



## **PROGENY ACADEMY CHARTER SCHOOL**

Independent School District #4263  
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Saturday, February 20th, 2021

Re: Request for Proposal – Transportation

To Whom It May Concern:

Progeny Academy Charter School (PACS) is currently seeking proposals to provide transportation services for the upcoming 2021-22 school year. PACS is seeking a fully licensed transportation company, or companies, to provide daily transportation services for students designated by PACS to be transported. Our Request for Proposal (RFP) is enclosed. If you are interested in submitting a proposal please follow the directions outlined in the RFP.

PACS does not currently own its own fleet of buses or vans, and is currently looking to fulfill all transportation needs. This includes the provision of properly licensed vehicles and drivers in accordance with the specifications, terms and conditions contained in this RFP and eventual contract documents. Services shall include transportation for regular school days, field trips, and team sports events.

The deadline to submit a proposal is March 11, 2021. Proposals must be mailed in a sealed envelope to 5929 Brooklyn Blvd, Brooklyn Center, MN 55429. A selection committee will review and evaluate all proposals and may request additional information or interviews with any bidders.

If you have any questions regarding this RFP, please contact Nicole Nelson at 612-240-8239 or email [nicolen@progenyacademy.org](mailto:nicolen@progenyacademy.org).

Sincerely,  
Nicole Nelson  
Director Progeny Academy

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REQUEST FOR PROPOSALS

For

Transportation Services

**INTRODUCTION**

Currently, PACS uses a single provider for school bus transportation of about 60 students to it's School site at 5929 Brooklyn Blvd, Brooklyn Center, MN 55429

PACS requires approximately 50 passenger school buses and vans of varying capacity to provide transportation for all eligible students. Enrollment and transportation needs for SY 2021-22 are projected to be approximately 75 students. Special education students also require specialized transportation services vans. Homeless & highly mobile (HHM) students must also be transported in a flexible manner. PACS also averages about 10

field trips per year.

Proposals for transportation service will be prioritized from contractors who can demonstrate ownership and operation of a school bus/van vehicles that meet State of Minnesota Statutes, Minnesota State Department of Public Safety Rules and Regulations and PACS School Board Policies (as all of these relate to student transportation). A Certificate of Insurance, to meet specified limits, is also required to accompany such a proposal.

All proposals submitted shall be binding for ninety (90) calendar days following opening.

Alternate Proposals: An alternate proposal is viewed by PACS as a proposal describing an approach to accomplishing the requirements of the RFPs which differs from the approach set forth in the solicitation. An alternate proposal may also be a second proposal submitted by the same proposer which differs in some degree from its basic or prime proposal. Alternate proposals may address the technical approach, or other provision or requirements set forth in the solicitation. PACS will consider all alternate proposals submitted.

In accordance with Minnesota Statutes and except as may be provided by other applicable State and Federal law, all proposers should be aware that RFPs and the responses thereto are public information and subject to disclosure to anyone who requests it. However, the proposers are requested to identify specifically any information contained in their proposals which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All information becomes public after the School Board has approved the contract.

To submit a proposal, please review the attached Specifications for Pupil Transportation Services and fill out pertinent information in the attached worksheets:

- Item 1: Bid to Provide Special Student Transportation
- Item 2: Bid to Provide Regular Student Transportation
- Item 3: Charter Bus Transportation (Field and Athletic Trips)
- Item 4: Short Term Point to Point Transportation (6 students or fewer per run)

There is no express or implied obligation made by PACS to reimburse responding firms for any expense incurred in preparing proposals in response to this request. PACS reserves the right to retain all proposals submitted and to use any ideas in a proposal regardless of whether that

proposal is selected. Submission of a proposal indicates acceptance by the firm of the conditions contained in this RFP, unless clearly and specifically noted in the proposal submitted and confirmed in the contract between PACS and the firm.

During the evaluation process, PACS reserves the right to request additional information or clarification from submitting firms, or to allow corrections of errors or omissions. PACS reserves the right to accept or reject in whole all proposals, to request new proposals, or to award a contract. Selection shall not be made solely on price.

In the event of identical proposals, PACA may utilize negotiated methods so long as the low tied price is not exceeded. In the event of a single proposal, PACS may negotiate a lower price with the contractor.

