

The Proposer(s) is responsible for all day-to-day Student Transportation operations at RRMCS. The intent of this contract is for RRMCS to hold the Proposer(s) accountable for the reliable and efficient operation of a transportation system that services our students both efficiently and effectively. It is not the intent of this contract to specify required practices or procedures but to hold the Proposer(s) to a very high level of performance. The Proposer(s) shall be given the flexibility to develop, propose, and perform their own operation provided required performance and compliance standards relating to the reliability and safety of the service are met and the work is completed within the provisions set forth in this RFP.

While the Proposer(s) cost is of great importance, proposing the lowest price will not assure award of the service. RRMCS requests and requires comprehensive, reliable, efficient, professional service and high quality customer service. Failure to address the requirements or concerns about any matter will disqualify the Proposer from consideration.

1.2 Purpose

This Request for Proposals (RFP) is issued to invite vendors to submit information and price proposals. Issuance of this RFP in no way constitutes a commitment by RRMCS to select a vendor and/or award a contract. RRMCS reserves the right to accept or reject any or all proposals submitted.

1.3 Schedule

Event	Date and Time
RFP Published to website, transmitted to daily newspaper, Black online media and distributed through mail and email to known service providers	June 16, 2020
Pre-Proposal Inquiries via email or letter	June 17, 2020
Deadline for receiving inquiries	June 26, 2020 @ 4:00 p.m.
Deadline to issue clarifications and answer proposers' questions	June 29, 2020
Proposals Due	July 6, 2020 @4:00 p.m.
Award Date	On or about July 15, 2020 @ 4:00 p.m.

1.4 Definitions

RRMCS – The Advocates for Innovative Schools d/b/a Robert Russa Moton Charter School.

Discussions - For the purposes of this RFP presentation, a formal structured means of conducting written communications/presentations with responsible Proposers who submit proposal in response to this RFP.

May, Should – indicates something that is not mandatory but permissible, recommended or desirable.

Shall, Must, Will – indicates a mandatory requirement. Failure to meet these mandatory requirements may result in rejection of your response as non-responsive.

Proprietary Information – Information held by the owner that if released to the public or anyone outside the owner’s organization, would be detrimental to its interests. It is an issue of fact rather than opinion.

Response – The entirety of the vendor’s submittal to each point of this RFP, including any and all supplemental proposals or information not explicitly requested within this RFP.

Request for Proposal (RFP) – An information gathering process to determine which vendors are qualified to provide services to Robert Russa Moton Charter School.

Route – set of runs assigned to a particular unit. A route may consist of 2 runs (1 morning and 1 afternoon), 3 runs (1 morning and 2 afternoon), 4 runs (2 morning and 2 afternoon).

Run – a path a bus follows from an initial pickup location to a final drop off location for a set of students.

School Year – A calendar-based timeframe: August – December (Fall Semester) and January – June (Spring Semester).

Section II – Instructions to Proposers

1.5 Proposal Submittal

Each firm will submit one (1) original proposal, five (5) copies and one (1) electronic copy in a sealed envelope, box or package to the following address:

ROBERT RUSSA MOTON CHARTER SCHOOL
Attention: Board Attorney
8550 Curran Blvd
New Orleans, LA. 70127

Proposals may be mailed, delivered by hand or courier.

Clearly mark the outside of the envelope, box or package with the following information

RFP Name – Student Transportation Services
Solicitation No.- 2020-11032001

All proposals must be received by 4:00 PM CST, on July 6, 2020. Requests for extensions will not be granted. Late proposals will be rejected. Requests to modify or withdraw a proposal after its submission will not be considered. Proposals submitted via email or fax will not be accepted.

1.6 Proposal Format & Content

Proposer should submit a proposal, which shall include enough information to satisfy evaluators that the Proposer has the appropriate experience and qualifications to perform the services as described herein. Proposer should respond to all areas requested. Proposals should be submitted in letter size (8 ½ “ x 11”) format.

Proposal should follow the format and order of presentation as described below :

A. Cover Page

The following information should be included under the title “RFP# 2020- No.- 2020-11032001 -Student Transportation Services “:

1. Name of the firm
2. Firm Address
3. Firm telephone number
4. Firm federal employer identification number
5. Name, title, address, telephone number, fax number, and email address of contact person authorized to contractually obligate the Proposer on behalf of the firm.