Acceptance of a proposal by PACS for the transportation shall be reduced to a written contract, and the successful supplier agrees to execute such contract which will refer to and include by reference these specifications. The written contract will govern the relationship between PACS and the contractor. The basic terms outlined in the Specifications for Pupil Transportation Services shall be incorporated into the final contract. PACS reserves the right to negotiate extensions and modifications to the contract. A sample outline of the terms to be included in any final contract are also included in this RFP. However, these terms may change depending on the contents of the proposals in response to this RFP.

The deadline to submit a proposal is March 11, 2021 at 3pm. Proposals must be mailed in a sealed envelope to 5929 Brooklyn Blvd, Brooklyn Center, MN 55429.

If you have any questions regarding this RFP, please contact Nicole Nelson at 612-240-8239 [nicolen@progenyacademy.org](mailto:nicolen@progenyacademy.org)

## SPECIFICATIONS FOR PUPIL TRANSPORTATION SERVICES

### **SECTION 1. GENERAL CONDITIONS**

**1.1 Duration of the Contract** The services requested in these specifications shall be for the 2021-22 school year. PACS reserves the right to extend the contract for additional years if they see it fit. If PACS chooses to extend the contract, a written notice will be provided to the Operator 90 days prior to the conclusion of the 2022 contract. At that time PACS and the Operator will negotiate as to how many years the extension will be, and the rates that would coincide with that extension.

**1.2 Service Areas and Routes** PACS Transportation "Service Area" includes the city limits of Brooklyn Center as well as, but not limited to the following; Bloomington, Brooklyn Center, Brooklyn Park, Crystal, Hopkins, Minnetonka, New Hope, St, Louis Park, Richfield And Roseville.

The Operator shall furnish equipment and personnel sufficient to provide daily

transportation of students within the Service Area during the duration of the contract to all PACS according to a time schedule and over routes determined or approved by PACS. Generally, transportation will include to school in the morning and from school in the afternoon.

**1.3 Routes** PACS will furnish student data and enrollment information upon which the Operator shall determine efficient routes, with PACS' final approval. The Operator shall furnish a description of each route to PACS each school year. A preliminary route description will be given to PACS by August 1st] of each year. Each route description will include the school bus number, driver, route mileage, bus stop locations, bus stop times (morning and afternoon), bus capacity, number of passengers, and a route map. PACS may establish regulations to be observed by the Operator in connection with all details incidental to the operation of the routes, including starting times, bus stops, transfers, discipline on the buses and any situation that may, from time to time, arise in the performance of this contract. Once routes have been approved, there shall be no change in bus routes or time schedule without consent of the PACS. Changes in the routes, time schedules, or designated stops may be made by PACS. A higher quality GPS System needs to be available to the School Director once contract has been approved and signed by both parties.

**1.4 Regular and City Transportation:** Transportation will be round trip to and from school. Route miles shall be the length of the Route and shall be determined as the total number of miles from the school (or other point of discharge as determined by the Transportation Director) thence once around the designated route and back to the point of origin. Such route length shall be reported to the School Director within 10 days of the opening of school. Route length shall be rounded to the nearest whole mile. Transportation shall be provided to maximize efficiency and minimize the number of vehicles and mileage.

**1.5 Special Education Transportation:** PACS reserves the right to assign an aide to any vehicle should it deem such aide necessary. Operator must furnish equipment acceptable to PACS to meet the needs for special education transportation. The Operator shall comply with all applicable state and federal rules and regulations.

**1.6 Field Trips and Extra-curricular Trips** Field trips mean excursions for educational purposes and usually take place during the school day (there are occasional exceptions). PACS will provide supervision of students. These may be within PACS' regular transportation boundaries or they may be outside of the regular boundaries. Extra Curricular trips are usually associated with some extra-curricular or co-curricular activity and usually take place after school hours. PACS provides the chaperone.

**1.7 Contract and Performance Bond** The Operator shall enter into a formal contract based on the conditions and specifications as set forth herein. The Operator may be required to supply a performance bond for up to 100% of the anticipated contract award, before commencing service, and shall also provide liability and property damage insurance as herein described. If required, the performance bond shall comply with the provisions of Minnesota Statutes Section 574.26. The Operator shall be advised if a performance bond will be required and the amount at such time as the contract is awarded.

**1.8 Assignment** The services contemplated under this Agreement are deemed to be in the nature of personal services. Operator shall not assign this Agreement without prior consent of PACS. The parties agree that assignment by Operator of any sums due and owing Operator under this Agreement shall not constitute an assignment of the Agreement.