B. Proposal

1. Introduction (Cover Letter)

A cover letter should be submitted on the proposer’s official business letterhead explaining the intent of the proposer. By signing the letter and/or proposals, the Proposer certifies that the signor is authorized to bind the Proposer. The proposals must include :

- A brief statement regarding the vendor’s understanding of the scope of the work to be performed
- Be signed by an individual who is authorized to make proposals of this nature in the name of the firm making the proposals.
- A statement of qualifications listing project experience similar in scope or size

2. Project Delivery

Delivery is a critical factor with this project. Please provide a detailed schedule between contract award date and a possible/tentative first day of service mid-August 2020 based on COVID 19-related mandates and guidelines.

Proposals should include any resources for project implementation or deployment, present creative solutions or innovative concepts to meet the needs of the school for consideration. Clearly describe the approach and methodologies to be used or employed in the performance of the Scope of Work/Services.

Responses should include:

- a. Feasible and Effective Implementation Plan
 1. Manager
 2. Driver recruitment and/or staff transition
 3. Facility, site, property, etc.
 4. Routing Methodology/Plan
 - Include detail on how drivers are assigned to routes
 - Routing software used to create convenient, safe and efficient stops/routes
 5. Organization & Staff
 - Organizational Chart
 - Resumes of key contributors
 - Training & professional development program
- b. Additional System Technology Proposed beyond RFP requirement
- c. Financial Incentives Proposed to School
- d. Vehicles & Related Equipment

3. Proposed Costs

Pricing shall be all inclusive and clearly labeled and displayed on Attachment “E” assuming a 180 day school year.

Pricing shall be provided assuming a fixed five hour per day rate from first stop through last drop off. Overtime rates for routes lasting more than five hours a day should be provided. Buses will be asked to run a single home to school route and return.

All material or equipment necessary for installation and operation of the work service is deemed to be part of the service at no additional charge to RRMCS Furthermore, claims for compensation will not be allowed for extra work resulting from the lack of knowledge of any existing condition on the part of the service provider.

4. References

RRMCS reserves the right to contact references concerning similar cooperative program participants who can attest to the respondent’s ability to meet or exceed the school’s requirements. Client references (name, title, company name, and telephone number as well as length of service) must be provided with the RFP response. References from other school sites are preferred.

5. Company Information . **Please see Attachment A.**

6. Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion. **Please see Attachment B.**

7. Proposer’s Certification . **Please see Attachment C.**

8. Non-Collusion Statement. **Please see Attachment D.**

9. Pricing. Please see Attachment. **Please see Attachment E.**

2.0 Mandatory Requirements of Proposer

The proposer must provide the requested information and data in their response. This information can be provided in any format provided all items are addressed.

- ✓ all vehicles certified by the City of New Orleans -Ground Transportation Bureau
- ✓ On-time performance data for schools of similar size
- ✓ Driver recruitment plan and turnover rate for a minimum of the last two years
- ✓ Accident history for a minimum of last two years
- ✓ Resumes of key executives and staff dedicated to this project
- ✓ Organization Chart with contact information of key personnel
- ✓ Certificates of Insurance
- ✓ A minimum of three (3) references, at least two (2) of which must be current or former clients
- ✓ Contact information for at least two (2) current account of similar size.
- ✓ Company Financial Information for the last two years

2.1 Proposer Inquiry Periods

An inquiry period is hereby firmly set for all interested Proposers to perform a detailed review of the RFP documents and to submit any written questions relative thereto. Without exception, all questions **MUST** be in writing and received by the close of business on the inquiry deadline date set forth in the Schedule (section 1.3) stated herein. Inquiries shall not be accepted thereafter.

RRMCS shall not and cannot commit an open-ended inquiry period, as this creates an unwarranted delay in the procurement period. RRMCS reasonably expects and requires responsible and interested Proposers to conduct in depth proposal reviews and to submit inquiries in a timely manner. RRMCS shall only consider written and timely communications from Proposers.

Only the Board Attorney or his designee has the official authority to respond to proposers' written inquiries on behalf of RRMCS. Verbal inquires will not be considered. Communications from other individuals are not binding on RRMCS.

No negotiations, decisions, or actions shall be executed by any Proposer as a result of any oral discussions with any RRMCS employee or consultant.

An authorized representative of the Proposer, clearly cross-referenced to the relevant RFP section, shall submit inquiries in writing. Only those inquiries received by the established deadline shall be considered by RRMCS. Answers to questions that change or substantially clarify the RFP shall be issued by addendum and provided to all prospective Proposers.

Inquiries concerning this RFP may be delivered by mail, express courier, or hand to:

BOARD ATTORNEY
Robert Russa Moton Charter School (RRMCS)
8550 Curran Blvd
New Orleans, La. 70127

Or contact: Ms. Tarynesa “Terri” Williams, Principal
Robert Russa Moton Charter School
Email: twilliams@motoncharter.org.
Telephone: (504) 245-4400

2.3 Sub-Contracting Information

The selected firm shall be the prime contractor responsible to RRMCS and shall be responsible for the entire contract, including payment of any and all charges resulting from the contract. Additionally, RRMCS shall be given advance written notice of any/all subcontracting partners the proposer shall engage to provide any service require herein. RRMCS reserves the right to accept, reject or place certain terms and conditions on the inclusion of any/all subcontracting partners. Proposers may not engage subcontractor arrangements without the advanced written approval of RRMCS. Additionally, proposers shall acknowledge in their proposal any intent to subcontract any aspect of this agreement.

2.4 Costs Incurred in Preparation of Proposals

All costs directly or indirectly related to preparation of a proposal responding to this RFP, any oral presentations required to supplement and/or clarify a proposal, and any reasonable appearance which may be required by RRMCS in connection with this Request For Proposals, shall be the sole responsibility of the Proposer, and shall not be reimbursed in any manner by RRMCS.

2.5 Owners of Proposals

All materials submitted in response to this request become the property of RRMCS. Selection or rejection of a proposal does not affect this right. All proposals submitted will be retained by RRMCS and not returned to Proposers.

2.6 Proposals Validity

All proposals shall be considered valid for acceptance until such time an award is made, unless the Proposer provides for a different time period within its proposal. However, RRMCS reserves the right to reject a proposal if the proposer’s time period is unacceptable and the Proposer is unwilling to extend the validity of the proposals.

2.7 Proprietary Information

Only information considered legitimate trade secrets or non- published financial data, may be deemed proprietary or confidential. Any material within a proposal identified as such must be clearly marked in the proposal and will be handled in accordance with the Louisiana Public Records Act, R.S. 44:1-44 and applicable rules and regulations. Any proposal marked as confidential or proprietary in its entirety may be rejected without further consideration or recourse.

2.8 Code of Ethics

Proposers are responsible for determining that there will be no conflict or violation of the Louisiana Code of Governmental Ethics, R.S. 42:1101, of seq, if their firm is awarded this contract. The Louisiana Board of Ethics interprets ethics issues.

2.9 RFP Changes, Addenda, or Withdrawal

RRMCS reserves the right to change the RFP Schedule or revise any part of the RFP by issuing an addendum to the RFP at any time. RRMCS reserves the right to cancel or reissue the RFP.

2.10 Cancellation of RFP or Rejection of Proposals

Issuance of this RFP in no way constitutes a commitment by RRMCS to award a contract.

RRMCS reserves the right to accept and reject any or all proposals or to cancel this RFP if in the best interest of RRMCS to do so.

2.11 Proposal Changes, Addenda or Withdrawal

If the Proposer needs to submit changes or addenda, such changes or addenda shall be submitted in writing signed by an authorized representative of the Proposer, cross-referenced clearly to the relevant proposal section, prior to the proposal opening and should be submitted in a sealed envelope. Changes or addenda must meet all requirements for the proposal.

A Proposer may withdraw a proposal that has been submitted at any time up to the deadline for submitting a proposal. To accomplish this, a written request signed by the authorized representative of the Proposer must be submitted to RRMCS.

2.12 Error and Omissions in Proposal

RRMCS shall not be liable for any errors in the proposals. RRMCS reserves the right to make corrections or amendments due to errors identified in proposals by RRMCS or the proposer. RRMCS, at its option, has the right to request clarification or additional information from the proposers.

2.13 Waiver of Administrative Informalities

RRMCS reserves the right, at its sole discretion, to waive administrative informalities contained in any proposal.

2.14 Acceptance of Proposal Content

The mandatory RFP requirements that becomes contractual obligations, if a contract ensues. Failure of the successful Proposers to accept these obligations shall result in the rejection of the proposals.

2.15 Determination of Responsibility

Determination of the proposer's responsibility relating to this RFP shall be made according to the standards set forth in LAC 34:136. RRMCS must find that the proposer:

- ✓ Has adequate financial resources for performance or has the ability to obtain such resources as requested during performance
- ✓ Has the necessary experience , organization, technical qualifications, skills, and facilities or has the ability to obtain them
- ✓ Is able to comply with the proposed or required time of delivery or performance schedule
- ✓ Has a satisfactory record of integrity, judgment and performance
- ✓ Is otherwise qualified and eligible to receive an award under applicable laws and regulations.