**1.9 Award** PACS may elect to make its award based upon proposals as received, or

alternatively, PACS may elect, in its sole discretion, to enter into direct negotiations with those entities submitting proposals. In the event that PACS elects to enter into negotiations, each entity submitting a proposal shall be notified of the time and place. Negotiations will be conducted utilizing such rules and procedures as established by PACS. PACS reserves the right to accept, reject, or negotiate any quotation and to make an award for transportation services that is deemed most favorable and advantageous to PACS.

## **SECTION 2. SPECIFIC CONDITIONS**

### **2.2 Vehicles**

**2.2.2** All vehicles must be maintained in safe operating condition and must have a current inspection by the State of Minnesota. The Operator shall provide assurance that exterior and interior cleanliness of the vehicles will be maintained.

2.2.3 All vehicles used shall comply with all road and safety regulations as set forth by any Federal, State, and Municipal policy, law, statute or ordinance as it may relate directly or indirectly to the safe operation of a vehicle used in public transportation of students.

**2.2.4** All vehicles used in transportation service shall be made available for inspection from time to time as deemed necessary by an PACS agent or any state or federal authority.

**2.2.5** PACS will analyze all State and Federal vehicle inspection records for any Operator wishing to submit a proposal. Operators shall be in good standing with the MN

State Patrol and all Federal agencies pertaining to the transportation of students.

## **2.3 Equipment**

**2.3.1** All vehicles used in transporting students must be equipped with an operating two-way radio with a frequency capable of communicating with PACS office.

**2.3.2** All vehicles used in transporting students must be equipped with crossover mirrors and crossing gates, and interior working public address system, and fully functioning windows and emergency exits.

**2.3.3** All vehicles used in transporting students must be equipped with a security camera. Video footage must be available within 12 hours of the request of the School Director..

**2.3.4** Each vehicle used to transport students will have identifying unit numbers on the four corners of the vehicle and alongside the loading door. The identifying number shall correspond to the route number assigned to the vehicle. All vehicles will have a method of applying a unit number for substitute and/or emergency vehicle use. The temporary number should be able to cover the regular vehicle number alongside the loading door.

**2.3.5** Due to an enhancement in safety and student management, PACS recommends that all new buses purchased and placed in service be equipped with full-length acoustic roof panels.

**2.3.6** All vehicles shall be washed and cleaned on both the inside and the outside on a monthly basis at a minimum. Daily attention should be given to sweeping the floors, removal of trash, and inspection and removal of any graffiti.

## **2.4 Drivers and Staffing**

**2.4.1** Operator must employ a sufficient number of drivers and a reasonable number of standby drivers to assure that services are provided in a reliable and continuous manner.

**2.4.2** Operator shall ensure that all drivers meet the minimum state requirements for transporting students.

**2.4.3** Operator shall comply with all requirements related to employee background checks and screening under federal, state, and local law.

**2.4.4** Operator shall have a comprehensive training program accessible for drivers operating their vehicles, which will conform to the School Bus Training requirements in state law.

## **2.5 Insurance**

**2.5.1** The Operator shall maintain during the life of the contract public liability, property damage and excess liability in with minimum amounts as follows:

- A. Bodily injury \$1,000,000 per person, \$2,000,000 per accident.
- B. Property damage \$100,000 per accident.
- C. Excess liability, body injury \$1,000,000 per person.

**2.5.2** Certificates of insurance coverage shall be filed with PACS when the contract is executed, and shall carry the following endorsement:

"It is agreed that such insurance as is afforded by the policy applied subject to the following provisions: Under the Bodily Injury Liability and Property Damage Liability Coverage. The Company agrees that it will not use, either in the adjustment of claims or in the defense of suits against the insured from tort liability, any legal immunity the insured may possess solely by reason of its sovereign status unless requested in writing by the insured to interpose such defense."

**2.5.3** Operator shall furnish and maintain during the life of the contract Worker's Compensation coverage for the protection of its employees in amounts required by law.

**2.5.4** No liability resulting from a vehicular accident or any driver or operational negligence will be assumed by PACS, or its officers, employees or authorized representatives.

**2.5.5** All certificates of insurance coverage furnished to PACS shall show PACS as an additional insured under the policy, and such certificates shall be in force at all times under the contract.