Proposers should ensure that their proposals contain enough information for RRMCS to make its determination by presenting acceptable evidence of the above to perform the services called for by the contract.

2.16 No Guarantee of Quantities

The quantities referenced in the Request for Proposals (seven to ten School Buses) are estimated to be the number of buses needed in the event a greater or lesser quantity is needed., the right is reserved by RRMCS to increase or decrease the amount, at the unit price stated in the proposals.

RRMCS does not obligate itself to contract for or accept more than their actual requirements during the period of the agreement, as determined by actual needs and availability of appropriated funds.

2.17 Non-Exclusivity Clause

The agreement is non-exclusive and shall not in any way preclude RRMCS from entering into similar agreements and/or arrangements with other vendors or from acquiring similar, equal, or like goods and/or services from other entities or sources.

2.18 Louisiana School Transportation Specifications and Procedures

Pursuant to BESE Bulletin 119 Part CXIII, all proposals, programs, policies and procedures must align with the legislation approved by the BESE Board which has the force and effect of law. Bulletin 119 can be found at <http://doa.louisiana.gov/osr/lac/28v113/28v113.doc>

PART III – SCORING

3.1 Scoring Methodology

Evaluation Criteria	Scoring
Cost	30
Project Delivery	30
Qualifications & Experience	20
Strength of References	10
Disadvantaged Business Enterprise Participation	10
Total	100

Proposals will be assessed based on price, experience, project schedule/delivery, references and DBE participation.

Part IV – TECHNICAL REQUIREMENTS

4.1 Staffing

The Proposer agrees not to discriminate against any employee or applicant for employment because of race, sex, religion, color, age, disability, national origin, or sexual orientation. The Proposer will ensure that all employees involved in their services pass a drug screening and national background check prior to employment and will submit those tests to RRMCS upon request. The Proposer will at the request of RRMCS immediately remove from service to RRMCS any employee who in the opinion of RRMCS is incompetent or who has been conducting him or herself improperly. The Proposer shall maintain adequate staffing at all times. All the Proposer's employees shall be neatly dressed and shall be presentable, helpful, friendly, and cooperative at all times. Drivers and all other persons encountering the students must be of stable personality and of the highest moral character. RRMCS places and the Proposer accepts full responsibility of assuring such qualities in personnel.

4.2 Supervision

The Proposer will hire or assign an experienced Supervisor/Manager, residing in the Greater New Orleans area to be responsible for all work required under the contract. The Supervisor/Manager will manage all technical activities of the Proposer's scheduling, drivers, buses, etc.) as well as business activities (compliance, inspections, billing, etc.) and must be trained and experienced in the supervision of bus drivers. The proposer must include the resume of at least one potential Supervisor/Manager or current Supervisor/Manager operating in a similar role under another contract

4.3 Bus Drivers

The Proposer is responsible for the hiring, assigning, training, and managing of all bus drivers. Both regular and substitute drivers shall be assigned as consistently as possible to the same bus route for the purpose of route familiarization and student control. It is the expressed desire of RRMCS that the rate of driver turnover be minimal. RRMCS delegates to the Proposer's drivers the necessary authority to maintain orderly behavior on buses, and drivers must have the training and experience necessary to control student conduct. Proposer must provide their driver screening. Training, assignment and management plans as well as plans describing how Proposer manages unplanned driver absences. Each School Bus Driver must have a valid License issued by New Orleans Safety and Permits: Ground Transportation Bureau.

4.4 Buses

The Proposer shall ensure that all buses servicing RRMCS shall have been certified by the City of New Orleans -Ground Transportation Bureau. See City Code of Ordinances Section 162:1800) which requires that all school buses servicing students must obtain an annual Certificate of Public Necessity and Convenience (CPNC) and undergo semi-annual inspections. Evidence of all certifications must be provided with Proposer's proposal as submitted. A current inspection sticker must be on each bus utilized to perform services under this contract. A route color or letter must be posted on both sides and front of each bus, visible to the students.

4.5 Fleet Maintenance

The Proposer is responsible for maintenance and repairs on all vehicles utilized under this contract at its own cost according to standards established by the City of New Orleans – Ground Transportation Bureau. The Proposer is to provide enough reserve vehicles as backup units during breakdowns and whenever vehicles may be out of service. For maintenance or repairs. The Proposer shall also perform daily pre-trip inspections and promptly correct any deficiencies discovered. Under no condition may an unsafe bus be used to transport students. The Proposer shall keep on file the completed inspection sheets and submit copies of the sheets to RRMCS monthly with invoice/payment request. The Proposer shall provide daily interior cleaning of all vehicles.