## **2.6 Service Condition**

**2.6.1** The number of students transported shall not exceed the rated manufacturer's capacity of the transporting vehicle. If passenger vehicles are used, i.e. private cars, the number of passengers shall not exceed five or the rated capacity of the vehicle, exclusive of the driver. Scheduling of the students for arrival at the various school locations shall conform to school schedules, or to the schedule established by PACS.

**2.6.2** Special education students shall be picked up immediately in front or as near as possible to their homes. A student shall load or unload at home or school only from the right side of the vehicle, except on a one-way street, where the non-traffic side of the vehicle may be used. Type III vehicles may be used only upon request of the Operator and the approval of PACS.

**2.6.3** No unauthorized person shall be allowed in any vehicle while engaged in the transportation of students for PACS. PACS reserves the right to assign attendants to any vehicle in the best interest of any student.

**2.6.4** The Operator shall be highly selective in employment of its drivers. The Operator will be required to utilize only those drivers holding a valid Class A or Class B license with a school bus endorsement who have been thoroughly checked for ability, character, integrity and fitness, and who are acceptable to PACS. PACS reserves the right to comment on the performance of any employee of the Operator, and the Operator shall take appropriate steps to improve services. The Operator must agree to provide a minimum of eight hours of in-service time for all bus drivers utilized in the performance of the contract including substitute drivers or additional drivers for routes, which may be added, during the year. Each driver must have a current criminal history background check to the satisfaction of PACS. A qualified mechanic that has been working in the School Bus Transportation industry for at least three years must be onsite for all repairs and general maintenance of equipment. Operator shall provide satisfactory evidence of the good health of each driver prior to each school year (or during the school year for new drivers) based on a physical examination as required by law. Such examination shall indicate that the driver complies with the minimum health standards required by the rules and regulations of the State Board of Education or any other state agency for school bus drivers. The Operator shall pay the expense of the physical exam for all drivers, other than that paid by insurance. The Operator must comply with all state, and federal laws governing the mandatory drug and alcohol testing of school bus drivers.

**2.6.5** Operator shall be responsible for handling complaint calls in accordance to PACS's procedures and policies.

**2.6.6** The Operator shall insure the following:

A. All buses are operated with safe and reliable equipment, including an operable two-way radio. It will be required that the Director of Transportation has consistent communication with base during service hours, or as needed.

B. All drivers will comply with the rules and regulations of the U.S. Department of Transportation, The Federal Highway Administration, and the State of Minnesota and its subdivisions (including the Department of Transportation, the Motor Vehicle Department, and the Minnesota Department of Education).

C. All bus operators and drivers control students' behavior on the buses in accordance to PACS' procedures and policies.

D. All buses are driven by qualified drivers as to licensure as well as ability to perform required duties (including the ability to follow established schedules on a timely basis and control student behavior on the buses).

E. In cases where students are transferred from one bus to another in rural areas, no student shall be left unattended (bus must wait until transfer bus arrives).

F. All accidents, physical injuries, emergencies, or other unusual occurrences involving the transportation of students must be reported in a timely manner to the School Director on a school accident form.

## **2.8 Facilities**

**2.8.1** Vehicle and equipment storage and maintenance shall be the responsibility of the Operator and shall occur per the terms of the Transportation Services Contract.

## **SECTION 3. REIMBURSEMENT RATES AND BILLING**

**3.1** Mileage for extracurricular trips shall be computed from the departure point of the trip at the school to the destination of the trip and return back to the departure point. Mileage from the Operator's base to the departure point will not be charged to PACS. Mileage for use of the bus not related to the school event will not be reimbursed by PACS.

**3.2** The Operator agrees to submit bills for services rendered to PACS in a format prescribed by PACS and according to the billing schedule established by PACS.

**3.3** PACS may withhold or reduce payment if, in its reasonable view, services are not adequately performed or rendered in accordance with the specifications in the contract.

## **SECTION 4. INCLUSION BY REFERENCE AND APPLICABILITY OF LAWS**

**4.1** Anything herein notwithstanding, successful Operator shall comply with applicable provisions of State and Federal Laws including the Motor Vehicle Code, State Board of Education or any other state agency rules and regulations relating to student transportation, the construction, design, operation of equipment, and safety accessories for equipment, vehicle codes and other applicable laws, rules and regulations prescribed by the State or any political subdivisions thereof relating to the transportation of regular and special education students.

**4.2** PACS shall require strict adherence to the terms of the specifications of the contract to be awarded in order to safeguard the comfort and safety of the students and to provide for the orderly operation of its program.