4.6 Safety Program

The Proposer is responsible for implementing and administering a comprehensive safety program. The program must include continuing on the road training and classroom training for all drivers as well as yearly emergency exit drills (documented) and yearly classroom presentations for all students. The safety of the transported students is our primary priority. Proposer must include their comprehensive safety training and management plan.

4.7 Transition Plan

The Proposer must have all staff, equipment and procedures in place BEFORE regular transportation service tentatively begins mid-August 2020. A Proposer already providing student transportation services in the Greater New Orleans area must assure their ability to increase their operational capacity. Proposers currently providing student transportation services for New Orleans Public Schools should explain how that experience might assist them in the successful implementation of their plan to serve students at Robert Russa Moton Charter School.

4.8 Communications Plan

The Proposer will work with RRMCS Administration for the following needs: operations related communications, parent communications, and student conduct (bus behavior) communications. The Proposer will work with RRMCS Administration to enforce established policies, designate response times, and set accountability measures. The Proposer is responsible for a reliable dispatch and operations team that is both accessible and communicative with RRMCS Administration to ensure timely and effective communications with parents in the event of delays, accidents, or service disruptions (including traffic, detours, severe weather, accidents, breakdowns, and unplanned maintenance).

4.9 Accident and Emergency Procedures

The Proposer is responsible for designing accident and emergency procedures in compliance with all Federal, State and Local Laws and regulations, as well as RRMCS standards. The emergency procedures are to include specific procedures for accidents, bus breakdowns, and any unforeseen disruption of service that may be harmful to RRMCS's students. Emergency procedures are to include plans for evacuations, fires, and severe weather.

4.10 Business Continuity and Preparedness

The Proposer is responsible for providing a business continuity plan that highlights planned operations in the event of a natural disaster or severe weather that forces the Proposer to relocate. Proposer should be attuned to local news media outlets and monitor them on a 24 hour basis as severe weather approaches the City of New Orleans. Local news media will broadcast RRMCS cancellation, but there should also be two-way communication between the proposer and RRMCS's Director of Facilities.

4.11 Special Needs Student Data Reporting

The Proposer shall document, on a daily basis, all student ridership assigned to Special Needs transportation routes. The Proposer will provide reports on Special Needs daily ridership to the Project Administrator on Monday after the previous week.

4.12 Legal

The Proposer shall fulfill all obligations in compliance with standards established by the City of New Orleans – Ground Transportation Bureau and all applicable local, state, and federal laws and regulations---- including the Occupational Health and Safety Act. The Proposer will be responsible for all damage to the School’s property, equipment and buildings caused by its employees/agents/representatives or its equipment. The Proposer will also be responsible for any injuries to persons caused by its staff or equipment. The Proposer must notify RRMCS Administration of any incident, accident, police report or potential litigation involving the Proposer or its parent or subsidiary companies.

4.13 Complaints-Quality Assurance/Control

The Proposer and RRMCS Administration shall jointly establish a formal process to address transportation complaints from students, parents, staff and/or administrators. The formal process will also address quality assurance and quality control issues and overall effectiveness of transportation services as RRMCS. Monthly and periodic meetings will be called as needed to address complaints, quality assurance and control to ensure a safe, efficient and problem-free bus experiences for RRMCS students and staff.

Part V. SELECTION PROCESS

5.1 Evaluation Process

RRMCS will evaluate all qualified proposals and during the process proposers might be asked questions of a clarifying nature and/or contact any references provided by the proposer. A written report and recommendation will be submitted to the Board of Directors. All proposers will be notified of the results of the selection process.

The selection process used for determining the most successful proposal considers pricing, which is one of the most important criteria, but price is not the only scoring metric. The factors in this evaluation process include:

A. Experience of the firm. Number of years and type of experience will be considered as well as specific experience (verifiable through references) in the State of Louisiana.

B. Organization, size and structure of the firm.

C. Qualifications of the staff assigned to the project. Education, positions and years/types of experience will be considered, based on the information provided in the proposal

D. Inclusion of a student safety program, in the event construction is taking place during school hour.

E. Responsiveness of the written proposal to the scope of service outlined in the RFP and adherence to the proposal format.