**BID WORKSHEETS**

Item 1 Bid to Provide Special Student Transportation

A. Daily fee per bus/per day based on a minimum of 4 hours (live time) and 60 miles (live mileage).

Bus Type:

12-18 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

19-36 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

2 w/c + \_\_\_\_\_ passenger Lift Bus Proposal Amount: \$ \_\_\_\_\_

4 w/c + \_\_\_\_\_ passenger Lift Bus Proposal Amount: \$ \_\_\_\_\_

6 w/c + \_\_\_\_\_ passenger Lift Bus Proposal Amount: \$ \_\_\_\_\_

Other (please specify capacity):

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

B. Charge for each additional . hour (live time) a route exceeds 4 hours (live time) per day:

Per . hour/bus/day \$ \_\_\_\_\_

C. Charge for each additional mile (live mileage) a route exceeds 60 miles (live mileage) per day:

Per mile/bus/day \$ \_\_\_\_\_

D. Total number of buses contractor is willing to provide for this bid: \_\_\_\_\_

E. Proposed cost per hour to provide a Bus Assistant for assigned route: \$ \_\_\_\_\_

F. List any deviations from bid specifications:

- 1.
- 2.
- 3.
- 4.

Item 2 Bid to Provide Regular Student Transportation

A. Daily fee per bus/per day based on a minimum of 4 hours (live time) and 60 miles (live mileage).

Bus Type:

70-72 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

76-78 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

82-84 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

88-90 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

Other (please specify capacity):

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

B. Charge for each additional . hour (live time) a route exceeds 4 hours (live time) per day: Per . hour/bus/day \$ \_\_\_\_\_

C. Charge for each additional mile (live mileage) a route exceeds 60 miles (live mileage) per day:

Per mile/bus/day \$ \_\_\_\_\_

D. Total number of buses contractor is willing to provide for this bid: \_\_\_\_\_

E. List any deviations from bid specifications:

- 1.
- 2.
- 3.
- 4.
- 5.

Item 3 Charter Bus Transportation (Field & Athletic Trips)

A. Daily fee per bus/per day based on a minimum of 2 hours (live time) and 40 miles (live mileage).

Bus Type:

70-72 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

76-78 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

82-84 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

88-90 passenger School Bus Proposal Amount: \$ \_\_\_\_\_

Other Types of units available for Charter Trips (please specify capacity):

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

\_\_\_\_\_ w/c + \_\_\_\_\_ passenger Bus Proposal Amount: \$ \_\_\_\_\_

B. Charge for each additional . hour (live time) a route exceeds 2 hours (live time) per day:

Per . hour/bus/day \$ \_\_\_\_\_

C. Charge for each additional mile (live mileage) a route exceeds 40 miles (live mileage) per day:

Per mile/bus/day \$ \_\_\_\_\_

D. Additional charge for "Prime Time" trips (if any): \$ \_\_\_\_\_

Please designate what constitutes "Prime Time"

M-F AM Hours: \_\_\_\_\_:\_\_\_\_\_ am to \_\_\_\_\_:\_\_\_\_\_ am

M-F PM Hours: \_\_\_\_\_:\_\_\_\_\_ pm to \_\_\_\_\_:\_\_\_\_\_ pm

Late cancellation charge (if any): \$ \_\_\_\_\_

E. List any deviations from bid specifications:

- 1.
- 2.
- 3.

Item 4 Short Term Point to Point Transportation (6 students or less per run) Note – these trips can be short term (30-90 days) but can also run through the entire school year and are subject to cancellation at any time with 48 hours' notice from PACS. These trips typically involve students that are placed in programs outside of PACS or homeless students that need to be transported to PACS from various metro wide locations, but PACS uses these rates for any short term, temporary arrangements that it deems necessary. Proposed trips will be subject to current availability of the contractor at the time they are instituted but upon acceptance the contractor will be expected to continue transportation until the trip is terminated by PACS.

A. Daily fee per trip – one rider (Ride Charge): Proposal Amount: \$ \_\_\_\_\_

Miles included in base Ride Charge (if any): # of miles \_\_\_\_\_

B. Additional Mileage Charge per trip (if any): Proposal Amount: \$ \_\_\_\_\_

C. Last minute cancellation charge – no show upon arrival (if any):  
Proposal Amount: \$ \_\_\_\_\_

D. List any deviations from bid specifications:

- 1.
- 2.
- 3.
- 4.
- 5.