F. Ability to guarantee agreed upon project timeline.

G. Proposed fee schedule/cost.

5.2 Written or Oral Discussion/Presentations

RRMCS reserves the right to enter into an agreement without further discussion of the proposals submitted based on the initial proposals received.

Written or oral discussions may be conducted with Proposers who submit proposals determined to be viable for award. Written or oral discussions/presentations for clarifications may be conducted to enhance RRMCS's understanding of any or all of the proposals submitted.

Any commitments or representations made during these discussions, if conducted, may become formally recorded in the final contract.

5.3 Notice of Intent to Award

Upon review and Board approval, a Notice of Intent to Award letter will be issued by RRMCS. RRMCS will also notify all unsuccessful Proposers as to the outcome of the evaluation process.

5.4 Right of Negotiation

RRMCS reserves the right to negotiate with the awarded Proposer on final terms, conditions and requirements, including cost.

5.5 Contract Award, Formation and Execution

The RFP will result in a projected multi-year contract with the 2020 start date of the transportation services to be determined. The initial contract will be renewable by mutual written agreement with one-year extensions. RRMCS reserves the right to terminate the contract with thirty (30) days advance written notice because of unsatisfactory service, uncertified buses as determined by the City of New Orleans -Ground Transportation Bureau (*see City Code of Ordinances Section 62*) & NOLA Public Schools, unqualified drivers, reductions and/or termination of funding or other just cause. RRMCS reserves the right to terminate the contract immediately if there are unresolved safety or liability concerns.

5.6 RRMCS reserves the right to enter into a contract without further discussion of the proposal submitted based on the initial offer received. RRMCS reserves the right to contract for all or a partial list of services offered in the proposal.

5.7 The RFP and proposal of the selected vendor will become part of any contract initiated by RRMCS. The selected vendor will be issued a Notice to Proceed (NTP) for services as outlined in the proposal.

5.8 If contract negotiation period exceeds ten (10) days or if the selected Proposer fails to sign the final contract within ten (10) days of delivery RRMCS may elect to cancel the award and award the contract to another vendor.

6.1 DBE Participation

Ten (10) points will be awarded to proposers if they are a qualified Disadvantage Business Enterprise or DBE.

Part VI – TERMS AND CONDITIONS

1. RRMCS is seeking proposals from contractors to provide Home to School Transportation Services, with a contract to exist for the term of the project.
2. RRMCS reserves the right to reject any or all proposal, or to award the contract to the next most firm if the selected firm does not execute a contract within thirty (30) days after the award of the proposal.
3. RRMCS reserves the right to request clarification of information submitted and to request additional information from firms submitting proposals.
4. Any proposal submitted would constitute an irrevocable offer, for a period of ninety (90) days, to sell to RRMCS the services set forth in the enclosed specifications.
5. If, through any cause, the firm shall fail to fulfill in a timely and proper manner the obligations agreed to, the RRMCS shall have the right to terminate its contract by specifying the date of termination in a written notice to the firm at least thirty (30) days before the termination date. IN this event, the firm shall be entitled to just and equitable compensation for any satisfactory work completed.
6. Any agreement or contract resulting from the acceptance of a proposal Shall be on firms either supplied by or approved by RRMCS and shall contain, at a minimum, all terms and provisions of this RFP. RRMCS reserves the right to reject any agreement that does not conform to the RFP and to any of RRMCS's requirements for agreements and contracts.
7. The firm shall not assign any interest in the contract and shall not transfer any interest in the same without prior written consent of RRMCS.

8. No reports, information, or data given to or prepared by the firm under the contract shall be made available to any individual or organization by the firm without the prior written approval of RRMCS.
9. Independent Contractor - It is understood, agreed, and recognized, that the successful vendor awarded the contract will be an independent contractor and not an employee of RRMCS. The successful vendor will be required to comply with such terms and conditions established by RRMCS regarding clearances, confidentiality, indemnification and termination of services.
10. Governing Law and Venue - Awarded vendor and its subcontractors, if applicable, agree that any agreement shall be governed and construed in accordance with the laws of the State of Louisiana, including all matters of service, validity, enforcement and performance, without regard to its conflict of law provisions. Such agreements shall be deemed to have been drafted by each party hereto, and neither party may argue otherwise. Venue of jurisdiction of any claim or dispute arising out of, related to, or implicated in the terms of this Agreement shall exist exclusively in the Civil Courts of New Orleans, LA.
11. Collusion - Any agreement or collusion among vendors or perspective vendors in restraint of freedom of competition, by agreement, to submit a proposal at a fixed price or to refrain from submitting a proposal or otherwise shall render proposals of such vendors void and shall cause such vendors to be disqualified from submitting proposals to RRMCS.
12. Reference Information - Service provider shall provide a list of at least five (5) customers for whom they are currently or have provided services. References also must be provided for any and all subcontractors utilized by the submitting vendor.
13. Assignment and Subcontracting — The service provider may not subcontract, transfer, or assign any portion of the contract without prior written approval from RRMCS. The substitution of one subcontractor for another may be made only at the discretion of RRMCS and only with prior written approval from RRMCS. The service provider must be designated as the single point of contact to be responsible for the performance, activities and coordination of all activities of the subcontracting team. Notwithstanding the use of approved subcontractors, the service provider, if awarded a contract under this RFP, shall be the prime contractor and shall be responsible for all work performed.
14. Right to Refuse Personnel — service providers must submit a complete list of all persons to perform work either is a contractor and their employees, or a partner and their employees. The list must be in the form of a brief resume to include certification, length of time employed by said contractor, evidence of a National background security check and date of last drug test. This includes part-time and full-time employees. RRMCS reserves the right to refuse, at its sole discretion, any personnel.

15. Insurance: The Proposer must be able to provide proof of insurance coverage that will minimize RRMCS's risk exposure to the extent outlined as follows: Worker's Compensation/Employer's Liability insurance to cover bodily accidents in the amount of not less than \$1,000,000 per accident • Comprehensive General Liability insurance in the form of comprehensive, contractual insurance, personal injury, broad-form property damage, premises operations and completed operations in an amount of not less than \$1,000,000 per occurrence and \$3,000,000 aggregate • Automobile Liability and Physical Damage insurance for an amount of not less than \$1,000,000 for each bodily injury and property damage combined, single limits, and extensions of comprehensive coverage for all leased, owned and hired vehicles
16. Throughout the term of an awarded contact and for applicable statutes of limitation periods, vendor shall maintain in full force and affect the insurance coverage set forth herein. Additional insurance requirements omitted in this RFP may be requested and if so, will be incorporated into the terms and conditions of the contract with the successful vendor.
17. Confidentiality — Vendor acknowledges that certain information it shall acquire from RRMCS is of a special and unique character and constitutes Confidential Information.
18. Driver/Monitor Orientation- Prior to the start of each school year the proposer shall conduct an introductory orientation meeting for all drivers and monitors, in cooperation with RRMCS Leadership. This orientation shall include a thorough instructional process orienting drivers and monitors as to any and all changes for the coming year, RRMCS policies, etc.
19. Dry Runs- The proposer will perform at least one real time dry run (running contracted vehicles at their scheduled times without students) within the five (5) days preceding the first day of school.

PLEASE SEE IMPORTANT FORMS THAT ARE ATTACHED

**ROBERT RUSSA MOTON CHARTER SCHOOL
STUDENT TRANSPORTATION BUS SERVICE
RFP No. 2020-11032001**

ATTACHMENT "A"

CONTACT INFORMATION/BID AUTHORIZATION

**Primary Contact
Name Primary Contact
Phone Number Primary
Contact Email Address
Company Legal
Name Company
Address Company
Phone Number**

Company Website

--

Year Company Founded

--

Years Operating in New Orleans

--

Number of Clients

--

Number of Employees

--

Certified SLDBE (yes/no) If YES, Year Certified

--

By signing the box below I am submitting my bid for Student Bus Transportation Services:

Authorized Representative Name

--

Authorized Representative Signature

--

Date of RFP Bid Submittal

--

ROBERT RUSSA MOTON CHARTER SCHOOL
STUDENT TRANSPORTATION BUS SERVICE
RFP No. 2020-11032001
ATTACHMENT B

Responses to the following questions must accompany the contractor's bid. A bid may be deemed nonresponsive if the contractor fails to provide complete answers or provides false statements to any of the questions provided herein. If any change(s) occur(s) during the bidding process, updated responses must be provided within thirty (30) calendar days of such change(s).

1. Please indicate whether, within the past five (5) years, your firm has been the defendant in any type of court action(s) for (an) alleged violation(s) of labor or employment laws in connection with a contract for [insert type] services. Yes No

If YES, please attached a explanation of the circumstances, including the specific allegation(s) filed against your firm; the name of the plaintiffs; the case number; and the disposition/current status of each case.

2. Please indicate whether, within the past five (5) years, your firm or any of its owners, partners, or officers, has/have ever been investigated, cited, assessed any penalties, or found to have violated any labor or employment laws. Yes No

If YES, please attached a explanation of the circumstances, including the specific charge(s) filed against your firm, its owners, partners, and/or officers; the agency that was involved; and the disposition/current status of each case.

3. If a license is required for any of the services performed by your firm, please indicate whether, within the past five (5) years, your firm, or any individual employed by your firm, has been investigated, cited, assessed any penalties, subject to any disciplinary action by a licensing agency, or deemed to have violated any licensing laws. Yes No

If YES, please attached a explanation of the circumstances, including the specific charge(s) filed against your firm; the licensing agency that was involved; and the disposition/current status of each case.

Signature of Legally Responsible Party

Printed Name of Legally Responsible Party

Date

ROBERT RUSSA MOTON CHARTER SCHOOL
STUDENT TRANSPORTATION BUS SERVICE
RFP No. 2020-11032001
ATTACHMENT C

CERTIFICATION STATEMENT

The undersigned hereby acknowledges she/he has read and understands all requirements and specifications of the Request for Proposals (RFP), including attachments.

OFFICIAL CONTACT. Identify the Contact name and fill in the information below: (Print Clearly):

Date: _____

Official Contact Name: _____

E-mail Address: _____

Phone Number with area code: (_____) _____

Address: _____

City: _____ State: _____ Zip: _____

Proposer certifies that the above information is true and grants permission to the State or Agencies to contact the above named person or otherwise verify the information I have provided.

By its submission of this proposal and authorized signature below, proposer certifies that:

- (1) The information contained in its response to this RFP is accurate;
- (2) Proposer complies with each of the mandatory requirements listed in the RFP and will meet or exceed the functional and technical requirements specified therein;
- (3) Proposer accepts the procedures, evaluation criteria, mandatory contract terms and conditions, and all other administrative requirements set forth in this RFP.
- (4) Proposer's quote is valid for at least one year from the date of proposer's signature below
- (5) Proposer understands that if selected as the successful proposer, he/she will have ten (10) business days from the date of delivery of final contract in which to complete contract negotiations, if any, and execute the final contract document.

Authorized Signature: _____

Typed or Printed Name: _____

Title: _____

Company Name: _____

Address: _____

City: _____ State: _____ Zip: _____

**ROBERT RUSSA MOTON CHARTER SCHOOL- REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION SERVICE
RFP NO. 2020-110320110
ATTACHMENT D**

Non-Collusion

AFFIDAVIT

STATE OF LOUISIANA

PARISH OF _____

BEFORE ME, the undersigned authority, personally came and appeared, _____
_____, (Affiant) who after being duly sworn, deposed and said that
he/she is the fully authorized _____ of _____ (Entity),
The party who submitted Proposal in response to **RFP No. 2020-110320110** to Robert Russa
Moton Charter School.

Affiant further said:

- (1) That Affiant has not and will not employ any person, either directly or indirectly, to secure the public contract under which he/she is to receive payment, other than persons regularly employed by the Affiant whose services, in connection with the project or in securing the public contract, are in regular course of their duties for the Affiant; and
- (2) That no part of the contract price was paid or will be paid to any person for soliciting the contract, other than the payment of normal compensation to persons regularly employed by the Affiant whose services with the project are in the regular course of their duties for the Affiant.

Signature of the Affiant

SWORN TO AND SUBSCRIBED

BEFORE ME ON THIS _____ DAY

OF _____, 2020

NOTARY PUBLIC

**ROBERT RUSSA MOTON CHARTER SCHOOL – REQUEST FOR PROPOSALS
STUDENT TRANSPORTATION BUS SERVICE**

RFP NO. 2020-110320110

ATTACHMENT E

PRICING & OTHER COSTS

	Regular Bus	Lift Bus	Mini Bus or Van
COST PER ROUTE PER DAY SINGLE-TIER ROUTE Per Details Above			
COST PER ROUTE PER DAY DOUBLE-TIER ROUTE Per Details Above			
Capacity of Vehicle Indicate Number of Students And Number of Adults And Number of Wheelchairs			
3-Point Camera System Indicate if per day or per year			
Real-Time GPS Positioning Must sync with Routing Software Indicate if per day or per year			
Air Conditioning Indicate if per day or per year Indicate Installation Timeline			
Discipline/Behavior Trained Monitor Indicate if Per Run or Per Hour Indicate Minimum (if applicable)			
Special Needs Trained Monitor Indicate if Per Run or Per Hour Indicate Minimum (if applicable)			